

Gloria Olmos, Mayor
Rudy Bojorquez, Mayor Pro Tem
Manuel Acosta, Councilmember
Richard Angel, Councilmember
Hector Delgado, Councilmember



Rene Salas, City Manager
Anthony R. Taylor, City Attorney
Sabrina Muhne, Interim City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

October 8, 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 smuhne@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:

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

Robert Molina, Interim Deputy City Clerk
Ph (626) 579-6540
Cell (626) 816-2907

LEVINE ACT DISCLOSURE

Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

CONFLICT OF INTEREST

City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

Pastor Ben Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Presentation by Mackenzie Bolger, Sustainability Programs Manager, and Caitlin Sims, Manager of Local Programs, San Gabriel Valley Council of Governments on the 2024 SGVCOG Update

4.b. Presentation of Plaque by the Veterans of Foreign Wars Post 10218 to the City of South El Monte

4.c. Presentation of Certificates of Recognition to Recipients of the 2023 "Good Corporate Citizens" Honored by Los Angeles County Sanitation Districts

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 Items 7.a. through 7.d. next page.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 24, 2024

Staff is requesting approval of Minutes for the September 24, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the September 24, 2024, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF SEPTEMBER 24, 2024

Staff is requesting approval of Minutes for the September 24, 2024, Special City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the September 24, 2024, Special City Council Meeting.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-228, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 25, 2024, THROUGH OCTOBER 8, 2024

Authorizing payment of City expenditures for the period of September 25, 2024, through October 08, 2024, totaling \$1,875,324.41.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-228, authorizing payment of City expenditures.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION 24-229, AUTHORIZING THE PURCHASE OF A TRANSPORTATION VEHICLE FROM TESLA, INC.

The Senior Services and Transportation Division ("Division") is committed to improving mobility for seniors and individuals with disabilities by offering safe and efficient transportation services. The Division seeks approval to purchase a Tesla Model Y Long Range Pack ("Tesla Model Y") with funding allocated through the Prop A - Dispatch Implementation Plan account included in the City's approved Fiscal Year (FY) 2024-2025 Budget.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 24-229, approving the purchase of a Tesla Model Y from Tesla, Inc.; and
2. Authorize the City Manager to negotiate and execute all requisite documents for the purchase.

Consent Calendar Items 7.e. and 7.f. next page.

CONSENT CALENDAR (CONTINUED)

- 7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-230, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MOBILITY DEVELOPMENT OPERATIONS, LLC (MOD) TO ALLOW THEM TO USE SIX DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPACES FOR THE OPERATION OF AN ELECTRIC VEHICLE CAR SHARING PROGRAM.**

Staff seeks City Council approval to execute an agreement with Mobility Development Operations, LLC (MDO) to allow them to use six designated electric car charging parking spaces for the operation of an electric vehicle car sharing program.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-230 to execute an Agreement for the use of six electric vehicle charging stations with Mobility Development Operations, LLC: and
2. Authorize the City Manager or designee to execute the agreement.

- 7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-231, APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) TO IMPLEMENT THE METRO EXPRESSLANES I-10 E-BIKE ACCESS PROJECT**

The City of South El Monte received a grant through the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program to enhance the GoSGV E-Bike Share program in the city and other surrounding areas by purchasing additional cargo e-bikes and accessories, providing discounted GoSGV memberships and e-bike rebates to eligible residents, hosting e-bike demonstration events and safety classes, and completing an evaluation of GoSGV. The City will partner with the San Gabriel Valley Council of Governments (SGVCOG) to implement the Metro ExpressLanes I-10 E-Bike Access Project.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No 24-231, approving the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) to implement the Metro ExpressLanes I-10 E-Bike Access Project; and
2. Authorize the City Manager or designee to execute the agreement.

Consent Calendar Items 7.g. and 7.h. next page.

CONSENT CALENDAR (CONTINUED)

7.g. ADOPTION OF ORDINANCE NO. 1276, AMENDING CHAPTER 2.04 OF TITLE 2 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent (5%) for each calendar year from the operative date of the last adjustment. The proposed amendment for the change in salary shall become effective when one or more councilmembers commences a new term on or about December 10, 2024.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1276, regarding the compensation of Councilmembers pursuant to California Government Code section 36516.

7.h. ADOPTION OF ORDINANCE NO. 1277, ADDING CHAPTER 8.22 TO TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY

The City Attorney's Office and City staff are presenting proposed Ordinance No. 1277, "An Ordinance of the South El Monte City Council Adding Chapter 8.22 of Title 8 of the South El Monte Municipal Code Thereby Amending the City's Health and Safety Regulations in Relation to Camping and Storage of Personal Property (Ordinance No. 1277)."

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3); and
2. Based on the analysis provided in the attached ordinance, waive second reading and adopt Ordinance No. 1277

Consent Calendar Item 7.i. next page.

CONSENT CALENDAR (CONTINUED)

7.i. ADOPTION OF ORDINANCE NO. 1278, AMENDING CHAPTER 8.40 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS

On September 24, 2024, the City Attorney's Office and City staff proposed certain amendments to South El Monte Municipal Code ("SEMMC") Chapter 8.40, Tobacco and Electronic Cigarette Retail Permitting Regulations. Following the City Attorney's Office and City staff's presentation, the City Council unanimously approved the first reading of Ordinance No. 1278.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that exemptions under the California Environmental Quality Act (CEQA) based on Public Resources Code section 21065 and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 apply; and
2. Approve the second reading of and adopt Ordinance No. 1278, amending SEMMC Chapter 8.40 to prohibit the sale of flavored tobacco and electronic cigarettes products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas in order to preserve the health, safety, and welfare of all community members (especially minors) and to enforce all Federal and State tobacco regulations to the fullest extent permitted by law.

8. PUBLIC HEARINGS - None

General Business next page.

9. GENERAL BUSINESS

9.a. AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON NON-CAMTC OPERATING MASSAGE ESTABLISHMENTS AND MASSAGE PRACTITIONERS WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S STUDY AND DEVELOPMENT OF REASONABLE REGULATIONS; AND DECLARING THE URGENCY THEREOF

The proposed moratorium would prohibit the operation of non-California Massage Therapy Council (CAMTC) massage establishments and practitioners within the City for 45 days (unless extended) while City staff reviews and develops appropriate regulations for such businesses.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that exemptions under the California Environmental Quality Act (CEQA) based on Public Resources Code section 21065 and State CEQA Guidelines Sections 15001, 15061(b)(3), and 15378 apply;
2. Waive further reading, and adopt Urgency Ordinance No. 1279-U, establishing a 45-days temporary moratorium on non-CAMTC operating massage establishments and massage practitioners within City limits during the pendency of the City's review and development of reasonable regulations for such uses; and
3. Authorize the City Manager to direct the Planning Division and Planning Commission to review the development standards for non-CAMTC massage establishments and massage practitioners and survey development standards for these types of businesses in other cities.

9.b. FINANCE WORKSHOP TO SEEK DIRECTION FROM CITY COUNCIL REGARDING TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE

Finance Workshop to seek direction from City Council regarding Title 3 of the South El Monte Municipal Code.

RECOMMENDED ACTION: Staff seeks direction from City Council to help modernize certain outdated sections of the City's code.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION - None

14. ADJOURNMENT

Tuesday, October 22, 2024, at 6:00 p.m.

I, Sabrina Muhne, 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 October 3, 2024.



Sabrina Muhne



City Council Agenda Report

Agenda Item No. 4.a.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation by Mackenzie Bolger, Sustainability Programs Manager, and Caitlin Sims, Manager of Local Programs, San Gabriel Valley Council of Governments on the 2024 SGVCOG Update

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

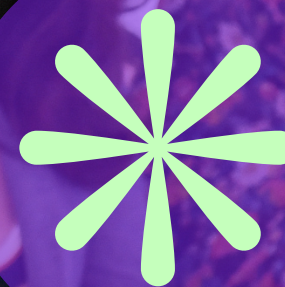
ATTACHMENT(S):

A. 2024 SGVCOG Update

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**PRESENTED BY:
MACKENZIE BOLGER,
SUSTAINABILITY PROGRAM
MANAGER
& CAITLIN SIMS, LOCAL
PROGRAMS MANAGER**

2024 Update



SGVCOG

LEADERSHIP*

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS



Tim Hepburn
President

Ed Reece
1st Vice President

April Verlato
2nd Vice President

Cory Moss
3rd Vice President



SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS



SAFE & CLEAN ENVIRONMENTS

Fire Prep SGV
FRESH SGV
Neighborhood Coyote
Regional Broadband
SoCalREN / Energy
ULAR & Water Studies

MOVING US FORWARD

- 57/60 Confluence Project
- Alameda Corridor-East Project
- ESGV Sustainable Multimodal Improvement Project
- Measure M Subregional Program
- Open Streets Program
- SGV Regional Bikeshare Program (GoSGV)
- SGV Bus Corridor Transit Improvements Project
- Vehicle Miles Traveled Model & Tool



Affordable Housing Incubator Program / REAP 1.0
City Homelessness Programs
Housing Navigator & Locator
Housing Linkage Working Group
Pipeline Funding
Revolving Loan Fund
Rapid Housing Development Program
Tiny Home Bridge Housing

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS



A PLACE TO CALL HOME

NEIGHBORS IN NEED

Regional Outreach & Supportive Services
SGV CARE / Mobile Crisis
Village 143
SGV Works



FY 2023-24 ACCOMPLISHMENTS

Broke Ground on the
Montebello Corridor &
Turnbull Canyon Road Grade
Separation Projects

3 Food Recovery Hubs Opened

1900+ Vulnerable Residents Reached
by L.A. CADA & 88 Clients Housed

Revolving Loan Fund Supported 242
Units & 16 Affordable Homeownership
Opportunities*

*SGVRHT



Awarded \$5,671,500.00

in Measure M Subregional Funds

GoSGV Expansion

Subsidized GoSGV memberships and
e-bike rebates for eligible residents

**LA CADA Homelessness
Outreach**

Proactive outreach and services
connections for residents

CITY OF

SOUTH EL MONTE

Program & Project Highlights

FY 2024-25 LOOKING AHEAD

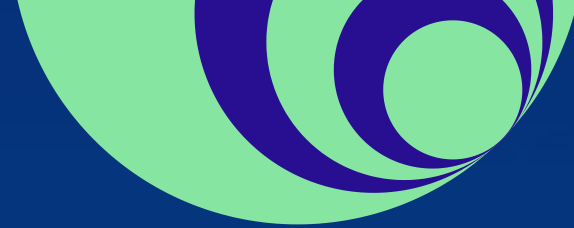
Complete SGV Broadband Strategic Plan & SGV Regional Community Wildfire Protection Plan

Begin Implementation of Jump-Start Bus Corridor Improvements Ahead of 2028 Olympics

Award \$6 Million in Loan Funds to Support Construction of ~120 Affordable Units*

Use Rapid Housing Development Funds to Permanently House 76 Individuals & Support 67 Interim Housing Units in 3 Cities

POLICY COMMITTEE WALL OF FAME (FY24)



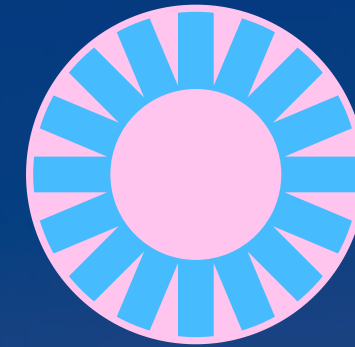
Executive

April Verlato
Becky Shevlin
Cory Moss
Ed Reece
Jennifer Stark
Jessica Binnquist
Tim Hepburn*
Tim Sandoval

CPCC

Becky Shevlin
Cory Moss
David Torres
Ed Reece
Tim Hepburn*
Tim Sandoval
Hilda Solis
Ruth Low
Sean Dang

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS



City Managers' Steering

Adam Raymond
Armine Chaparyan
Bryan Cook
Chris Constantin
Dan Fox
Dominic Lazzaretto
Dylan Feik
Enrique Zaldivar
Jessica Binnquist*
Josh Nelson
Kevin Kearney
Mark Lazzaretto
Rene Salas
Sergio Gonzalez

EENR / Water

Carlos Goytia
David Fredendall
Jen Guess
Jennifer Stark*
John Ebiner
Julie Carver
Margaret Clark
Michael Allawos
Michael Cacciotti
Michael Flores Jr.
Sandy Costandi
Sergio Jimenez
Stan Liu
Tamala Kelly
Tony Ding
Vinh Truong

Homelessness

Andrew Leon
April Verlato
Becky Shevlin*
Daniella Urbina
Donyielle Holley
H. Manuel Ortiz
Jed Leano
Jody Schulz
John Ebiner
Karen Davis
Manuel Carrillo
Margaret Clark
Michael Cacciotti
Rene Salas
Robert Gonzales
Vanessa Sedano
William Huang

SGVRHT

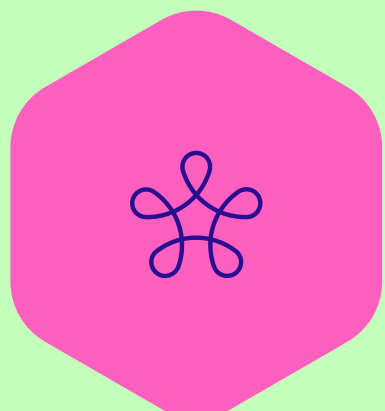
Adele Andrade
Stadler
Alma Martinez
Anne Turner
Becky Shevlin
Emmanuel Estrada
Gary Boyer
Jed Leano*
Patty Cortez
Thomas Wong

Transportation

Adele Andrade-Stadler
Ashley Avery
Cory Moss
Dave Perry
David Liu
Dennis Beckwith
Ed Reece*
Gloria Olmos
Jenny Cristales-Cevallos
Kim Bowman
Larry Spicer
Ryan Serrano
Samuel Kang
Steven Mateer
Tim Sandoval
Tony Ding



Thank 



you

Contact me!

MBOLGER@SGVCOG.ORG | CSIMS@SGVCOG.ORG



City Council Agenda Report

Agenda Item No. 4.b.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation of Plaque by the Veterans of Foreign Wars Post 10218 to the City of South El Monte

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation of Certificates of Recognition to Recipients of the 2023 "Good Corporate Citizens" Honored by Los Angeles County Sanitation Districts

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.a.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sabrina Muhne, Interim City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 24, 2024

SUMMARY: Staff is requesting approval of Minutes for the September 24, 2024, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the September 24, 2024, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 9-24-24

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, September 24, 2024 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:02 P.M.

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; Sabrina Muhne, Interim City Clerk; Masami Higa, Director of Finance; Ariana De La Cruz, Director of Community Services (via Zoom); Iyob Tessema, Director of Human Resources & Risk Management; John Poehler, Director of Public Works; and Robert Molina, Interim Deputy City Clerk.

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

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

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

4. PRESENTATIONS

4.a. Mayor and City Council presented a Proclamation proclaiming Childhood Cancer Awareness Month.

4.b. Mayor and City Council acknowledged the Finance department for receiving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

4.c. Chris Knight, Chief Executive Officer, provided a presentation on the El Monte/South El Monte Chamber of Commerce Second Quarter Update, and presented a 2024 Community Profile & Business Resource Guide.

4.d. Mayor and City Council received the Sheriff's Department Report for the Months of July and August 2024.

4.e. Mayor and City Council received the Code Enforcement and Public Safety Department Report for the Months of July and August 2024.

PRESENTATIONS (CONTINUED)

- 4.f. Josh Vredevoogd, Steering Committee Member, Streets for All, provided a presentation on the Hill to Sea Corridor and requested a letter of support for the project.

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

Anthony Taylor, City Attorney, announced matters that are publicly available but modify the existing agenda that was posted. Agenda Item 9.c., the City Clerk Employment Agreement is publicly available and the item has been updated, under Agenda Item 9.d. there is a corrected ordinance, the anti-camping ordinance, is publicly available, and under Agenda Item 9.e., the tobacco regulatory ordinance, there were additional discussions and analysis, adding another section to add the intent to add additional protections for minors, and to prevent discounts that would cause minors to buy tobacco products when they shouldn't, and the addition reads as, *"A retailer is prohibited from selling any tobacco product to a consumer through an individual tobacco product discount or otherwise provide any such tobacco product discount to a consumer for less than the full price in consideration for the purchase of any tobacco product being sold separately from the original packaging from the manufacturer. The required minimum package size for tobacco products can be established by the City Council through a resolution,"* and a request to hear Agenda Item 9.e. to be moved up and heard after Public Comment.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, 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.

Staff presented a cake to Mayor Pro Tem Bojorquez for his birthday.

1. Estella Pineda, resident and member of the Breathe Clean Coalition South El Monte, spoke in support of Agenda Item 9.e.
2. Manuela Saldaña, resident and member of the Breathe Clean Coalition South El Monte, spoke in support of Agenda Item 9.e.
3. Yaneth Rodriguez, Keck School of Medicine, University of Southern California, shared information from a research article that was emailed to Mayor and City Council, and spoke in support of Agenda Item 9.e. The supplemental email is on file in the City Clerk's Office.

PUBLIC COMMENT (CONTINUED)

4. Dr. Julia Ruedas, Senior Program Manager & Policy Analyst, LAC+USC Medical Center Foundation, thanked Council for allowing their team to present during the last City Council meeting, acknowledged the Breathe Clean Coalition South El Monte and Healthy South El Monte Leadership Council for their support, and spoke in support of Agenda Item 9.e.
5. Cindy Wu, Mountain View School District Board of Education Member, and member of the Breathe Clean Coalition South El Monte, spoke in support of Agenda Item 9.e.
6. Sil Ruiz, Library Manager, South El Monte Library, thanked the Mayor and City Council for their support and for recognizing the contributions of student volunteers during the last City Council meeting, promoted the 45th Annual Bookmark Contest for children in kindergarten through 12th grade to design a bookmark for Los Angeles County libraries, and announced library events and programs.
7. Eduardo Saucedo, resident, commended the Los Angeles County Sheriff's Department, and spoke on asking kids to lead the Pledge of Allegiance during City Council meetings, the Hill to Sea presentation, and on The Rustic & Chic Co.
8. Juliette Martinez, Vice President of Community Impact, American Heart Association, spoke in support of Agenda Item 9.e.
9. The Interim City Clerk read an emailed public comment from Gerson Leon in support of Agenda Item 9.e. A printout of the email is available for public viewing in the City Clerk's Office.

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

Agenda Item 9.e. was heard at this time.

9.e. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1278, AMENDING CHAPTER 8.40 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS

Anthony Taylor, City Attorney, presented a report.

Motion by Councilmember Angel, seconded by Councilmember Delgado, to find that California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 applies, conducted the first reading of Ordinance No. 1278 to amend SEMMC Chapter 8.40 to prohibit the sale of flavored tobacco and electronic cigarettes products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas in order

to preserve the health, safety, and welfare of all community members (especially minors) and to enforce all Federal and State tobacco regulations to the fullest extent permitted by law, and to set adoption of said ordinance 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

7. CONSENT CALENDAR

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the Consent Calendar. 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 September 10, 2024, Regular City Council Meeting.

7.b. Authorized payment of City expenditures for the period of September 11, 2024, through September 24, 2024, totaling \$2,386,159.42.

7.c. Adopted Resolution No. 24-224, approving Amendment No. 1 to the existing agreement Subaward ENP242509 between the City and County, and authorized the City Manager or designer to execute the agreement.

7.d. Approved the construction bid package to solicit bids for the South El Monte Safe Routes to School Pedestrian Safety Project, ATP Cycle 5.

7.e. Adopted Resolution No. 24-225 approving a professional services agreement with San Gabriel Valley Conservation Corps to plant 133 trees, as part of its youth job training program, for the Merced Avenue Greenway South Project, and authorized the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS – None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1276, AMENDING CHAPTER 2.04 OF TITLE 2 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

Anthony Taylor, City Attorney, read the title of the ordinance and presented a report.

Motion by Councilmember Angel, seconded by Councilmember Delgado, to waive first reading and introduce Ordinance No. 1276, regarding the compensation of Councilmembers pursuant to California Government Code section 36516. 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.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-226, APPROVING COST OF LIVING ADJUSTMENTS FOR JOB CLASSIFICATIONS NOT SUBJECT TO A MEMORANDUM OF UNDERSTANDING

Mayor Olmos introduced Rene Salas, City Manager, who presented a report.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 24-226, approving cost of living adjustments of 5% for the City's executive and part-time non-represented employees for FY 2024-25, FY 2025-26, and FY 2026-27. 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.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-227, CONSENTING TO THE APPOINTMENT OF ADRIAN GARCIA AS CITY CLERK AND APPROVAL OF CITY CLERK EMPLOYMENT AGREEMENT

Anthony Taylor, City Attorney, announced the key terms of the agreement's compensation and benefits. Rene Salas, City Manager, introduced Adrian Garcia who was in attendance.

Motion by Councilmember Angel, seconded by Councilmember Delgado, to. 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.d. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1277, ADDING CHAPTER 8.22 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY

Anthony Taylor, City Attorney, read the title of the ordinance and presented a report.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to find that the ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3), based on the analysis provided in the attached ordinance, waive first reading and introduce Ordinance No. 1277, set adoption of said ordinance 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.e. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1278, AMENDING CHAPTER 8.40 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS

This item was skipped due to being heard earlier in the meeting, before General Business Item 9.a.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the grand opening of the Susan Rubio Zocalo Park & Civic Center Plaza in Baldwin Park, the 8th Annual Rosemead Moon Festival, and the Community Bike Ride to Celebrate Women and Girls.

Mayor Pro Tem Bojorquez announced he attended the following: the 9/11 Memorial Ceremony, Mexican Independence Day Fiesta, and the Planning Commission Meeting.

Councilmember Delgado announced he attended the following: the Greater Los Angeles County Vector Control District Board of Trustees Meeting, the 9/11 Memorial Ceremony, and the Mexican Independence Day Fiesta.

Councilmember Angel announced he attended the following: the grand opening of the Susan Rubio Zocalo Park & Civic Center Plaza in Baldwin Park, the 9/11 Memorial Ceremony, the Mexican Independence Day Fiesta, and the swearing in of South El Monte Seniors 3L Club Officers.

Mayor Olmos announced she attended the following: the 9/11 Memorial Ceremony, the grand opening of the Susan Rubio Zocalo Park & Civic Center Plaza in Baldwin Park, the Mexican Independence Day Fiesta, the swearing in of South El Monte Seniors 3L Club Officers, the Planning Commission Meeting, the California Contract Cities Association Board of Directors Meeting, the Southeast Area Animal Control Authority (SEACCA) Commission Meeting, and the Latina Golfers Association Golf 101 event.

11. CORRESPONDENCE – None

12. COUNCILMEMBERS' AGENDA – None

13. CLOSED SESSION

At 8:10 p.m. Anthony R. Taylor, City Attorney, recessed Council into closed session.

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

Pursuant to Government Code Section 54956.9(d)(4) – (one case)

At 8:36 p.m. Mayor Olmos reconvened the meeting with all Councilmembers present.

Anthony R. Taylor, City Attorney, announced City Council discussed Item 13.a., no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 8:38 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, October 8, 2024, at 6:00 p.m.

Sabrina Muhne, Interim City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sabrina Muhne, Interim City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF SEPTEMBER 24, 2024

SUMMARY: Staff is requesting approval of Minutes for the September 24, 2024, Special City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the September 24, 2024, Special City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Spec CC Minutes 9-24-24

CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING MINUTES
Tuesday, September 24, 2024 - 7:30 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 8:39 P.M.

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; Sabrina Muhne, Interim City Clerk; and Robert Molina, Interim Deputy City Clerk.

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

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

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the agenda. 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

3. PUBLIC COMMENT – None

Mayor Olmos opened public comment.

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

4. CONSENT CALENDAR – None

5. GENERAL BUSINESS

5.a. CONSIDERATION AND APPROVAL OF REQUIRED STATEMENT OF RESIDENCY FORM FOR ALL EXISTING COMMISSIONERS AND REVIEW OF UPDATES TO APPLICATION FOR APPOINTMENT TO COMMISSION FOR FUTURE COMMISSIONERS

Anthony Taylor, City Attorney, summarized that based on council's direction at the prior regular meeting, a statement of residency form was drafted for discussion

and direction, as well as draft changes were made to the application for future commissioners, needing approval or further direction.

Discussion ensued among City Council on the topics of: clarification if City Councilmembers also have to sign the affidavit, the process of removing councilmembers via the Attorney General's authority versus removing commissioners via City authority, clarification on AB 1234 Ethics training and Form 700 filing requirements, initiation of legal action and potential criminal consequences, specific language in the penalty of perjury statement, clarification of affidavit fields, definition of residency, changing the word of residency to residence, commissioners accepting stipends when not local residents and its potential criminal consequences, clarification on the affidavit fields, standards of residency requirements at other districts, further changes to the application draft, and the requirements of a driver's license and utility bill are sufficient with the statement of signing under penalty of perjury with the application.

Motion by Councilmember Angel, seconded by Councilmember Acosta, to update the Application for Appointment to Commission by adding required proof of residence with a driver's license and a utility bill, and to include a statement made under penalty of perjury to the application. Motion passed 5-0, by the following vote:

Anthony Taylor, City Attorney, requested clarified that this motion does not include requiring the affidavit

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

NAYS: Councilmember(s): None

6. CLOSED SESSION – None

7. ADJOURNMENT

There being no further business coming before this body, at 9:08 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, October 8, 2024, at 6:00 p.m.

Sabrina Muhne, Interim City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.c.

DATE: October 8, 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. 24-228, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 25, 2024, THROUGH OCTOBER 8, 2024

SUMMARY: Authorizing payment of City expenditures for the period of September 25, 2024, through October 08, 2024, totaling \$1,875,324.41.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 24-228, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 24-228
- B. Expense Approval Report 10.08.24

ATTACHMENT A

RESOLUTION NO. 24-228

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF SEPTEMBER 25, 2024, THROUGH OCTOBER 8,
2024, TOTALING \$1,875,324.41.

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 24/25	Electronic Warrants	09/11/24-09/24/24	DFT0002123-2192	\$201,352.86
FY 24/25	Regular Warrants	09/11/24-09/24/24	15139-15236	\$1,290,478.24
Payroll	Check	PPE 09/14/24	1922-1927	\$4,794.27
Payroll	Direct Deposit	PPE 09/14/24	7860-8024	\$199,517.75
Payroll	Manual Check	PPE 09/14/24	1928-1930	\$2,448.94
Payroll	Check	PPE 09/28/24	1937-1943	\$5,959.32
Payroll	Direct Deposit	PPE 09/28/24	8025-8145	\$170,773.03

TOTAL EXPENDITURES RESOLUTION NO. 24-228, \$1,875,324.41

PASSED, APPROVED, AND ADOPTED this 8th day of October 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

Attachment: Exhibit A – Expense Report

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-228, 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 8th day of October 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 10/8/24

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	15139	09/23/2024	SEPT'24 ADMIN	1,672.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	15139	09/23/2024	SEPT'24 MISC	520.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15140	09/23/2024	A.R GARNISHMENT PPE 9/14/24	8.15
01.0000.0000.2240	VONS CREDIT UNION	15141	09/23/2024	SEPT'24	114.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	15142	09/25/2024	6/20/24 SPECIAL EVENT INSURANCE	329.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	15142	09/25/2024	6/27/24 NIGHT MARKET INSURANCE	463.00
01.0151.1544.5210	ALLIANT INSURANCE SERVICES	15142	09/25/2024	FOURTH OF JULY EVENT INSURANCE	329.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	15142	09/25/2024	8/22/24 SPECIAL EVENT INSURANCE	463.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	15142	09/25/2024	8/8/24 NIGHT MARKET INSURANCE	463.00
01.0151.1543.5952	AARON REYES	15143	10/01/2024	10/3/24 NIGHT MARKET BAND PERFORMANCE	1,850.00
01.0170.1020.5910	JOHN POEHLER	15144	10/01/2024	OCT'24 JPIA CONFERENCE/ PER DIEM	280.00
01.0170.1100.6015	LIGHT & POWER INTERNATIONAL	15145	10/01/2024	SAFETY CENTER OFFICE IMPROVEMENTS	14,350.00
01.0170.1100.6015	LIGHT & POWER INTERNATIONAL	15145	10/01/2024	SAFETY CENTER OFFICE IMPROVEMENTS	1,800.00
01.0151.1541.5215	MARCO CUELLAR	15146	10/01/2024	10/2/24 BBALL OFFICIAL SVCS	105.00
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	15147	10/01/2024	SEPT'24 FOLKLORICO DANCE LESSONS	300.00
01.0151.1541.5215	SAUL GUARDADO	15148	10/01/2024	10/2/24 BBALL OFFICIAL SVCS	105.00
01.0130.1330.5715	T-MOBILE USA INC	15149	10/01/2024	8/21-9/20/24 CITY CELL PHONES	4,582.94
01.0151.1543.5952	ZUMAYA RENTALS	15150	10/01/2024	10/3/24 NIGHT MARKET EQUIP RENTALS	1,000.00
01.0100.1050.5406	2010 OFFICE FURNITURE, INC	15151	10/02/2024	BOOKCASE - HR	1,882.06
01.0170.1710.5520	A & R SAFE & LOCK CORP.	15152	10/02/2024	KEYS FOR CHALL	101.98
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	15153	10/02/2024	SEPT'24 PC MEETING	100.00
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	15154	10/02/2024	10/3/24 NIGHT MARKET EVENT INSURANCE	463.00
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	DEPT SUPPLIES	40.56
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	WHITE BOARD/ CRAFT ROOM	207.49
01.0100.1050.5908	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	SNACKS FOR TRAINING/ 9/18/24	125.07
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	BACK SUPPORT/ CHAIR BICYCLE MACHINE	44.02
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	POKER TABLE/ SOCIAL ACTIVITIES	205.00
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	CROSSING GUARD HATS	76.05
01.0160.1650.5520	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	USA FLAG	40.74
01.0160.1660.5520	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	USA FLAG	40.74
01.0160.1670.5520	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	USA FLAG	40.74
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	PRINTER INK	733.25
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	CROSSING GUARD HATS	76.05
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	DEPT SUPPLIES	94.53
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15155	10/02/2024	SOCIAL BINGO SUPPLIES	72.74
01.0170.1770.5525	ANDY TRUONG	15156	10/02/2024	#007 VEHICLE REPAIRS	733.01
01.0151.1543.5952	ARIANA GUTIERREZ	15157	10/02/2024	9/11 CERMONY DECORATIONS	250.00
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	15158	10/02/2024	#30 NEW PA SYSTEM	649.68
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	15158	10/02/2024	#27 NEW PA SYSTEM	649.68
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	15158	10/02/2024	#23 NEW PA SYSTEM	649.68
44.0800.8010.5525	AUTOZONE	15159	10/02/2024	HIGH LAMP CIRCUIT BREAKER	40.41
44.0800.8010.5525	AUTOZONE	15159	10/02/2024	#21 NEW INVERTER	349.69
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15160	10/02/2024	JUN'24 TRAFFIC SIG ROUTINE	2,225.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15160	10/02/2024	JUN'24 TRAFFIC SIG MAINT	9,985.00

02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15160	10/02/2024	AUG'24 TRAFFIC SIG ROUTINE	2,225.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15160	10/02/2024	AUG'24 TRAFFIC SIG CALL OUT	7,539.00
01.0150.1515.5204	BLANCA M. FIGUEROA	15161	10/02/2024	SEPT'24 PC MEETING	100.00
01.0000.0000.4554	BRIANNA MENA	15162	10/02/2024	9/1/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	15163	10/02/2024	AUG'24 BLDG INSPECTOR SVCS	8,406.41
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	15163	10/02/2024	AUG'24 BLDG OFFICIAL SVCS	375.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	15163	10/02/2024	AUG'24 BLDG OFFICIAL SVCS	225.00
01.0130.1460.5215	CITY OF DOWNEY	15164	10/02/2024	FY24-25 ANIMAL CTRL & SHELTERING SVCS	73,059.50
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	15165	10/02/2024	JUNE'24 CNG FUEL	59.47
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	15165	10/02/2024	JULY'24 CNG FUEL	102.50
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	15165	10/02/2024	AUG'24 CNG FUEL	67.96
01.0140.1430.5931	COSTAR REALTY INFORMATION, INC	15166	10/02/2024	SEPT-NOV'24 SOFTWARE LICENSE	2,765.67
01.0150.1510.5204	DAVID FLORES	15167	10/02/2024	SEPT'24 PC MEETING	100.00
01.0150.1530.5406	DONATO VALLE ACEVEDO	15168	10/02/2024	3 SINGLE SOFA CHAIRS/ MULTIPURPOSE ROOM	1,650.00
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	15169	10/02/2024	8/30 PEST CONTROL CCTR	79.20
01.0170.1770.5525	EL MONTE ORNAMENTAL SUPPLY, INC.	15170	10/02/2024	YARD GATE REMOTES	181.91
01.0151.1546.5406	EL MONTE PRINTING	15171	10/02/2024	CHRISTMAS WISH DONATION LETTERS	418.95
01.0140.1410.5204	EMILY LARES	15172	10/02/2024	SEPT'24 PC MEETING	150.00
01.0170.1750.5520	EWING IRRIGATION	15173	10/02/2024	IRR REPAIRS/ DURFEE/PECK	351.25
41.0810.8110.6025	EWING IRRIGATION	15173	10/02/2024	IRR REPAIRS AT THEINES	86.61
01.0170.1770.5525	FORD OF MONTEBELLO	15174	10/02/2024	#41 #42 STEP ASSIST	1,315.88
01.0000.0000.4554	GABRIELA CHACON	15175	10/02/2024	7/28/24 AQUA RESERVATION DAMAGE DEPOSIT RFND	500.00
68.0900.9000.5968	GENTRY BROTHERS INC	15176	10/02/2024	AUG'24 CON/GREENWAY#407	90,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	15176	10/02/2024	AUG'24 CON/GREENWAY#407	18,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	15176	10/02/2024	AUG'24 CON/GREENWAY#407	106,180.00
68.0900.9000.5968	GENTRY BROTHERS INC	15176	10/02/2024	AUG'24 CON/GREENWAY#407	350,072.90
68.0900.9000.5968	GENTRY BROTHERS INC	15176	10/02/2024	AUG'24 CON/GREENWAY#407	439,626.30
68.0900.9000.5968	GENTRY BROTHERS INC	15176	10/02/2024	AUG'24 CON/RET GRNWAY#407	(50,193.96)
01.0170.1770.5525	GOT PROPANE INC	15177	10/02/2024	FORKLIFT PROPANE	79.29
01.0160.1670.5520	GRAINGER	15178	10/02/2024	FLUSH VALVE/ MVD	240.74
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	HARDWARE/ CCTR	6.95
44.0800.8010.5525	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	#21 #16 AMP INSTRALL	66.24
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	CRIMPING TOOL FOR CHALL	98.99
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	CAMERA/POWER SEALANT NTP	26.37
01.0170.1740.5962	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	LONG DRILL BITS	17.58
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	KEYS/ PSO	30.25
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	SUPP FOR TOILET REPAIRS MCTR	42.87
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	15179	10/02/2024	CAGE HARDWARE/ POOL	106.00
01.0120.1210.5215	GREEN PUBLIC AFFAIRS & CAMPAIGNS	15180	10/02/2024	PUBLIC EDU EFFOPT. SEM MEASURE	9,000.00
01.0160.1660.5520	HAJOCA CORPORATION	15181	10/02/2024	WATER FILTER/ SHIVELY	26.29
02.0170.1760.5540	HERC RENTALS INC	15182	10/02/2024	ARIEL LIFT RENTAL	2,523.35
06.0300.3010.5215	HUNTINGTON CULINARY	15183	10/02/2024	9/9-9/13/24 MEALS/ CI NUTR PRGM	5,341.50
06.0300.3020.5215	HUNTINGTON CULINARY	15183	10/02/2024	9/9-9/13/24 MEALS/ CII NUTR PRGM	611.05
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	15184	10/02/2024	DOOR REPAIR CCTR	1.48
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	15184	10/02/2024	BRACKETS FOR CCTR DOOR	4.10
01.0000.0000.4560	JASMINE CHAVEZ	15185	10/02/2024	SWIM LESSON: SESSION 1 NON-RESIDENT RFND	50.00
01.0151.1545.5499	JCL TRAFFIC SERVICES	15186	10/02/2024	NIGHT MARKET SAFETY RENTALS	2,850.00
01.0160.1640.5520	JCL TRAFFIC SERVICES	15186	10/02/2024	POOL SIGNAGE	171.22
01.0151.1545.5430	JCL TRAFFIC SERVICES	15186	10/02/2024	CLASS 3 VESTS NIGHT MRKET	262.17
02.0170.1760.5520	JCL TRAFFIC SERVICES	15186	10/02/2024	ADHESIVE FOR STREETS CITY WIDE	248.06
02.0170.1760.5540	JCL TRAFFIC SERVICES	15186	10/02/2024	STREET NO PARKING SIGNS	2,488.07

02.0170.1760.5540	JCL TRAFFIC SERVICES	15186	10/02/2024	WALKING STREET STRIPPER	252.58
02.0170.1760.5540	JCL TRAFFIC SERVICES	15186	10/02/2024	STREET REPAIR SUPPLIES	926.65
01.0151.1545.5499	JCL TRAFFIC SERVICES	15186	10/02/2024	BARRICADE / OPEN SIGN	926.10
02.0170.1760.5540	JCL TRAFFIC SERVICES	15186	10/02/2024	STREET SIGN SUPPLIES	1,132.05
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	15187	10/02/2024	SEPT'24 PC MEETING	150.00
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15188	10/02/2024	JULY'24 IW PRGM SVCS	3,315.75
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15188	10/02/2024	JULY'24 NDPES PRGM SVCS	1,248.40
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15188	10/02/2024	JULY'24 LAND DEVELOPMENT PRGM SVCS	1,062.00
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15188	10/02/2024	JULY'24 USED OIL RECYCLING	596.50
01.0000.0000.4250	KB HOME GREATER LOS ANGELES	15189	10/02/2024	INCORRECT PLAN CHECK FEE REFUND	1,778.94
01.0140.1410.5204	KENNETH EUEKHEANG TANG	15190	10/02/2024	SEPT'24 PC MEETING	150.00
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	15191	10/02/2024	JUL'24 PS&E SVCS #296	1,664.74
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	15191	10/02/2024	AUG'24 2222 RSMD PEER REVIEW SVCS	19,477.57
01.0170.1720.5520	L.A. COUNTY FIRE DEPARTMENT	15192	10/02/2024	7/1/24-6/30/25 HAZ MAT PRGM/ YARD	2,014.00
01.0170.1710.5520	L.A. COUNTY FIRE DEPARTMENT	15192	10/02/2024	7/1/24-6/30/25 HAZ MAT PRGM/ CHALL	1,166.00
01.0140.1410.5204	LARRY RODRIGUEZ	15193	10/02/2024	SEPT'24 PC MEETING	150.00
01.0140.1410.5204	LEONEL A. BARRERA JR	15194	10/02/2024	SEPT'24 PC MEETING	150.00
01.0100.1020.5405	LOS ANGELES COUNTY ASSESSOR	15195	10/02/2024	CITY MAP	8.07
01.0150.1540.5956	MAKE IT LA LLC	15196	10/02/2024	STAFF SWEATERS	1,523.00
01.0000.0000.4554	MARITZA HERNANDEZ	15197	10/02/2024	9/22/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0160.1650.5520	MARTINEZ PUMPING SERVICE, INC	15198	10/02/2024	NTP REPAIRS	125.00
01.0160.1660.5520	MARTINEZ PUMPING SERVICE, INC	15198	10/02/2024	SINK REPAIR/ SHIVELY	125.00
01.0160.1620.5520	MARTINEZ PUMPING SERVICE, INC	15198	10/02/2024	SENIOR CENTER REPAIRS	175.00
02.0170.1760.5540	MEISTER SEALCOAT & SUPPLIES, LLC	15199	10/02/2024	POTOLE PATCH	1,249.54
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	RANGE GUARD CERTIFIED	278.00
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	EXHAUST FAN CLEANING/ NTP	425.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	RANGE GUARD CERTIFIED/ SCTR	308.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	EXHAUST CLEANING/ SCTR	495.00
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	RANGE GUARD CERTIFIED	278.00
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	EXHAUST FAN CLEANING/ NTP	425.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15200	10/02/2024	EXHAUST CLEANING/ SCTR	495.00
01.0000.0000.4554	MONIQUE GARCIA	15201	10/02/2024	9/21/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0170.1770.5525	MORENO AUTO BODY REPAIR INC.	15202	10/02/2024	#5 DAMAGE HOOD & PAINT	1,200.00
01.0130.1310.5906	MOSS, LEVY & HARTZHEIM, LLP	15203	10/02/2024	INTERIM AUDIT YEAR END 6/30/24	15,000.00
44.0800.8020.5215	NADA BUS, INC.	15204	10/02/2024	6/21/24 SENIOR SVCS EXCURSIONS	1,170.00
01.0150.1515.5204	NAOMI LOPEZ	15205	10/02/2024	SEPT'24 PC MEETING	100.00
01.0170.1770.5525	NAPA AUTO PARTS	15206	10/02/2024	NEW LOCK BAR FOR TRUCK BED	109.95
39.0900.9000.6025	ONYX ARCHITECTS, INC	15207	10/02/2024	AUG'24 CHALL RSTRM/PROF SVCS#637	2,191.75
68.0900.9000.6025	ONYX ARCHITECTS, INC	15207	10/02/2024	AUG'24 CHALL RSTRM/PROF SVCS#252	2,191.75
01.0170.1770.5525	PETE'S ROAD SERVICE, INC.	15208	10/02/2024	TIRE FOR TRACTOR	416.09
01.0000.0000.4554	PETRA CERDA	15209	10/02/2024	9/29/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0170.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	15210	10/02/2024	AUG'24 ADMIN CITE SVCS	154.80
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	15210	10/02/2024	AUG'24 PARKING CITE SVCS	2,644.87
01.0160.1630.5520	PLUMBING HEROES, LLC	15211	10/02/2024	WATERLINE REPAIR MCTR	1,450.00
01.0160.1610.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / CCTR	49.86
01.0160.1620.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / SCTR	49.86
01.0160.1630.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / MCTR	49.86
01.0160.1640.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / POOLS	49.86
01.0160.1650.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS/ NTP	103.76
01.0160.1670.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / MVD	103.76
01.0170.1710.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / CHALL	133.10

01.0170.1710.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / PSO	100.00
01.0170.1720.5520	POST ALARM SYSTEMS	15212	10/02/2024	OCT'24 ALARM SVCS / YARD	138.60
01.0170.1720.6025	POST ALARM SYSTEMS	15212	10/02/2024	YARD ACCESS GATE DEPOSIT	12,734.73
01.0151.1545.5499	PREMIER JANITORIAL SERVICES	15213	10/02/2024	MARKET MARKET EQUIP	2,593.39
06.0300.3010.5430	PRINT XPRESSIONS	15214	10/02/2024	TABLES CLOTHS/ NUTR PRGM TABLES	401.74
01.0100.1020.5405	QUENCH USA, INC.	15215	10/02/2024	OCT'24 WATER FILTER/ CHALL	128.51
01.0160.1620.5520	QUENCH USA, INC.	15215	10/02/2024	OCT'24 WATER FILTER/ SCTR	56.23
01.0160.1610.5520	QUENCH USA, INC.	15215	10/02/2024	OCT'24 WATER FLTR/CCTR	38.59
01.0150.1530.5430	RENE BURGUA	15216	10/02/2024	10/23/24 BAND PERFORMANCE/ SR EVENT	1,700.00
01.0150.1515.5204	ROSEMARY RACHEL TAVERA	15217	10/02/2024	SEPT'24 PC MEETING	100.00
01.0160.1620.5520	SONRISE ELECTRIC INC	15218	10/02/2024	MARQUEE REPAIRS/ SCTR	1,584.00
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	GREEN MARKING PAINT/ NTP	9.54
02.0170.1760.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	BATTERY FOR HEAD LAP	3.03
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	SEALANT FORM/ THEINES	38.37
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	THEINES GATEWAY PROJECT	163.96
01.0170.1750.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	CRUSHED ROCK THEINES GATEWAY	81.98
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	CRUSHED ROCK THEINES GATEWAY	163.96
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	THEINES GATEWAY PROJECT	81.98
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	THIENES GATEWAY PROJECT	993.76
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	THEINES PROJECT	379.92
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	WATER COVER AND PLATE	95.37
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	THEINES GATEWAY PROJECT SUPPLIES	205.51
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	9722 RUSH SIDEWALK REPAIR	267.41
41.0810.8110.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15219	10/02/2024	CRUSHED ROCK THEINES GATEWAY	163.96
01.0170.1770.5525	SOUTHERN TIRE MART LLC	15220	10/02/2024	TRACTOR TIRES	405.51
01.0000.0000.4554	STEPHANIE RODRIGUEZ	15221	10/02/2024	9/28/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50.00
01.0151.1543.5952	STUDIO9D8, INC	15222	10/02/2024	PARTICIPANT SHIRTS/ WOMEN & GIRLS BIKE RIDE	600.00
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	15223	10/02/2024	AUG'24 CITATION REVENUE	4,546.00
01.0150.1540.5908	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	REFRESHMENTS/ STAFF TRAINING	42.75
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	DOUBLE FIBER BREAD CI NUTR PRGM	123.84
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	FIBER BREAD CII NUTR PRGM	13.75
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	FIBER BREAD CI NUTR PRGM	60.27
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	FIBER BREAD CII NUTR PRGM	6.69
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	TORTILLAS CI NUTR PRGM	39.54
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	TORTILLAS CII NUTR PRGM	4.39
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	TORTILLAS CI NUTR PRGM	35.91
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	TORTILLAS CII NUTR PRGM	3.99
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	TORTILLAS & BREAD/CI NUTR PRGM	114.86
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15224	10/02/2024	TORTILLAS & BREAD/CII NUTR PRGM	12.76
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	15225	10/02/2024	8/26-9/5/24 CAR WASHES	185.96
01.0151.1543.5952	T & G GLOBAL LLC	15226	10/02/2024	DECORATIONS/ CITY CHRISTMAS TREE & EVENTS	22,701.25
01.0100.1050.5936	TAG/AMS, INC.	15227	10/02/2024	JULY'24 RANDOM DRUG TEST	95.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	15228	10/02/2024	OCT'24 NEWSLETTER	6,298.36
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15229	10/02/2024	MAY'24 ATP CYCLE 6 GRANT ASSISTANCE	121.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15229	10/02/2024	JUNE'24 ATP CYCLE 6 GRANT ASSISTANCE	148.50
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	15229	10/02/2024	JULY'24 BLDG PLAN CHECK SVCS	31,775.74
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15229	10/02/2024	JUL'24 PLAN CK ENG SVCS#252	1,960.00
44.0800.8010.5525	TRUE AUTO WERX	15230	10/02/2024	#16PWER & GRIND NEW HARNESS	70.00
01.0170.1720.5520	ULINE	15231	10/02/2024	PARKING STOPS/ TRANSPO YARD	470.72
01.0170.1720.5520	ULINE	15231	10/02/2024	YARD UMBRELLA	60.00
01.0170.1750.5520	ULINE	15231	10/02/2024	LANDSCAPE UMBRELLAS	180.00

01.0170.1760.5540	ULINE	15231	10/02/2024	STREETS UMBRELLAS	120.00
01.0160.1620.5420	UNISHIELD	15232	10/02/2024	9/3/24 FIRST AID SUPPLIES	243.92
01.0160.1610.5520	UNISHIELD	15232	10/02/2024	SHIPPING FEE FOR ICE PACKS CCTR	109.95
01.0170.1740.5435	WAXIE SANITARY SUPPLY	15233	10/02/2024	DISINFECTANT FOAM	549.05
01.0160.1650.5520	WHITTIER FERTILIZER	15234	10/02/2024	TOP SOIL/ NTP	30.87
01.0170.1710.5520	WHITTIER FERTILIZER	15234	10/02/2024	GORILLA HAIR FOR CHALL	670.32
01.0130.1330.5950	XEROX CORPORATION	15235	10/02/2024	7/30-8/29/24 COPIER LEASE	282.63
01.0130.1330.5950	XEROX CORPORATION	15235	10/02/2024	8/30-9/29/24 COPIER LEASE	282.63
01.0000.0000.4560	XUEHONG HUANG	15236	10/02/2024	SWIM LESSON SESSION 5 RFND	50.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002123	09/17/2024	7/23-8/20/24 1530 CENTRAL AVE	430.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002124	09/17/2024	7/23-8/20/24 1415 SANTA ANITA AVE	901.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002125	09/17/2024	7/23-8/20/24 1341 ISLAND/ SANTA ANITA	43.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002126	09/17/2024	7/23-8/20/24 1500 CENTRAL AVE	991.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002127	09/17/2024	7/23-8/20/24 1450 LIDCOMBE AVE	6,387.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002128	09/17/2024	7/23-8/20/24 1402 LERMA	5,114.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002129	09/17/2024	7/23-8/20/24 1819 CENTRAL AVE	982.41
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002130	09/17/2024	7/23-8/20/24 1556 CENTRAL AVE	415.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002131	09/17/2024	7/23-8/20/24 1450 LIDCOMBE AVE	356.88
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002132	09/18/2024	AUG'24 STREET LIGHTS	3,588.70
02.0170.1760.5537	SOUTHERN CALIFORNIA EDISON	DFT0002133	09/18/2024	7/17-8/14/24 STREET LIGHTS	1,896.00
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002134	09/16/2024	AUG'24 2028 CENTRAL AVE	293.52
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0002135	09/19/2024	7/24-8/23/24 FUEL-CITY TRANSPORTATION	6,708.76
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002136	09/20/2024	RATE PLAN 27216	353.96
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002137	09/20/2024	RATE PLAN 23047	2,092.16
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002137	09/20/2024	RATE PLAN 27216	20,132.41
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002137	09/20/2024	RATE PLAN 685	9,062.15
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002138	09/19/2024	PPE 9/14/24 FEDERAL	18,620.33
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002138	09/19/2024	PPE 9/14/24 FICA	28,110.30
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002138	09/19/2024	PPE 9/14/24 MEDICARE	6,574.04
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002139	09/20/2024	PPE 9/14/24 TNG WTHD'G	12.67
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002139	09/20/2024	PPE 9/14/24 UI TAX WTHD'G	253.42
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002139	09/20/2024	PPE 9/14/24 STATE WTHD'G	6,758.15
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002140	09/20/2024	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002140	09/20/2024	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002140	09/20/2024	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002140	09/20/2024	CASE 200000002135289	780.50
01.0151.1541.5499	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	NIGHT MARKET EQUIPMENT	439.90
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	NIGHT MARKET SUPPLIES	430.20
01.0151.1545.5499	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	NIGHT MARKET SUPPLIES	84.00
01.0151.1545.5499	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	NIGHT MARKET EQUIPMENT	96.01
01.0151.1545.5499	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	NIGHT MARKET EQUIPMENT	90.32
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	WATER FOUNTAIN INSTALL SUPPLIES	55.46
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	PAINT/ BOXING GYM	78.88
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	PAINT SUPPLIES	128.51
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	SUPPLIES/ SCTR	89.64
01.0160.1630.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	THERMOSTAT/ MCTR	134.05
01.0160.1640.5425	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	CHLORINATING LIQUID	66.06
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	TOTE	8.80
01.0170.1520.5430	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	EMERGENCY SUPPLIES	77.20
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	METAL TRIM REPAIR SUPPLIES	13.12
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	DRYWALL SUPPLIES	47.15

01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	MICROWAVE/ LUNCH ROOM	77.27
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	STELL HAND TRUCKS	142.23
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	JANITORIAL SUPPLIES	92.03
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	SMALL TOOLS	72.67
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	HEADLIGHTS	198.09
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	STELL HAND TRUCKS	142.22
01.0170.1750.5962	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	STELL HAND TRUCKS	142.22
01.0170.1760.5545	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	PAINT STRAINER	40.01
02.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0002141	09/26/2024	STELL HAND TRUCKS	142.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002142	09/24/2024	9/1-10/1/24 1415 SANTA ANITA AVE	77.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002143	09/24/2024	9/1-10/1/24 1900 CENTRAL AVE	116.31
01.0170.1730.5705	SO CAL GAS	DFT0002144	09/24/2024	8/14-9/16/24 1450 LIDCOMBE AVE	88.21
01.0170.1730.5705	SO CAL GAS	DFT0002145	09/24/2024	8/14-9/16/24 1556 CENTRAL AVE	296.20
01.0170.1730.5705	SO CAL GAS	DFT0002146	09/24/2024	8/14-9/16/24 1530 CENTRAL AVE	111.67
01.0170.1730.5705	SO CAL GAS	DFT0002147	09/24/2024	8/14-9/16/24 1824 CENTRAL AVE	88.21
01.0170.1730.5705	SO CAL GAS	DFT0002148	09/24/2024	8/14-9/16/24 1500 CENTRAL AVE	645.61
01.0170.1730.5705	SO CAL GAS	DFT0002149	09/24/2024	8/14-9/16/24 1900 CENTRAL AVE	41.29
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002150	09/23/2024	8/9-9/9/24 1459 SANTA ANITA AVE	570.34
01.0170.1100.5406	SPARKLETTS	DFT0002151	09/24/2024	AUG'24 WATER SVCS	23.98
01.0170.7020.5406	SPARKLETTS	DFT0002151	09/24/2024	AUG'24 WATER SVCS	23.98
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SOUTH PASADENA CONF/ MEETING MEALS	89.48
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	L.A DEPT OF TRANSPORATION CEREMONY PARKING	2.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SGV NEWS SUBSCRIPTION	26.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ZOOM MONTHLY SUBSCRIPTION	339.90
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JULY'24 EMPLOYEE RECONITION	38.75
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	MISC PURCHASES/ REIMBURSED	77.85
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ADOBE ACROBAT YEARLY SUBSCRIPTION	239.88
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ADOBE CREDIT REFUND	(178.59)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	UNIFORMS	403.59
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	395.86
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	125.70
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	UNIFORMS RETURN CREDIT	(30.87)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	UNIFORMS RETURN CREDIT	(372.72)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	123.06
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP FIELD TRIP TICKETS	3,800.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SPECIAL EVENT SUPPLIES	129.50
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NIGHT MARKET SUPPLIES	117.00
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NIGHT MARKET SUPPLIES	364.40
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CREATIVE CLOUD SOFTWARE CREDIT	(193.25)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JULY'24 SPOTIFY SUBSCRIPTION	19.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NNO SUPPLIES	19.22
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NNO SUPPLIES	186.88
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	8/8/24 SOCIAL MEDIA AD/ NIGHT MARKET	13.72
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APPLE ICLOUD SUBSCRIPTION	2.99
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NIGHT MARKET STAFF TRAINING MEALS	265.10
01.0160.1660.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ZORO TOOLS RETURN CREDIT	(2,207.18)
01.0170.1740.5435	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	AMRPO CCTR FLOOR CLEANER	345.81
01.0170.1770.5525	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	#5 DMV PROCESSING FEE	0.57
01.0170.1770.5525	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	#5 DMV REGISTRATION/ PLATE	27.00

01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JUNE'24 NAELO CONF/ REGISTRATION	900.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ADOBE MONTHLY SUB CREDIT	(0.33)
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	COOKIES/ BDAY SOCIAL	169.95
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PLACEMENT RETURN CREDIT	(15.42)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PARKING CHARGES	2.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PROM DECOR SUPPLIES	30.67
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	STEAMER FOR SPECIAL EVENTS DECOR	71.65
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SPECIAL EVENT SUPPLIES	96.95
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PLACEMENT RETURN CREDIT	(15.42)
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PROM DECOR SUPPLIES	518.31
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	HAIR NETS RETURN CREDIT	(11.00)
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	DEPT SUPPLIES	82.52
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SEPT'24 PWX EXPO FLIGHT CHARGES	408.95
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APWA SEMINAR REGISTRATION	100.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	AQUATICS SUPPLIES	9.38
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	OFFICE SUPPLIES	18.73
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	OFFICE SUPPLIES	36.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	107.89
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	2,696.56
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	38.87
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	148.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP SUPPLIES	30.94
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BOXING SUPPLIES	171.01
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BOXING EQUIPMENT	198.49
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BOXING SUPPLIES	409.39
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BIKE RIDE SUPPLIES	95.14
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BIKE RIDE SUPPLIES	107.31
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	EVENING WITH A DEPUTY SUPPLIES	154.76
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	MOVIES IN THE PARK SUPPLIES	1,935.00
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NIGHT MARKET SUPPLIES	48.40
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NIGHT MARKET SUPPLIES	11.05
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	TRAINING MEALS	262.83
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	TRAINING MEALS	181.92
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	AUG'24 JPIA LEADERSHIP ACADEMY FLIGHT CHARGES	118.87
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JPIA TRANSPORTATION CHARGES	79.98
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JPIA TRANSPORTATION CHARGES	32.20
01.0100.1050.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	LUNCH FOR INTERVIEW RATERS	44.98
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL SUPPLIES	433.22
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL SUPPLIES	7.58
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL SUPPLIES	157.54
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL SUPPLIES	36.46
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL SUPPLIES	39.78
01.0100.1010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NALEO EDU ANNUAL MEMBERSHIP	100.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PANERA BREAD/ STAFF	139.46
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL MTG MEALS	226.15
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	PANERA BREAD/ CITY COUNCIL MTG MEALS	198.57
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	INTERNSHIP LUNCHEON MEETING	257.96
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY COUNCIL MTG MEALS	13.50
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CITY TILES	121.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ADOBE CREDIT	(10.00)
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CHALL SUPPLIES	372.52

01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	2024 LUNCHEON LEADERSHIP SERIES MTG	50.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FRONT LOBBY DECORATIONS	276.48
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FRONT LOBBY DECORATIONS	65.24
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	AUGUST CRAFT SUPPLIES	128.08
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JULY SOCIAL/ ICE CREAM	126.31
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SENIOR PROM SUPPLIES	31.51
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	DRAPING FOR SENIOR PROM	140.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CI NUTR PRGM SUPPLIES	115.40
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CI NUTR PRGM SUPPLIES	515.29
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	115.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	60.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	9.91
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	8.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP EXCURSION DEPOSIT	504.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	409.03
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	365.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	348.55
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	228.68
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	62.25
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SNACKS/ STAFF TNG & WELLNESS	140.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	116.24
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	90.94
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	84.12
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BABY LAB PROGRAM SUPPLIES	78.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	73.31
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	76.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PROGRAM SUPPLIES	171.46
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FOOD/ STAFF MEETING	234.85
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	DRINKS & SNACKS/ STAFF MEETING	390.31
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FOOD/ STAFF MEETING	28.26
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	AQUATIC UNIFORMS	659.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PRGM SUPPLIES	105.84
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PRGM SUPPLIES	105.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CAMP PRGM SUPPLIES	38.61
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CONCERT EVENTS SUPPLIES	271.66
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NATIONAL NIGHT OUT EVENT SUPPLIES	472.37
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CONCERT EVENTS SUPPLIES	236.09
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SPECIAL EVENT PIZZA	189.59
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SPECIAL EVENT PIZZA	94.79
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SPECIAL EVENT DONUTS	157.43
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CONCERT EVENTS SUPPLIES	115.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CONCERT EVENTS SUPPLIES	76.79
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SPECIAL EVENT DONUTS	47.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	NATIONAL NIGHT OUT EVENT SUPPLIES	962.24
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	BOXING GYM EQUIPMENT	175.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CONCERT EVENTS SUPPLIES	4.41
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	SUMMER CONCERT EVENTS SUPPLIES	68.76
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CHALL OFFICE SUPPLIES	37.43
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FINANCE OFFICE SUPPLIES	21.91
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FINANCE OFFICE SUPPLIES	92.74
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	FINANCE OFFICE SUPPLIES	159.73

01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	CABLE & INTERNET SVCS	154.98
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JULY'24 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	JULY'24 STAMPLI CHARGES	2,317.50
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	6/3-7/2/24 CITY CELL PHONE- FIRSTNET	3,899.29
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	TELENYX PLATFORM	113.15
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APPLE RE-OCCURING CHARGES	10.99
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APPLE RE-OCCURING CHARGES	1.99
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	APPLE RE-OCCURING CHARGES	9.99
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	TVALUE ONLINE ANNUAL SUBSCRIPTION	60.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ADOBE CLOUD APPS SUBSCRIPTION	437.89
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002152	09/06/2024	ADOBE CLOUD APPS SUBSCRIPTION	162.55
02.0170.1760.5550	ATHENS SERVICES	DFT0002153	09/16/2024	SEPT'24 SWEEPER SVCS	7,057.92
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002154	09/27/2024	RATE PLAN 685	2,997.85
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002154	09/27/2024	RATE PLAN 27216	6,044.72
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002155	09/24/2024	PPE 9/28/24 MEDICARE	7.66
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002155	09/24/2024	PPE 9/28/24 FEDERAL	32.74
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002156	09/26/2024	9/26/24 RETRO/ FEDERAL	2,554.33
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002156	09/26/2024	9/26/24 RETRO/ FICA	6,791.08
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002156	09/26/2024	9/26/24 RETRO/ MEDICARE	1,588.22
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002157	09/27/2024	7/1-9/14/24 RETRO/ STATE WTHD'G	517.09
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0002158	09/11/2024	7/15-8/12/24 POSTAGE CHARGES	435.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002159	09/30/2024	8/5-9/9/24 THIENES/ PARKWAY	30.89
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002160	09/30/2024	8/5-9/9/24 1222 PECK RD	397.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002161	09/30/2024	8/5-9/9/24 1710 DURFEE AVE	292.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002162	09/30/2024	8/5-9/9/24 FARNDON-PECK	90.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002163	10/01/2024	8/8-9/12/24 N LERMA/ MILLET	276.05
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002164	10/01/2024	8/7-9/11/24 1675 DURFEE AVE	202.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002165	10/01/2024	8/6-9/10/24 1903 DURFEE AVE	163.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002166	10/01/2024	8/8-9/12/24 1500 N CENTRAL AVE	1,383.14
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002167	10/01/2024	8/8-9/12/24 2000 SANTA ANITA AVE	84.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002168	09/30/2024	8/5-9/9/24 1109 PECK RD	265.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002169	10/01/2024	8/8-9/12/24 1415 SANTA ANITA AVE	678.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002170	10/01/2024	8/8-9/12/24 1819 N MERCED AVE	321.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002171	10/01/2024	8/6-9/10/24 11016 GOMEZ PALACIO DR	28.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002172	10/01/2024	8/8-9/12/24 N/E MERCED SANTA ANITA	202.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002173	10/01/2024	8/8-9/12/24 1652 TYLER AVE	218.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002174	10/01/2024	8/6-9/10/24 2018 DURFEE AVE	276.05
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002175	10/01/2024	8/8-9/12/24 1530 CENTRAL AVE	358.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002176	09/30/2024	8/5-9/9/24 1502 PECK RD	325.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002177	09/30/2024	8/5-9/9/24 1508 PECK RD	353.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002178	10/01/2024	8/7-9/11/24 1450 LIDCOMBE	612.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002179	10/01/2024	8/8-9/12/24 1556 CENTRAL AVE	545.95
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002180	10/01/2024	8/8-9/12/24 2022 N CENTRAL AVE	145.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002181	10/01/2024	8/8-9/12/04 1824 CENTRAL AVE	1,019.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002182	10/01/2024	8/8-9/12/24 MERCED N/W SANTA ANITA	73.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002183	10/01/2024	8/6-9/10/24 1926 DURFEE AVE	479.84
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002184	10/01/2024	8/8-9/12/24 10452 RUSH ST	128.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002185	10/01/2024	8/8-9/12/24 1900 CENTRAL AVE	194.96

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002186	09/30/2024	8/5-9/9/24 1660 DURFEE AVE	163.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002187	10/01/2024	8/8-9/12/24 1707 N MERCED AVE	171.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002188	10/01/2024	8/8-9/12/24 1819 N CENTRAL AVE	342.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002189	09/30/2024	8/5-9/9/24 1628 DURFEE AVE	303.58
01.0130.1310.5280	SECTRAN SECURITY INC.	DFT0002190	09/26/2024	SEPT'24 ARMORED SVCS	202.17
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002191	09/30/2024	8/15-9/15/24 1824 CENTRAL AVE	1,528.32
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002192	09/30/2024	8/15-9/15/24 1415 SANTA ANITA	2,513.35
Grand Total					\$ 1,491,831.10

Authorization Signature

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.d.

DATE: October 8, 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 24-229, AUTHORIZING THE PURCHASE OF A TRANSPORTATION VEHICLE FROM TESLA, INC.

SUMMARY: The Senior Services and Transportation Division ("Division") is committed to improving mobility for seniors and individuals with disabilities by offering safe and efficient transportation services. The Division seeks approval to purchase a Tesla Model Y Long Range Pack ("Tesla Model Y") with funding allocated through the Prop A - Dispatch Implementation Plan account included in the City's approved Fiscal Year (FY) 2024-2025 Budget.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 24-229, approving the purchase of a Tesla Model Y from Tesla, Inc.; and
2. Authorize the City Manager to negotiate and execute all requisite documents for the purchase.

FISCAL/FINANCIAL IMPACT: The City will be utilizing Prop A funds to purchase this new electric transportation vehicle. The total cost for the Tesla Model Y is \$53,524.30. The amount has been budgeted in the Prop A Fund (44-800-8015-6010) for FY 2024-2025.

DISCUSSION: The Division operates a comprehensive Dial-A-Ride transportation program that provides curb-to-curb, demand-response transportation services for individuals 60 or older, as well as for legally disabled residents of any age. Passengers are transported to any destination within the City limits, and up a 15-mile radius outside the 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.

With the goal of converting the transportation fleet into all electric in the near future, the Division has identified the Tesla Model Y Long Range Pack as a vehicle compatible with the Division's needs. The Model Y is a mid-size SUV that can transport multiple five (5) individuals in a standard configuration. The vehicle is centered lower on the ground, allowing easy access for the aging population, individuals with disabilities, and younger commuters. The Model Y is rear-wheel drive with an average range of 320 miles on a full charge. It includes features such as autopilot, front/side/and rear-facing cameras, traffic awareness control, and twelve (12) full vehicle ultrasonic sensors. Purchasing an electric vehicle is cost-beneficial and environmentally conscientious. The purchase of the Model Y vehicle will be using Prop A funds, which originated from a local half-cent sales tax dedicated to funding transportation projects and improvements in the amount of \$53,524.30. In order to proceed with the purchase of this specific vehicle, staff has obtained a letter from Tesla (Attachment C) stating that Tesla, Inc. is the sole source vendor for the Tesla Model Y to fulfill the City's purchasing requirements.

ATTACHMENT(S):

- A. Resolution No. 24-229
- B. Vehicle Order Agreement
- C. Tesla Sole Source Vendor Letter
- D. Tesla Model Y Cost Estimate

ATTACHMENT A

RESOLUTION NO. 24-229

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE PURCHASE OF A TRANSPORTATION VEHICLE FROM TESLA, INC.

WHEREAS, the City received an estimate for a potential vehicle purchase as detailed and identified in the staff report and related attachments. The vehicle is described as a Tesla Model Y Long Range Pack; and

WHEREAS, Section 3.16.120 of the South El Monte Municipal Code outlines the exceptions to the City's bidding requirements; and

WHEREAS, Section 3.16.120(A) of the South El Monte Municipal Code exempts the purchase of services, supplies, or equipment upon the city manager's finding that such services, supplies or equipment are unique because of the quality, durability, availability, or fitness for a particular use and are available from only one source; and

WHEREAS, the city manager has determined that Tesla, Inc. is the sole source vendor of the Model Y vehicle; and

WHEREAS, the City will be utilizing Prop A funds for the purchase of this vehicle in the amount of \$53,524.30.

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

SECTION 1: The above recitals are true and correct.

SECTION 2: The City Council hereby approves of the purchase of the vehicle.

SECTION 3: The City Council authorizes the City Manager to negotiate and execute the agreement with Tesla, Inc. for the purchase of a Tesla Model Y Long Range Pack in the amount of \$53,524.30.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 8th day of October 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution being Resolution No. 24-229, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of October 2024, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk



Motor Vehicle Order Agreement Terms & Conditions

Documentation. Your Motor Vehicle Order Agreement (the “Agreement”) is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the “Order Date”).

Agreement to Purchase. You agree to purchase the vehicle (the “Vehicle”) described in your Vehicle Configuration from Tesla, Inc. or its affiliate (“we,” “us” or “our”), pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Tesla representative. Options, features or hardware released or changed after you place your order may not be included in or available for your Vehicle. If you are purchasing a used Vehicle, it may exhibit signs of normal wear and tear in line with its respective age and mileage.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Tesla is registering your Vehicle, this will be due when you pay the purchase price. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used Vehicle, your Order Deposit will be applied to your Purchase Price.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery; Transfer of Title. If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Vehicle within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within fourteen (14) days of our first attempt to notify you, Tesla may cancel your order and keep your Order Fee.

If you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, you agree that the sale is transacted in the state listed in the Seller’s address above (the “Contracting State”). In such a case, the risk of loss of the Vehicle transfers to you in the Contracting State, and legal title to the Vehicle transfers to you in the Contracting State, at the time that Tesla receives your final payment in its entirety. If available, Tesla may, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. In such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. Upon the transfer of title, your Vehicle will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure your final payment and performance



under the terms of this Agreement, we will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

The estimated delivery date of your Vehicle, if provided, is only an estimate as we do not guarantee when your Vehicle will actually be delivered. Your actual delivery date is dependent on many factors, including your Vehicle's configuration and manufacturing availability.

Incentives. Tesla makes no promises, warranties or guarantees regarding fund availability or your eligibility for any incentives, rebates and tax credits (the "Incentives") related to the Vehicle. If Tesla has credited your Purchase Price for the amount of an Incentive, but you do not qualify for the Incentive, you shall reimburse Tesla for the amount of the credit. Failure to reimburse Tesla will constitute a default under this Agreement at which time Tesla may exercise any remedies available to it, including repossession of the Vehicle.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. You further agree that any disputes related to the arbitrability of your claims will be decided by the court rather than an arbitrator, notwithstanding AAA rules to the contrary.

To initiate the arbitration, you will pay the filing fee directly to AAA and we will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law. If you prevail on any claim, we will reimburse you your filing fee. The arbitration will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Order Number or Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Connectivity. Standard Connectivity is included in your Vehicle, at no additional cost, for eight (8) years beginning on the first day your Vehicle was delivered as new by Tesla, or the first day it is put into service (for example used as a demonstrator or company vehicle), whichever comes first. A trial of Premium Connectivity will be included following delivery of the Vehicle. Once this trial is over as detailed at www.tesla.com/support/connectivity, you may subscribe to Premium Connectivity or your Vehicle will return to Standard Connectivity. Features included in Premium Connectivity are subject to change and may be limited or unavailable due to Obsolete Hardware. You understand and agree that the cellular or other network needed for any Connectivity is provided by your local telecommunications company and other external providers, and that we are not liable for any parts, software, upgrades or any other costs (including labor) needed to use or maintain network connectivity or compatibility with any features or services externally supplied to the Vehicle. Any connectivity issues (including for quality, functionality or coverage) or gaps in service unrelated to a hardware fault or failure are not covered by Tesla warranties.

Obsolete Hardware and Future Firmware Updates. The Vehicle will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Vehicle, or may not include all



existing or new features or functionality, due to your Vehicle's age, configuration, data storage capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Vehicle so that it may receive these updates, or any Vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.

Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy. Tesla's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at www.tesla.com/about/legal.

Warranty. You will receive access to the Tesla New Vehicle Limited Warranty or the Tesla Used Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. The warranty version applicable to your Vehicle is that which was in effect when the Vehicle was first delivered or picked up from Tesla directly, including by any previous owners. You may also obtain a written copy of your warranty from us upon request and view the current version at our [website](#).

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.

No Resellers; Discontinuation; Cancellation. Tesla and its affiliates sell cars directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Vehicle or that has otherwise been made in bad faith, and we'll keep your Order Fee, Order Deposit and Transportation Fee. This includes orders for which a third-party is facilitating or brokering the sale, or if the vehicles are to be exported to somewhere other than where you tell us you will be registering the Vehicle. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option after the time you place your order. We work to fulfill your order as quickly as we can. If you become unresponsive to us or fail to complete a requested action to progress towards delivery of your Vehicle, we may cancel your order and keep your Order Fee, Order Deposit and Transportation Fee. Alternatively, Tesla may give you the option to reconfigure your Vehicle at the current pricing.

Default and Remedies. You will be in default and/or breach of this Agreement if any one of the following occurs (except as prohibited by law): you fail to perform an obligation that you have undertaken in the Agreement; or we, in good faith, believe that you cannot, or will not pay or perform the obligations you have agreed to in this Agreement. You will also be in default and/or breach of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Vehicle, including repossessing the Vehicle using legally permitted means, (ii) locate and disable the Vehicle electronically using our remote dynamic vehicle connection described in our Privacy Policy, (iii) sue you for damages or to get the Vehicle back, and/or (iv) charge you for amounts we spend taking these actions, including but not limited to attorney fees and costs.

Governing Law; Integration; Assignment. Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in your address indicated on your Vehicle Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State-Specific Provisions. You acknowledge that you have read and understand the provisions applicable to you in the State-Specific Provisions attachment to this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.



State Specific Provisions

For **NEW YORK** residents: If the Vehicle is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

If this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery.

The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

The amount indicated on the sales contract or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due the Commissioner of Motor Vehicles. The dealer will automatically, and within 60 days of securing such registration and title, refund any amount overpaid for such fees.

For **MASSACHUSETTS** residents: ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with the Vehicle or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the car or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.

For **MICHIGAN** residents and purchasers: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law. The sale of your vehicle will be transacted outside of Michigan, and in a state in which Tesla has a license to sell vehicles, as explained in the body of the Agreement.

For **WASHINGTON, D.C.** residents:

NOTICE TO PURCHASER

IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

Seller certifies that the information contained in the itemization of the purchase price, including the Vehicle Configuration, and required by Chapter 3 (Buying, Selling and Financing Motor Vehicles) of Title 16 of the Code of D.C. Municipal Regulations, is true to the best of our knowledge.

For **RHODE ISLAND** residents: Rhode Island law requires that all motor vehicles sold at retail must be in such condition as to pass a State safety inspection at the time of sale so as to protect consumers.

For **VIRGINIA** residents: **IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR**



PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT.



ATTACHMENT C

1 Tesla Road, Austin, TX 78725
P 650 681 5100 F 650 681 5101

08/21/2024

Tesla Vertical Integration

Dear City of South El Monte,

Tesla is a vertically integrated company that wholly owns its showrooms and galleries. Tesla does not use a dealership network and the only way to purchase a new Tesla vehicle is directly from Tesla. Vertical integration and regionalization help us source materials responsibly and have more control over supply. Further, it allows us to ensure that customers receive consistent pricing across North America.

Thank you for considering Tesla in your transition to a sustainable energy future.

Sincerely,

Mac Dunmire

Senior Account Manager | Government and Business Fleet

ATTACHMENT D

45500 Fremont Blvd
Fremont, CA 94538

Attn: Mac Dunmire
240-821-3055



m #	Description	ty	Measure	Unit Price	Total Value
1	Car - Tesla Model Y Long Range	1	EACH	\$44,990.00	\$44,990.00
	320 mile range Rear Wheel Drive				
Standard Equipment Features					
	Color: Pearl White Multi-Coat	1	EACH	\$1,000.00	\$1,000.00
	Autopilot	1	EACH	\$0.00	\$0.00
	Power Doors	1	EACH	\$0.00	\$0.00
	Center console with storage, 4 USB-C ports and wireless charging for 2	1	EACH	\$0.00	\$0.00
	Power Windows	1	EACH	\$0.00	\$0.00
	Carpeted Flooring Front and Rear	1	EACH	\$0.00	\$0.00
	19" Dark Gemini Wheels	1	EACH	\$0.00	\$0.00
	All Black Interior	1	EACH	\$0.00	\$0.00
	Synthetic Leather Seats	1	EACH	\$0.00	\$0.00
	Tinted glass roof with ultraviolet and infrared protection	1	EACH	\$0.00	\$0.00
	Rear View Camera	1	EACH	\$0.00	\$0.00
	Tilt Steering Wheel	1	EACH	\$0.00	\$0.00
	Keys (2 Keys Standard)	1	EACH	\$0.00	\$0.00
	12-way power adjustable front and rear	1	EACH	\$0.00	\$0.00
	Front License Plate Holder	1	EACH	\$0.00	\$0.00
	Mirrors, Power folding, auto-dimming,	1	EACH	\$0.00	\$0.00
	Glass, Privacy	1	EACH	\$0.00	\$0.00
	Interior floor mats	1	EACH	\$0.00	\$0.00
	Traffic Aware Cruise Control	1	EACH	\$0.00	\$0.00
	LED fog lamps	1	EACH	\$0.00	\$0.00
	Eight surround cameras and 12 ultrasonic	1	EACH	\$0.00	\$0.00
	Premium audio –14 speakers, 1 subwoofer, 2 amps, and immersive sound	1	EACH	\$0.00	\$0.00
	Back Up Alarm	1	EACH	\$0.00	\$0.00
	A/C, High Capacity Front/Rear	1	EACH	\$0.00	\$0.00
	Fee- Destination	1	EACH	\$1,390.00	\$1,390.00
	Order Fee	1	EACH	\$250.00	\$250.00
Subtotal excluding tax				\$ 47,630.00	\$ 47,630.00
	Registration	1	EACH	\$313.00	\$313.00

	Electronic Reg / Title Filing Fee	1	EACH	\$33.00	\$33.00
	Tire Fee	1	EACH	\$7.00	\$7.00
	License Fee	1	EACH	\$302.00	\$302.00
	Contract Fee	1	EACH	\$357.23	\$357.23
	Sales Tax	1	EACH	\$4,882.08	\$4,882.08
Total including est. taxes and fees				\$ 53,524.30	\$ 53,524.30
Current Est. Delivery: August - September 2024					

m #	Description	ty	Measure	Unit Price	Total Value
2	Accessories		EACH		
	All-Weather Floor liners	1	EACH	\$225.00	\$225.00
	Cupholder Tray	1	EACH	\$35.00	\$35.00
	Window Shader	1	EACH	\$105.00	\$105.00
	Total excluding tax			\$365.00	\$365.00



City Council Agenda Report

Agenda Item No. 7.e.

DATE: October 8, 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. 24-230, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MOBILITY DEVELOPMENT OPERATIONS, LLC (MOD) TO ALLOW THEM TO USE SIX DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPACES FOR THE OPERATION OF AN ELECTRIC VEHICLE CAR SHARING PROGRAM.

SUMMARY: Staff seeks City Council approval to execute an agreement with Mobility Development Operations, LLC (MDO) to allow them to use six designated electric car charging parking spaces for the operation of an electric vehicle car sharing program.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 24-230 to execute an Agreement for the use of six electric vehicle charging stations with Mobility Development Operations, LLC: and
2. Authorize the City Manager or designee to execute the agreement.

FISCAL/FINANCIAL IMPACT: There are no immediate financial impacts to the City. The estimated total investment to purchase six electric vehicles is approximately \$180,000. Mobility Development Operations, LLC (MDO) will use grant funds from the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program to cover the cost of purchasing and maintaining the vehicles. The City will not incur any financial costs for providing the program, as the cost to utilize the service will be covered by car share members.

DISCUSSION: In October 2020, the City of South El Monte (City) endorsed The Energy Coalition's (TEC) application to participate in the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program. This program aims to enhance access to clean transportation and expand zero-emission mobility choices for disadvantaged and low-income communities. CMO provides funding for mobility projects that increase residents' access to key destinations by providing various clean transportation options.

In 2021, TEC received notification that its application had been approved for funding by the California Air Resources Board (CARB). However, due to an unforeseen increase in the cost of insurance, TEC was compelled to postpone the project until additional funding could be secured. In November 2023, TEC successfully secured an additional \$500,000 from CARB to meet the required project total of \$1,500,000. Alongside TEC, the grant enables the City to collaborate with Active San Gabriel Valley (ActiveSGV) and Mobility Development Operations, LLC, leveraging their expertise to launch an Electric Carshare Program and to install eight public Level-2 chargers.

MDO is requesting the allocation of six (6) designated parking spaces in the Civic Center parking lot, located behind the Community Center, for the exclusive use of its electric car share vehicles. These spaces will be marked and reserved for the program, ensuring adequate access to the car share vehicles for program members. The location was selected based on its proximity to high-demand areas and ease of access for both residents and visitors.

The electric car sharing program will feature Chevrolet Bolt EV and EUV models. The total cost for six vehicles is approximately \$180,000, fully funded by a grant from the California Air Resources Board (CARB). Maintenance is included in the CARB-approved budget and will be conducted monthly. Additionally, a local company will be used to check, clean, and charge the vehicles on a weekly basis or as needed. Residents and visitors will be able to rent the vehicles through the SGV Carshare app, which allows users to sign up, reserve vehicles, and manage the entire rental process. The cost to rent includes a one-time application fee of \$20, a daily rate of \$40 plus tax, and a weekly rate of \$220 plus tax. The first 150 miles are free, with an additional charge of \$0.40 per mile thereafter.

Benefits of the EV Car Share Program

Sustainability: The introduction of an electric car share program reduces the reliance on single-occupancy vehicles and lowering greenhouse gas emissions.

Equitable Access: This program will provide an affordable transportation option to residents and visitors who may not own personal vehicles, fostering greater mobility equity within the community.

Convenience: The location of the Civic Center parking lot offers strategic access for users, enhancing the overall effectiveness and attractiveness of the program.

Community Engagement: By offering this service, the City demonstrates its commitment to fostering innovation and embracing clean technologies that benefit residents and visitors alike.

The car-sharing concept will reduce the number of vehicles and corresponding carbon emissions in the community. Additionally, it will continue sustainable transportation solutions to residents and visitors providing people with a cost-effective alternative to automobile ownership.

Staff recommends that the City Council authorize the City Manager or their designee to execute an agreement with Mobility Development Operations, LLC (MOD) to use six designated electric vehicle charging parking spaces for the operation of an electric vehicle car sharing program in the rear parking lot of the Community Center, located at 1530 Central Avenue, South El Monte, CA 91733.

Staff report prepared by Andrés González, Senior Public Works Analyst.

ATTACHMENT(S):

- A. Resolution No. 24-230
- B. MDO Agreement for Provision of EV Carsharing Parking Spaces S El Monte

ATTACHMENT A

RESOLUTION NO. 24-230

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MOBILITY DEVELOPMENT OPERATIONS, LLC (MDO) TO ALLOW THEM TO USE SIX DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPACES FOR THE OPERATION OF AN ELECTRIC VEHICLE CAR SHARING PROGRAM.

WHEREAS, in October 2020, the City of South El Monte (“City”) endorsed The Energy Coalition's (“TEC”) application to participate in the California Air Resources Board's Clean Mobility Options (“CMO”) Voucher Pilot Program to cover the expenses associated with the installation of EV charging stations in the City; and

WHEREAS, the estimated total investment for the purchase of six electric vehicles is approximately \$180,000. Mobility Development Operations, LLC (MDO) will utilize grant funds received from the California Air Resources Board's Clean Mobility Options (CMO) Voucher Pilot Program to cover the cost of purchasing and maintaining the vehicles, and no local match is required; and

WHEREAS, the City desires to enter into an agreement with MDO to allow them to use six designated electric car charging parking spaces for the operation of an electric vehicle car sharing program during the agreement term; and

WHEREAS, the proposed agreement will provide an affordable transportation option to residents and visitors who may not own personal vehicles, fostering greater mobility equity within the community.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager or his designee to execute an agreement with Mobility Development Operations, LLC to use six designated electric vehicle charging parking spaces for the operation of an electric vehicle car sharing program in the Community Center’s rear parking lot, located at 1530 Central Avenue, South El Monte, CA 91733.

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

PASSED, APPROVED and ADOPTED this 8th day of October 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-230, 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 8th day of October 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

Agreement between Mobility Development Operations and City of South El Monte

for Provision of EV Carsharing Parking Spaces

This Agreement (the "Agreement") dated _____, 2024 between the City of South El Monte with the address of 1415 Santa Anita Avenue, S El Monte, CA 91733 and Mobility Development Operations, LLC ("MDO"), an Illinois Limited Liability Company, with a mailing address at 2650 West Montrose Ave, Suite 113, Chicago Illinois 60618, together known as the "Parties". City of South El Monte shall be referred to as "City" for the purposes of this Agreement.

Background

This Agreement is entered between the Parties for the purpose of permitting MDO to use six (6) electric car charging stations (with capacity to charge six (6) vehicles for the operation of an electric vehicle car sharing program (the "Program").

Period of Performance

The Program shall commence on _____, 2024 and shall continue through _____, 2028. The Agreement shall automatically renew for one-year terms after the initial period. Either of the Parties may rescind and withdraw from the Agreement by notifying the other Party in writing with sixty (60) days' notice.

City Responsibilities

1. City shall provide six (6) dedicated parking spaces, with access to level 2 EV charging infrastructure to be installed (by a third party) at the City Community Center through the Clean Mobility Options (CMO) Voucher Pilot Program, located at 1530 Central Avenue, South El Monte CA, 91733 (Community Center's rear parking lot). The six (6) designated parking spaces shall be used solely for parking of and the use of charging stations for up to six (6) of the MDO's vehicles and for no other purpose except as may be agreed upon by City in writing in its sole and absolute discretion.
2. City shall provide the Program access to the dedicated spaces 24 hours per day, 7 days per week for the purposes of operating a car sharing program as a community benefit.
3. City shall provide a point of contact for MDO in the event of emergency, and for routine program communications.
4. City will allow MDO and outreach partners to post signage, distribute user materials, and conduct outreach events (in coordination with City) in locations approved by City so long as these activities do not interfere with day-to-day City operations. City shall have the right to approve all signage and materials used on its property prior to printing.

MDO Responsibilities

1. MDO shall seek approval, from City, of signage and design and pay the cost of signage identifying the Program's dedicated spaces, as designated by City.
2. Notwithstanding anything herein to the contrary, MDO agrees that (a) MDO and its customers' use of the parking spaces shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements and (b) neither it nor its customers will conduct any activities with respect to the parking spaces which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation).
3. MDO will be responsible for the purchase/leasing, insurance, cleaning and maintenance of the vehicles.
4. Program membership will be open to City staff who are 21+ years of age (a Program requirement). MDO will waive all membership application fees and provide a \$20 driving credit for all approved City staff.
5. MDO, its employees, customers, agents and guests shall comply with all rules and regulations of the City. Employees of MDO shall not be considered employees of City and shall possess appropriate identification as an employee of MDO while on City property.
6. MDO represents that it is qualified to perform the Program and has obtained all requisite licenses and permits, as may be required, to perform those services.
7. Alterations: MDO may not make any alterations, installations, additions, or improvements in or to the parking spaces or charging stations without the prior written consent of City, which consent may be withheld or conditioned in City's sole and absolute discretion. No degradation or damage to the parking spaces or charging stations shall be permitted.

Detailed Conditions

LIABILITY

In no event shall City be liable for any damage to or loss of personal property or equipment or personal injury sustained by MDO and/or the MDO's customers, whether or not it is insured, unless such loss is caused by the gross negligence of City, its employees, officers, directors, or agents. Any property of any kind brought on the parking spaces or charging stations by MDO and/or MDO's customers shall be at their sole risk and shall be promptly removed at the expiration of this agreement.

INSURANCE

Without limiting MDO's indemnification of City of South El Monte, and prior to commencement of work, MDO shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the types and amounts described below and in a form that is satisfactory to City of South El Monte.

1. General liability insurance. MDO 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.

2. Automobile liability insurance. MDO 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 MDO arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

3. Umbrella or excess liability insurance. [If required to meet higher limits]. MDO shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should MDO obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

4. Workers' compensation insurance. MDO shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). MDO shall submit to City of South El Monte, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of South El Monte, its officers, agents, employees, and volunteers.

5. Cyber Liability Insurance. MDO shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- A. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- B. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- C. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- D. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- E. Costs associated with restoring, updating, or replacing data.
- F. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

If coverage is maintained on a claims-made basis, MDO shall maintain such coverage for an additional three (3) years following termination of the contract.

5. Other provisions or requirements

- A. Proof of insurance. MDO shall provide certificates of insurance and required endorsements to City of South El Monte as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City of South El Monte's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on

file with City of South El Monte for the contract period and any additional length of time required thereafter. City of South El Monte reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. Duration of coverage. MDO shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by MDO, their agents, representatives, employees, or subconsultants.
- C. Primary/non-contributing. Coverage provided by MDO 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.
- D. 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 of South El Monte before the City of South El Monte's own insurance or self-insurance shall be called upon to protect it as a named insured.
- E. 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 of South El Monte has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City of South El Monte will be promptly reimbursed by MDO or City of South El Monte will withhold amounts sufficient to pay premium from MDO payments. In the alternative, City of South El Monte may cancel this Agreement.
- F. 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 of South El Monte's Risk Manager.
- G. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City of South El Monte, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow MDO or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. MDO hereby waives its own right of recovery against City of South El Monte and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- H. Enforcement of contract provisions (non estoppel). MDO acknowledges and agrees that any actual or alleged failure on the part of the City of South El Monte to inform MDO of non-compliance with any requirement imposes no additional obligations on the City of South El Monte nor does it waive any rights hereunder.
- I. 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 MDO 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 MDO. 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.

- J. Notice of cancellation. MDO agrees to oblige its insurance agent or broker and insurers to provide the City of South El Monte 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. If any of MDO's insurers are unwilling to provide such notice, then MDO shall have the responsibility of notifying the City of South El Monte immediately in the event of MDO's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.
- K. Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City of South El Monte and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
- L. 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 of South El Monte and approved of in writing.
- M. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that MDO'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.
- N. Pass through clause. MDO agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by MDO (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of MDO. MDO 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. However, in the event MDO's subcontractor cannot comply with this requirement, which proof must be submitted to the City of South El Monte, MDO shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of MDO, but in all other terms consistent with MDO's requirements under this agreement. This provision does not relieve MDO of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide MDO with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of MDO under this agreement given the limited scope of work or services provided by the subcontractor. MDO agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to City of South El Monte for review.
- O. Right to revise specifications. The City of South El Monte reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving MDO ninety (90) days advance written notice of such change. If such change results in substantial additional cost to MDO, the City of South El Monte and MDO may renegotiate MDO's compensation.
- P. Self-insured retentions. Any self-insured retentions must be declared to and approved by City of South El Monte. City of South El Monte reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.
- Q. Timely notice of claims. MDO shall give City of South El Monte prompt and timely notice of claims made or suits instituted that arise out of or result from MDO's performance under this

Agreement, and that involve or may involve coverage under any of the required liability policies.

- R. Additional insurance. MDO 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.

ELECTRICITY COSTS

Responsibility for electricity costs resulting from charging of electric cars shall be with EVCS, a subcontractor to the CMO Carshare program. Specifics related to electricity costs, revenue share, etc can be found in Site host Agreement executed May 30, 2024. (#8 Utility Charges - "EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment."

INDEMNIFICATION

MDO shall indemnify, defend, and hold harmless the City of South El Monte, and its officers, employees, and agents ("City of South El Monte indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), arising out of MDO's performance of its obligations under this agreement or out of the operations conducted by MDO, including the City of South El Monte's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City of South El Monte. In the event the City of South El Monte indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from MDO's performance of this agreement MDO shall provide a defense to the City of South El Monte indemnitees or at the City of South El Monte's option reimburse the City of South El Monte indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

TERMINATION

Failure to comply with terms of this Agreement. In the event that the City fails to comply with any term in this Agreement, MDO shall provide a written notice requesting that the City address the issue to comply with the Agreement terms. If the City is not in compliance with the Agreement terms within thirty (30) days after delivery of such notice from MDO, MDO reserves the right to repossess the vehicles, and any other equipment or property provided and to terminate this Agreement.

Termination for other reasons. MDO reserves the right to terminate this Agreement upon thirty (30) days' prior written notice to City for failure to secure a continuation contract from the Energy Coalition or California Air Resources Board for future funding or in the case that site assessments for installation of Stations come in outside of a reasonable budget (at MDO's discretion), or for any other matter outside of MDO control or which materially adversely affects the ability of MDO to perform this Agreement.

SUCCESSORS AND ASSIGNS

MDO's rights under this Agreement are for the benefit of MDO only. MDO shall not assign, sublicense, or transfer any of its rights under this Agreement. City may transfer its rights and obligations under this Agreement to a successor owner of the facility.

MISCELLANEOUS

This Agreement contains all the agreements between the Parties with respect to the Program, and may be amended only in writing by an instrument signed by both of the Parties hereto. No provision of this

Agreement shall be deemed to have been waived by either Party unless such waiver is in writing and is signed by the Party to be charged.

CONTROLLING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. All disputes shall be resolved in a court of competent jurisdiction situated in the State of California.

NOTICES

Any notice, statement, demand or other communication required to be given, rendered or made by either party to the other, shall be in writing and shall be deemed to have been properly given, rendered or made, if sent by recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the other party at the other party's address as set forth below and shall be deemed to have been given, rendered or made when received or when delivery is refused.

If to City: Rene Salas, City Manager
1415 Santa Anita Avenue
South El Monte, CA 91733

With a copy to: Anthony R. Taylor
City Attorney for the City of South El Monte
1 Park Plaza, Suite 1000
Irvine, CA 92614

If to MDO: James Delgado, Chief Operating Officer
777 N Pershing Ave, Suite 2B
Stockton CA 95203

Either party may, by notice to the other, designate a different address or addresses for notices, statements, demands or other communications intended for it.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Program, and may be amended only upon the mutual, written consent of City and MDO. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and is signed by the party to be charged.

AUTHORITY TO ENTER INTO LICENSE AGREEMENT

City and MDO each represent and warrant that they each are duly authorized to enter into this Agreement, and that the person or persons executing this Agreement has or have full authority to do so and to fully bind their respective Parties.

IN WITNESS WHEREOF, The Parties below have caused this Agreement to be effective as of the first date written above:

Signature: _____

Signature: _____

Rene Salas
City Manager
City of South El Monte

Mobility Development Operations, LLC

Date: ____/____/____

Date: ____/____/____

Attested to:

Sabrina Muhne. Interim City Clerk

Approved as to form:

Anthony R. Taylor, City Attorney



City Council Agenda Report

Agenda Item No. 7.f.

DATE: October 8, 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 NO. 24-231, APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) TO IMPLEMENT THE METRO EXPRESSLANES I-10 E-BIKE ACCESS PROJECT

SUMMARY: The City of South El Monte received a grant through the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program to enhance the GoSGV E-Bike Share program in the city and other surrounding areas by purchasing additional cargo e-bikes and accessories, providing discounted GoSGV memberships and e-bike rebates to eligible residents, hosting e-bike demonstration events and safety classes, and completing an evaluation of GoSGV. The City will partner with the San Gabriel Valley Council of Governments (SGVCOG) to implement the Metro ExpressLanes I-10 E-Bike Access Project.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No 24-231, approving the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) to implement the Metro ExpressLanes I-10 E-Bike Access Project; and
2. Authorize the City Manager or designee to execute the agreement.

FISCAL/FINANCIAL IMPACT: There is no cost for the City to implement the Metro ExpressLanes I-10 E-Bike Access Project. As part of the City's agreement with the SGVCOG, the SGVCOG will be responsible for implementing all aspects of the project, in partnership with ActiveSGV. The SGVCOG will also complete the grant reporting to minimize the demand on City staff time. For any staff time that is necessary, the City can be reimbursed for up to \$45,000 for project administration.

DISCUSSION: The City of South El Monte currently participates in the SGVCOG's GoSGV E-Bike Share Program. The program provides 840 pedal assist e-bikes, 828

standard e-bikes and 12 cargo e-bikes, that are available for all residents of the San Gabriel Valley to “check-out” through a monthly subscription. For a monthly rate, GoSGV members can check-out an e-bike for a month at a time and receive a battery-powered pedal assist e-bike, a battery charger, and a high-quality lock. The program is operated by ActiveSGV, a local nonprofit focused on improving active transportation options and livability in the San Gabriel Valley. The idea of the program is to reduce barriers for residents of the San Gabriel Valley to use an e-bike for transportation and by extension, reduce greenhouse gas reductions (GHG) from vehicle miles traveled (VMT) in the region.

While customer payments are intended to support the operation of the Program, ActiveSGV and the SGVCOG have identified several grants that will allow for the expansion of the program. In 2023, Metro released its call for applications for the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program. The program reinvests net toll revenues to eligible projects located within three miles of the ExpressLanes corridor from which the revenues were generated. Eligible projects included transit uses (e.g., purchase of new buses; station enhancements; fare/operating subsidies; rideshare/vanpool programs), system connectivity/active transportation (e.g., first-last mile projects; complete streets; bike infrastructure; operating subsidy for bike parking, bike share, or car share); and roadway improvements (e.g., demand-management intelligent transportation systems; on/off ramp improvements; graffiti removal). The SGVCOG identified that a proposal to enhance the GoSGV Program along the ExpressLanes corridor would be a strong fit for the grant’s system connectivity/active transportation project type.

Only local jurisdictions are eligible to apply for the ExpressLanes program, so the SGVCOG and ActiveSGV identified a local city partner, the City of South El Monte, where GoSGV first launched to partner on this application. The three agencies developed an application designed to build upon the successes of the existing program and expand Program access and e-bike access for residents in South El Monte and along the I-10 ExpressLanes corridor. The proposed project provides low-cost GoSGV memberships to eligible members, expands residents’ access to e-bikes with the purchase of additional program e-bikes, demonstration and safety events/classes, and e-bike vouchers for those that are looking to purchase a cargo e-bike and allows for the SGVCOG and ActiveSGV to evaluate the VMT and other impacts of the program.

Specifically, the project includes the following elements, with each partner undertaking different elements of the project:

- E-bike equity memberships: Provide up to 200 annual GoSGV memberships to eligible residents in South El Monte and cities along the I-10 ExpressLanes corridor at a cost of \$6.26 per month. This task would be completed by ActiveSGV.
- E-bike rebates: Provide rebates of up to \$2500 for up to 250 eligible area residents for the purchase of a family or cargo e-bike and associated accessories. This task would be completed by the SGVCOG.
- E-Bike Demonstration Events/Safety Classes: Hold 30 demonstration events/classes across the project area to allow attendees to try-out e-bikes. This task would be completed by ActiveSGV.

- E-Bike Safety Public Outreach Campaign: Focused campaign to educate/inform the public about safe e-bike purchase and usage, including social media outreach, community booths, presentations. This task would be completed by ActiveSGV.
- Purchase of additional cargo e-bikes: Purchase of e-family/cargo bikes for corridor resident sharing and demo events, as well as accessories (e.g. high-quality locks; cargo racks/accessories; GPS tracking devices; repair supplies). This task would be completed by the SGVCOG.
- Printing: Printing flyers, posters, mailers, information sheets for the program. This task would be completed by ActiveSGV.
- Data Collection and VMT Evaluation: Collect data on program participation and ridership and evaluate the Program's VMT impacts. This task would be completed by an external partner.
- Administration: Submit project invoices and reports as required. This task would be completed by the City of South El Monte and the SGVCOG.

In October 2023, the Metro Board of Directors recommended approval of the application. After several months of negotiation and discussion with Metro staff, the City of South El Monte received its grant agreement with Metro in March 2024, which it expects to execute in the coming months.

To implement the project in the most administratively efficient way possible, staff is recommending that the City of South El Monte execute an MOA with the SGVCOG to allow for the completion of the tasks listed above. This will keep South El Monte from having to execute and manage two contracts with two entities, considering the SGVCOG has an existing agreement with ActiveSGV to implement the program. The MOA scope of work would include all tasks listed above, including those proposed for completion by ActiveSGV and an external partner.

Staff report prepared by Nancy Rodriguez, Community Services Analyst.

ATTACHMENT(S):

- A. Resolution 24-231
- B. Memorandum of Agreement (MOA)
- C. Executed Metro ExpressLanes Net Toll Revenue Reinvestment Funding Agreement

ATTACHMENT A

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE MEMORANDUM OF AGREEMENT ("MOA") BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) TO IMPLEMENT THE METRO EXPRESSLANES I- 10 BIKE ACCESS PROJECT

WHEREAS, in 2023, the Los Angeles County Metropolitan Transportation Authority ("Metro") released its call for applications for the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program. The program reinvests net toll revenues to eligible projects located within three miles of the ExpressLanes corridor from which the revenues were generated. Eligible projects included transit uses (e.g., purchase of new buses; station enhancements; fare/operating subsidies; rideshare/vanpool programs), system connectivity/active transportation (e.g., first-last mile projects; complete streets; bike infrastructure; operating subsidy for bike parking, bike share, or car share); and roadway improvements (e.g., demand-management intelligent transportation systems; on/off ramp improvements; graffiti removal); and

WHEREAS, the City of South El Monte partnered with the San Gabriel Valley Council of Governments ("SGVCOG") and Active San Gabriel Valley ("ActiveSGV") to expand the impact and availability of the GoSGV E-Bike Share Regional Program in South El Monte and surrounding communities by applying for the Metro ExpressLanes Net Toll Reinvestment Grant Program; and

WHEREAS, on October 26, 2023, the Board of Directors of Metro awarded the Net Toll Revenue Reinvestment Grant funds to the City of South El Monte; and

WHEREAS, to implement the project in the most administratively efficient way possible, the City of South El Monte wishes to enter a MOA with the SGVCOG.

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

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

SECTION 2. The City Manager or their designee is authorized to and shall execute the Memorandum of Agreement on behalf of the City in the form approved by the City Attorney.

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

PASSED, APPROVED AND ADOPTED this 8th day of October, 2024.

Gloria Olmos, Mayor

ATTEST:

01257.0001/1021159.2

Sabrina Muhne, Interim City Clerk

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 23-116 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 8th day of October 2024, and that said Resolution was adopted by the following vote:

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

Sabrina Muhne, Interim City Clerk

ATTACHMENT B

MEMORANDUM OF MOA BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF SOUTH EL MONTE FOR IMPLEMENTATION OF THE EXPRESSLANES PROGRAM

This Memorandum of Agreement (“MOA”) is dated for identification purposes as of October 8, 2024 by and between the City of South El Monte, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. The SGVCOG re-launched the GoSGV regional e-bike share program in 2022, through which participants can check-out an e-bike or cargo e-bike for their exclusive use by way of a monthly membership (“GoSGV”).
- B. The SGVCOG executed a contract with ActiveSGV to operate GoSGV.
- C. The City submitted a grant application through the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program (“Grant”) for the “I-10 E-Bike Access Project” to enhance GoSGV in the City and other surrounding cities by purchasing additional cargo e-bikes and accessories, providing discounted GoSGV memberships and e-bike rebates to eligible residents, hosting e-bike demonstration events and safety classes, and completing an evaluation of GoSGV (the “Project”).
- D. The City was awarded \$1,725,000 from the Los Angeles County Metropolitan Transportation Authority (“Metro”) to implement the Project and the City and Metro entered into a Funding Agreement dated December 7, 2023 (the “Funding Agreement”), which is attached as Attachment B hereto and incorporated herein by reference.
- E. The City seeks to contract with the SGVCOG to implement the Project on its behalf.
- F. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA and further agree as follows:

I. RECITALS

The above Recitals are made a substantive part of this MOA.

II. TERM:

The term of this MOA shall commence on October 8, 2024 and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written consent of the Parties.

III. COMPENSATION:

The total amount payable to the SGVCOG under the terms of this MOA shall not exceed One Million Six-Hundred Eighty Thousand Dollars and 00/100 (\$1,680,000.00). Forty-Five Thousand Dollars (\$45,000) is being retained by the City to reimburse its Project administration costs in accordance with the Funding Agreement.

IV. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG Responsibilities:

1. Execute agreements with sub-contractors that are in accordance with the Funding Agreement and otherwise comply with all requirements therein for subcontracts.
2. Timely implement the Project in accordance and compliance with the Funding Agreement.
3. Administer all agreements with sub-contractors to implement the Project as set forth in the Scope of Work, which is attached hereto as Attachment C and incorporated herein by reference.
4. Review and otherwise manage all invoicing and payments to be made to a sub-contractor.
5. Manage ongoing coordination with the City and the sub-contractors throughout the implementation of the Project.
6. Prior to any purchase, submit to the City written requests to purchase any equipment necessary to implement the Scope of Work and purchase such equipment only after receipt of City's written approval.
7. Submit quarterly invoices to the City for eligible Project expenses meeting the requirements for such invoices as set forth in the Funding Agreement on or before July 31st, October 31st, January 31st, and April 30th, of each year of the MOA term. Such invoices shall include the demonstration of the local match and all other expenses incurred by the SGVCOG for the preceding quarter, e.g., the July invoice shall be for the period from April 1 – June 30. Should an invoice exceed \$500,000 in a single month, the SGVCOG will submit an invoice to the City within 30 days of any such month, with appropriate documentation for City's submission to Metro. Eligible Project expenses are set forth in the Funding Agreement and as summarized in Attachment A hereto, which is incorporated herein by reference.
8. Maintain records and cooperate with the City and Metro in conducting any audits to the extent the City is required to do so under the Funding Agreement.

B. City Responsibilities:

1. Oversee and administer the Funding Agreement and take such actions required by the Funding Agreement to be taken by the City for implementation of the Project.
2. Designate a Project Manager with name, title, and contact information who will serve as the City's representative throughout the Project. If the Project Manager is reassigned or no longer with the City, a new Project Manager will be designated within fourteen (14) calendar days.
3. Promptly respond to all correspondence (phone calls and e-mail

communications) and participate in check-in calls and/or meetings with the sub-contractors and/or the SGVCOG as necessary.

4. Submit Quarterly Progress/Expenditure Reports to Metro by November 30, February 28, May 31, and August 31 of each year, in accordance with the Funding Agreement and take all additional reasonable steps to ensure payment from Metro in order to reimburse the SGVCOG for its invoiced costs.
5. Within three (3) business days of written requests from the SGVCOG that require Metro review and/or approval, submit such requests to Metro, including but not limited to requests to purchase equipment.
6. Approve within five (5) business days of the SGVCOG's written request, any necessary deliverables that can be approved by the Project Manager.
7. Pay invoices referenced in III. above within thirty (30) days of receipt of payment from Metro for such invoices. Should City dispute any invoiced amounts submitted by the SGVCOG, it shall provide prompt written notice to the SGVCOG detailing the nature of the dispute.

V. AMENDMENTS:

- A. For any change which materially affects the Project Scope of Work, or in any way modifies any term or condition included under this MOA, an amendment to the MOA shall be prepared and executed by the City and by the SGVCOG for such change to be effective.
- B. Minor changes to the Project Scope of Work or budget may be approved by the SGVCOG's Project Manager, who shall in writing and in his or her reasonable discretion determine whether the change is minor. Any increase to the not to exceed amount of this MOA shall require an amendment.

VI. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Caitlin Sims, Manager of Local Projects, whose contact information is set forth below.
2. For the purposes of this MOA, the City designates the following individual as its representative: Ariana de La Cruz, Director of Community Services, whose contact information is set forth below.

Ariana de la Cruz
Director of Community Services
1415 Santa Anita Ave.
South El Monte, CA 91733
(626) 579-6540 ext. 3261
adelacruz@soelmonte.org

Either Party may change the designations set forth herein upon written notice to the other Party.

VII. DEFAULT; REMEDIES:

- A. Default. A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Project .
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

VIII. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers, at City’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of City in connection with this MOA.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its employees, and volunteers, at SGVCOG’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.

IX. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City’s or SGVCOG’s performance of its obligations hereunder.

X. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required herein shall be sent by email, except for a notice of termination, default, or failure to cure, which shall be sent by certified mail, postage pre-paid, return receipt requested. Either Party may change its contact upon written notice to the other Party and shall promptly update the other Party in writing of any such changes.

To SGVCOG: Caitlin Sims
Manager of Local Programs
1333 S. Mayflower Ave., Suite 360
Monrovia, CA 91016
(626) 457-1800
csims@sgvcog.org

With a copy to: Marisa Creter
Executive Director
1333 S. Mayflower Ave., Suite 360
Monrovia, CA 91016
(626) 457-1800
mcreter@sgvcog.org

To City: Rene Salas
City Manager
1415 Santa Anita Ave.
South El Monte, CA 91733
(626) 579-6540 ext. 3215
rsalas@soelmonte.org

With a copy to: Anthony R. Taylor
City Attorney
1 Park Plaza, Suite 1000
Irvine, CA 92614

- B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire MOA. This MOA constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue

shall be a court of competent jurisdiction located in Los Angeles County, California.

- E. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- F. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- G. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- H. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- I. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- J. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.
- K. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- L. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed

and to be effective on the date it has been fully executed by the Parties as set forth below.

FOR THE CITY OF SOUTH EL MONTE:

By: _____
Rene Salas
City Manager

Date: _____

ATTEST:

Donna Schwartz
City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS:

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

ATTACHMENT A

PROGRAMMED FUNDS	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028 -29	FY 2029-30	TOTAL BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
<i>Net Toll Revenue Reinvestment Funds</i>								
1 Go SGV Equity Memberships	\$58,380.00	\$186,860.00	\$171,760.00					\$417,000.00
2 E-Family/Cargo Bike Rebates/Vouchers (250)	\$139,664.83	\$502,123.17	\$106,962.00					\$748,750.00
3 E-Cargo/Family Bike Demo Events and Safety Classes (3	\$18,747.00	\$56,241.00	\$50,012.00					\$125,000.00
4 E-Bike Safety Public Outreach Campaign	\$4,707.28	\$12,222.51	\$2,820.21					\$19,750.00
5 Data Collection and VMT Evaluation	\$2,884.61	\$31,730.71	\$40,384.68					\$75,000.00
6 Printing	\$3,000.00	\$6,000.00	\$6,000.00					\$15,000.00
7 Equipment	\$279,500.00	\$0.00	\$0.00					\$279,500.00
	LACMTA SUBTOTAL							\$1,680,000.00
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
Go SGV Equity Memberships	\$78,666.66	\$196,666.65	\$196,666.69					\$472,000.00
E-Cargo/Family Bike Demo Events and Safety Classes (3	\$8,709.66	\$17,419.32	\$18,871.02					\$45,000.00
Project Administration	\$18,000.00	\$36,000.00	\$36,000.00					\$90,000.00
								\$0.00
								\$0.00
								\$0.00
	GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							\$607,000.00

ATTACHMENT B: FUNDING AGREEMENT

ATTACHMENT C - SCOPE OF WORK

TASK 1: PROJECT ADMINISTRATION

Task 1.1 – Project Reporting and Invoicing

The SGVCOG shall complete the Quarterly Progress/Expenditure Report and any additional required reports, in the format approved by L.A. Metro, and submit to the City.

Deliverables:

- **Quarterly Progress/Expenditure Reports**

TASK 2: GO SGV MEMBERSHIPS & ENGAGEMENT

The purpose of this task is to purchase e-bikes that could be utilized in the Project Area, as defined in Attachment D.

Task 2.1 – E-Bike Purchase

The SGVCOG shall purchase up to 25 cargo e-bikes and associated equipment (e.g. high-quality locks; cargo racks/accessories; tracking devices) to support the project. A portion of these e-bikes will be transported to demonstration events and available for free test rides, and another portion of these e-bikes will be available for check-out in the Project Area through the GoSGV project. The SGVCOG shall ensure that all requirements of Agreement #920000000MX202307 between the City of South El Monte and L.A. Metro are met.

Deliverables

- **Procurement Materials & Invoices for Equipment Purchases**
- **Photos of Purchase E-Bikes**

TASK 3: GO SGV MEMBERSHIPS & ENGAGEMENT

The purpose of this task is to promote the GoSGV project and the safe usage of e-bikes and to provide up to 600 annual reduced-price equity memberships to Project Area residents.

Task 3.1 – Demonstration Events and Classes

ActiveSGV, contracted by SGVCOG, will host 30 demonstration events/classes across the Project Area. Demonstration events will include a variety of e-family/cargo bike models for free public test rides. Classes will focus on safe, e-bike/trike usage.

Deliverables

- **Photos from 30 demonstration events/classes**

Task 3.2 – E-Bike Safety Public Outreach Campaign

ActiveSGV, contracted by SGVCOG, will develop and implement a focused campaign to educate/inform the public about safe e-bike purchase and usage. The campaign will include social media outreach, community booths, and presentations. Topics will include battery standards/UL safety certification, charging best practices, rules of the road, and where e-bikes can be used within the Project Area (e.g., Class I paths).

Deliverables

- **Campaign collateral (social media posts; flyers)**

- **Printed materials**
- **Photos of community booths**

Task 3.3 – Equity Memberships

ActiveSGV, contracted by SGVCOG, will provide up to 600 annual memberships to eligible residents of South El Monte and the Project Area. The cost for each membership would be \$6.26 per month (approximately \$75 per year), and residents would also receive drop-off and pick-up of their e-bike at no cost. Residents would be responsible for paying the \$75 deposit to check-out the e-bikes.

Deliverables

- **Membership Log**

TASK 4: E-BIKE REBATES

Task 4.1 – E-Bike Rebates

The SGVCOG shall administer an e-bike rebate program that will provide a point-of-sale rebate of up to \$2,500 to 250 eligible Project Area residents for the purchase of an eligible family/cargo e-bike and associated accessories. All e-bikes would be required to be high-quality e-bikes that are UL-certified and include integrated front and rear lights. The SGVCOG would work with local dealers to establish the point-of-sale program. Participants would be required to participate in a study evaluating the vehicle miles traveled (VMT) impact of the Project and commit to keeping the e-bike for 3 years. The SGVCOG will work with ActiveSGV and the City to establish eligibility guidelines and the rebate approach (e.g. graduated incentives based on need)

Deliverables

- **Rebate Program Guidelines**
- **Rebate Log**

TASK 5: DATA COLLECTION & EVALUATION

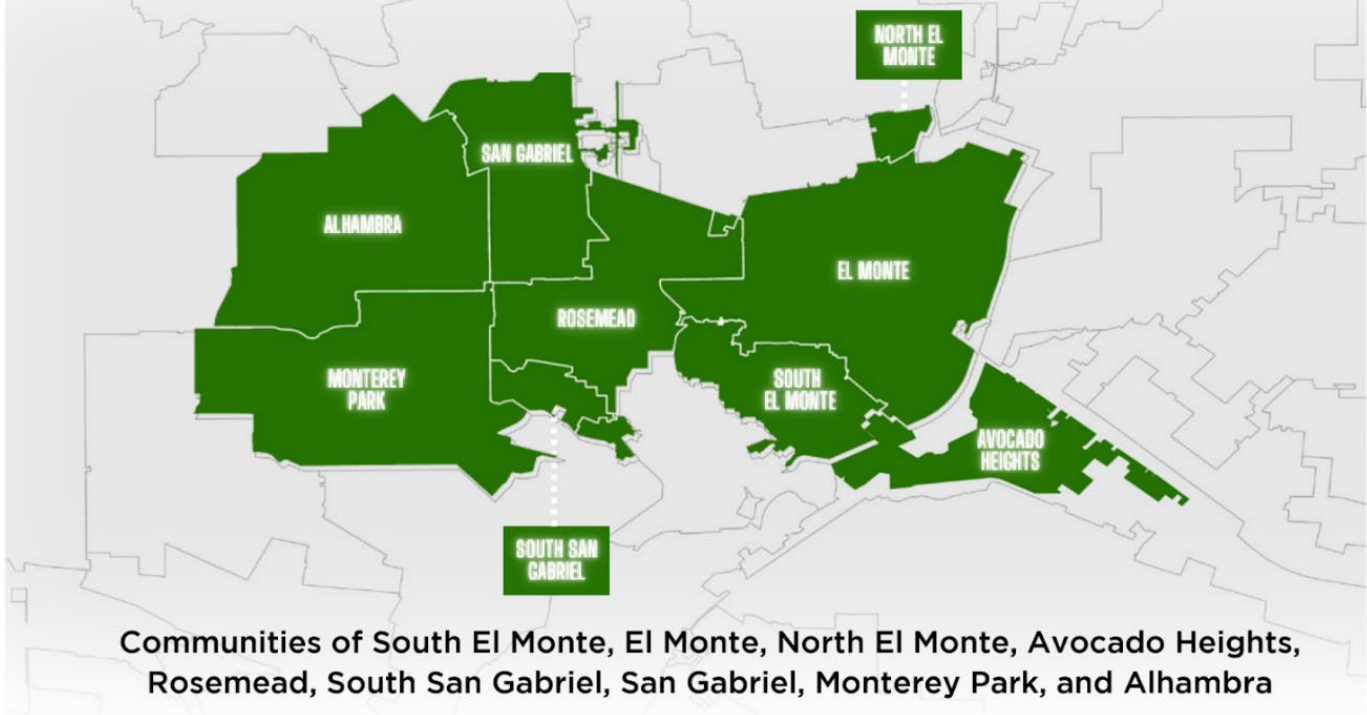
Task 5.1 – Data Collection & Evaluation Report

The SGVCOG and ActiveSGV shall work with a qualified entity to evaluate the impacts of the Program, including but not limited to the VMT impacts.

Deliverables:

- **Evaluation Approach**
- **Evaluation Report**

Project Map: I-10 E-Bike Access Project



FUNDING AGREEMENT
Metro ExpressLanes Net Toll Revenue Reinvestment Funds

This Funding Agreement ("Agreement") is dated December 7, 2023 for reference purposes only, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South El Monte ("Grantee") for I-10 E-Bike Access Project – Metro ExpressLanes Net Toll Revenue Re-Investment Grant ID# MX202307 as described in this Agreement and the attachments hereto (the "Project").

WHEREAS, LACMTA operates the ExpressLanes on the I-10 and I-110 corridors. LACMTA is the agency responsible for administering the net toll revenues and reinvesting net toll revenues in the corridors in where generated; and

WHEREAS, on April 27, 2023, the Board of Directors of LACMTA approved the Metro ExpressLanes Round 3 Net Toll Revenue Reinvestment Guidelines, based on lessons learned from Rounds 1 and 2 of the grant program and established Round 3 of a competitive discretionary grant program to reinvest ExpressLanes net toll revenue ("Net Toll Revenue Reinvestment Funds") in transit use, roadway improvements, and system connectivity/active transportation in the I-10 and I-110 corridors; and

WHEREAS, on October 26, 2023, the Board of Directors of LACMTA approved the ExpressLanes Net Toll Revenue Reinvestment Grant Expenditure Plan, authorizing the award of Net Toll Revenue Reinvestment Grant funds to Grantee; and

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B – Project Schedule and Budget
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E – Project Milestones Schedule
9. Attachment F – Lapsing Policy
10. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Specific Terms of this Agreement and Attachments A, B, C, D, D1, E and F shall have precedence in that order and shall prevail over the General Terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 8/20/2024
Nicole Englund For: Stephanie Wiggins
Chief of Staff Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  Date: 3/17/2024
Deputy

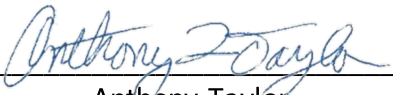
GRANTEE:

CITY OF SOUTH EL MONTE

By:  Date: 4/2/24
Rene Salas
City Manager

APPROVED AS TO FORM (OPTIONAL):

[INSERT GRANTEE'S LEGAL COUNSEL'S SIGNATURE BLOCK IF APPROPRIATE]

By: 
Anthony Taylor
City Attorney

Date: 04/02/24

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): I-10 E-Bike Access Project. LACMTA ExpressLanes Net Toll Revenue Reinvestment Grant ID# MX202307.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Net Toll Revenue Reinvestment Funds, in the amount of \$1,725,000 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of October 26, 2023, granted the Funds to Grantee for the Project.
3. This one-time grant shall be on a reimbursement basis. Grantee must provide the appropriate supporting documents with the Quarterly Progress/Expenditure Report, attached to this Agreement as **Attachment D1**.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall contribute the Grantee Funding Commitment (local match), if any, to the Project in the amounts and toward the work scopes, all as specified in Attachments B and E. In each Quarterly Progress/Expenditure Report, Grantee shall report on the use of Grantee Funding Commitment which should be consistent with Attachments B and E. If Grantee does not meet its local match commitment, it shall be considered a default under this Agreement and LACMTA will have the remedies available to it under Part II, Section 10. Any changes in the Grantee Funding Commitment must be made by mutual agreement of the parties and documented in an amendment to this Agreement.
6. Grantee shall complete the Project as described in the "Scope of Work," attached to this Agreement as **Attachment C**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee. Project work shall be delivered in accordance with the Schedule and Budget, attached to this Agreement as **Attachment B**, and the Project Milestones Schedule, attached to this Agreement as **Attachment E**, consistent with the Lapsing

Policy, attached to this Agreement as **Attachment F**. If Grantee is consistently behind schedule in meeting milestones or in delivering the Project in accordance with Attachments B and E, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Sections 9 and 10.

7. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (**Attachment D**). The form of the Quarterly Progress/Expenditure Report is attached as **Attachment D1**. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of the Scope of Work.

8. The duration of the Project, as evidence in **Attachment B**, shall be thirty-six (36) months and all eligible costs shall be incurred during this period. However, the Funds may be deobligated if Grantee fails to use the Funds in accordance with Lapsing Policy. To the extent the Lapsing Policy is inconsistent with any other term of this Agreement, the Lapsing Policy shall govern.

9. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee.

10. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Stephen Lee; Mail Stop 99-11-1
Email:

Grantee's Address:

City of South El Monte
Attention: Andres Gonzalez, agonzalez@soelmonte.org
1415 Santa Anita Ave
South El Monte, CA 91733

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the date this Agreement is fully executed and, shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the effective date of such termination.

2. INVOICE BY GRANTEE:

2.1 Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements. Expenses that are not invoiced within sixty (60) days after the Lapsing Date as defined in Part II, Section 8.1 below are not eligible for reimbursement.

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Grant ID# MX202307 and Agreement# 920000000MX202307
Attention Stephen Lee, 11th Floor, MS 99-11-1

3. USE OF FUNDS:

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted Metro ExpressLanes Net Toll Revenue Reinvestment Guidelines (the "Guidelines"). Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein and in the Guidelines.

3.2 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, Grantee shall not use the Funds for any expenses or activities beyond the approved Scope of Work (**Attachment C**).

3.3 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.4 Grantee's employee, officers, councilmembers, board members, agents, or consultants (a "Grantee Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a Grantee Party, (b) any member of a Grantee Party's immediate family, (c) a partner of a Grantee Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, Grantee shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 Grantee is obligated to continue using the Project consistent with the ExpressLanes Net Toll Revenue Reinvestment purposes for which the Project was approved. Any Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If Grantee desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, Grantee will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to Grantee Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any software is developed with the Funds and if Grantee ceases to use the software for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, Grantee will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to Grantee Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.12 If Grantee desires to use any Project facility or any real property purchased to implement the Project to generate revenue, Grantee shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. Grantee shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how Grantee plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If Grantee fails to obtain LACMTA's prior written consent, Grantee shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.13 Grantee understands that this Agreement does not provide any rights for Grantee to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, Grantee will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide Grantee with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 Grantee shall submit the Quarterly Progress/Expenditure Report, attached to this Agreement as **Attachment D1**, within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within ten (10) days of the due date and/or Grantee submits incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 Grantee must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 Grantee shall demonstrate that the Grantee Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within sixty (60) days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by Grantee prior to the execution of this Agreement shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

5. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits; performance audits; and final audits. LACMTA will commence a final audit within six (6) months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization, including actual indirect rates for the period covered by the Agreement under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. Grantee's eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (**Attachment D**) and Office of Management and Budget ("OMB") Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress/Expenditure Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee shall return such monies within thirty (30) days after the final audit is sent to Grantee.

5.2 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.3 Grantee shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of Grantee and its contractors

related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award a future Net Toll Revenue Reinvestment Grant to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

5.8 Grantee shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Grantee's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. ONE TIME GRANT:

6.1 This is a one-time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall be responsible for any and all cost overruns for the Project.

7.3 If the Funds are insufficient to complete the Project, Grantee may modify the Scope of Work to allow Project completion with the funds available to Grantee Subject to LACMTA's prior review and approval or rejection of any proposed changes to the Scope of Work.

7.4 At any time, if Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) Executing this Agreement within (6) six months of receiving formal transmittal of the Grant Agreement from LACMTA; and
- (ii) Begin expenditure of funds within twelve (12) months of executing this Agreement; and
- (iii) Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee as stated in **Attachment C** (Scope of Work) and **Attachment E** (Project Milestones Schedule) of this Agreement. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iv) Timely submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 4.1 of this Agreement; and
- (v) Expending the Funds granted under this Agreement for allowable costs within forty-two (42) months from the date the Grant Agreement is executed ("the Lapsing Date").

8.2 In the event that the timely use of the Funds is not demonstrated as described in this Part II, Section 8.1 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Grantee does not complete one element of the Project, as described in the Scope of Work, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this Agreement shall automatically terminate.

9. DEFAULT:

9.1 A Default under this Agreement is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) Grantee is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. REMEDIES:

10.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period, and thereafter diligently continue such cure to completion to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's and Metro ExpressLanes' contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible

for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Agreement Communications Materials Guidelines.

11.3 In addition to complying with the LACMTA “Funding Agreement Communications Materials Guidelines,” Grantee shall:

- (i) include prominently/in the lead, at a minimum, recognition of Metro ExpressLanes’ contribution to the Project on literature, marketing brochures, newsletters, invitations and other communication materials by including the phrase “This project was partially funded by Metro ExpressLanes.”
- (ii) include in any Joint Agency press release, at a minimum, a recognition of Metro ExpressLanes’ contribution to the Project by including the phrase “This project was partially funded by Metro ExpressLanes.”
- (iii) notify the LACMTA Project Manager of all planned press events, ribbon cuttings, groundbreakings, and all other public and/or press events related to the Project at a minimum 30 days before such events take place to allow LACMTA to participate in such events, at LACMTA’s sole discretion.
- (iv) include prominently/in the lead on all Project Websites, recognition of Metro ExpressLanes’ contribution to the Project by including the phrase “This website is partially funded by Metro ExpressLanes,” the Metro logo and the Metro ExpressLanes logo, and a link to the Metro ExpressLanes website.
- (v) prominently display the following phrase on all signage for project structures, facilities, and construction sites: “This project made possible by Metro [Metro logo] and Metro ExpressLanes [Metro ExpressLanes logo]”
- (vi) request the most current Metro logo and the most current Metro ExpressLanes logo from the LACMTA Project Manager when creating any and all communications materials containing the Metro logo and Metro ExpressLanes logo.

11.4 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

11.5 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.6 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court proceeding between the parties to enforce or interpret this Agreement to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

12.5 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements, including any amendments thereto.

12.6 Grantee agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by Grantee or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 Grantee shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

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

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 Grantee will advise LACMTA prior to any key Project staffing changes.

12.11 Grantee in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.



City Council Agenda Report

Agenda Item No. 7.g.

DATE: October 8, 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, Masami Higa, Director of Finance

SUBJECT: ADOPTION OF ORDINANCE NO. 1276, AMENDING CHAPTER 2.04 OF TITLE 2 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

SUMMARY: California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent (5%) for each calendar year from the operative date of the last adjustment. The proposed amendment for the change in salary shall become effective when one or more councilmembers commences a new term on or about December 10, 2024.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1276, regarding the compensation of Councilmembers pursuant to California Government Code section 36516.

FISCAL/FINANCIAL IMPACT: The last adjustment was adopted for calendar year 2022. The current adjustment is for calendar years 2023 and 2024, or two years for a total of 10%, until the next election cycle. Councilmembers currently receive a monthly salary of \$1,133. \$1,133 increased by 10% is \$1,247, or an increase of \$114. The fiscal impact is \$6,840 calculated as follows:
 $\$114 \times 12 \text{ months} \times 5 \text{ councilmember} = \$6,840$.

DISCUSSION: California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five (5) percent for each calendar year from the operative date of the last adjustment. Further, California Government Code Section 36516.5 allows for an increase in compensation for the entirety of the Council "whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office." The new term of office for newly elected council members (after the November election) will begin on December 10, 2024.

In the past few COVID years, inflation has caused the cost of goods and services to rise,

affecting the lives of all employees, including elected officials.

California Government Code section 35616 explains that an ordinance increasing the salary of councilmembers must occur in open session during at least two (2) council meetings. The first open session considering and discussing this item took place during the City Council meeting on September 24, 2024. Accordingly, staff is bringing this item before City Council for consideration, discussion, and adoption during this second open session.

Please be advised that the last adjustment occurred on September 13, 2022, with the adoption of Ordinance No. 1259.

ATTACHMENT(S):

A. Ordinance No. 1276

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
REGARDING COMPENSATION OF COUNCILMEMBERS
AND AMENDING THE SOUTH EL MONTE MUNICIPAL
CODE

RECITALS

A. California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent for each calendar year from the operative date of the last adjustment.

B. California Government Code Section 36516.5 allows for an increase in compensation for the entirety of the Council "whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office." The new term of office for newly elected council members (after the November election) will begin on December 10, 2024.

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

SECTION 1: The Council hereby deletes and replaces in its entirety Subsection B of Section 2.04.160 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code relating to councilmember salary to read as follows:

"B. Effective on or about December 10, 2024, the monthly salary for each member of the city council shall be one thousand-two-hundred forty-seven dollars."

SECTION 2: The change in salary shall become effective when one or more councilmembers commences a new term on or about December 10, 2024.

SECTION 3: The Interim City Clerk shall attest and certify to the passage and adoption of the Ordinance.

PASSED, APPROVED AND ADOPTED this 8th day of October 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim 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, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1276, 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 8th day of October 2024, by the following vote:

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

Sabrina Muhne, Interim City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: ADOPTION OF ORDINANCE NO. 1277, ADDING CHAPTER 8.22 TO TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE THEREBY AMENDING THE CITY'S HEALTH AND SAFETY REGULATIONS IN RELATION TO CAMPING AND STORAGE OF PERSONAL PROPERTY

SUMMARY: The City Attorney's Office and City staff are presenting proposed Ordinance No. 1277, "An Ordinance of the South El Monte City Council Adding Chapter 8.22 of Title 8 of the South El Monte Municipal Code Thereby Amending the City's Health and Safety Regulations in Relation to Camping and Storage of Personal Property (Ordinance No. 1277)."

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that the ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Regulation 15061(b)(3); and
2. Based on the analysis provided in the attached ordinance, waive second reading and adopt Ordinance No. 1277

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

DISCUSSION: The City of South El Monte recognizes the need to protect the public health, safety and welfare against the adverse impacts caused by unlawful camping and storage of personal property on public and private property. These activities can lead to serious health, safety, and accessibility concerns, contribute to conditions of blight, and deteriorate private and public property and City facilities.

The primary purpose of regulating camping and storage of personal property on public and private property is to protect the public health, safety, and welfare against adverse impacts caused by these activities. This ordinance is intended to create standards to ensure that private property, public streets, and public areas within the City are used for

their intended purposes and are readily accessible and available to City residents and the general public.

ATTACHMENT(S):

A. Ordinance 1277

ORDINANCE 1277

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, CALIFORNIA, ADDING CHAPTER 8.22 TO TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGULATING CAMPING AND STORAGE OF PERSONAL PROPERTY ON PRIVATE AND PUBLIC PROPERTY

RECITALS

WHEREAS, pursuant to the police power granted in Article XI, Section 7 of the California Constitution, the City may enact and enforce ordinances that protect the health, safety, and welfare of the community; and

WHEREAS, there is a need to protect the public health, safety and welfare against adverse impacts caused by unlawful camping and storage of personal property on private and public property. These activities can lead to serious health, safety, and accessibility concerns, contribute to conditions of blight, and deteriorate private and public property and City facilities; and

WHEREAS, the City recognizes the need to have standards applicable to all using public and private space and for such standards to apply in a manner which balances access with the desire for a clean, orderly, welcoming, and comfortable community where the public peace, health, and safety tend to be preserved; and

WHEREAS, the City considers the needs and abilities of residents in programs, services, and regulations to ensure fair and balanced application and such application does not interfere with the rights of others to use public and private facilities for the purposes for which they were intended, and creates a hazard to the public health and safety through the creation of unsanitary and unsafe conditions; and

WHEREAS, the application of this Ordinance considers the needs for those without means or alternatives and accounts for the programs and services the City and its partners offer to facilitate an overall healthy and safe environment for all; and

WHEREAS, the City seeks to adopt measures to regulate camping and storage of personal property on private and public property to preserve the public peace, health and safety of all.

NOW, THEREFORE, the CITY COUNCIL of the CITY OF SOUTH EL MONTE, California, does ordain as follows:

SECTION 1. NEW CHAPTER. A new chapter is hereby added to the South El Monte Municipal Code to read as follows:

CAMPING AND STORAGE OF PERSONAL PROPERTY**Chapter 8.22****CAMPING AND STORAGE OF PERSONAL PROPERTY ON PRIVATE AND PUBLIC PROPERTY****Sections:****§ 8.22.010 Purpose.****§ 8.22.020 Definitions.****§ 8.22.030 Locations where camping is prohibited.****§ 8.22.040 Applicability to persons without available shelter.****§ 8.22.050 Prohibition citywide against living in motor vehicles.****§ 8.22.060 Prohibition against obstructing public property or doorways.****§ 8.22.070 Unlawful storage of personal property.****§ 8.22.080 Removal of camp facilities and paraphernalia.****§ 8.22.090 Offer of housing, shelter and services.****§ 8.22.100 Exceptions.****8.22.010 Purpose.**

The purpose of this chapter is to protect the public health, safety and welfare against adverse impacts caused by unlawful camping, unlawful storage of personal property, unlawful fires, littering, and loitering on private and public property. These activities can lead to serious health, safety, and accessibility concerns, contribute to conditions of blight, and deteriorate private and public property and City facilities. This chapter is meant to create standards to ensure that private property, public streets and public areas within the City are used for their intended purposes and are readily accessible and available to City residents and the general public.

8.22.020 Definitions.

The following definitions shall apply in this chapter:

A. “Available shelter” means an indoor sleeping space or a space at a permitted camping location where the person in question (i) would be lawfully permitted to sleep overnight, (ii) has the means to relocate to the shelter, and (iii) would not face any barriers to entering the shelter, including, but not limited to, required fees that the person cannot pay or required participation in religious programming to which the person objects.

B. “Camp” or “camping” means residing in or using any property for living accommodation purposes, such as sleeping or making preparations to sleep (including laying down bedding for the purpose of sleeping), setting up or occupying camp facilities, storing personal property, making any fire, regularly cooking meals, or setting up or using any camp paraphernalia. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person is using the property as a living accommodation with the intent to camp.

C. “Camp facilities” include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that are of sufficient size for a person to fit underneath or inside while sitting or lying down, including the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

CAMPING AND STORAGE OF PERSONAL PROPERTY

D. “Camp paraphernalia” means but is not limited to tarps, cots, beds, sleeping bags, other bedding, hammocks, or non-city-designated cooking facilities or heating equipment and similar equipment.

E. “County” means Los Angeles County.

F. “Enforcement officer” means a law enforcement officer, a city code enforcement officer, or any other person authorized by the city to enforce this code.

G. “Flood zones” means flood areas as determined by the current Flood Insurance Rate Map (FIRM) published by the Federal Emergency Management Agency (FEMA).

H. “Personal property” means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarps, bedding, blankets, sleeping bags, and personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

I. “Prohibited public place” means any of following locations:

1. Any portion of public property such as streets, sidewalks, plazas, parks, parking lots, empty lots owned or leased by the City or another public entity and any similar public property;
2. All City-owned or leased buildings and facilities, as well as the entire parcel or parcels on which they are located, including but not limited to:
 - (a) Civic Center;
 - (b) City Hall;
 - (c) Community Center;
 - (d) Senior Citizen/Community Center;
 - (e) Recreation Center;
 - (f) City Yard;
3. City parks and all structures located therein;
4. All County-owned or leased and School District-owned or leased property within the City, including but not limited to the Los Angeles County Public Library and parks, unless camping is authorized on the property by the County or School District;
5. On, under, or within 500 feet of bridges and highway underpasses, with the exception of property that is part of a state highway;
6. Locations on public property with a high fire damage; and
7. Flood zones.

J. “Public property” means any City owned or leased property, County owned or leased property, School District owned or leased property, all public right-of-way, and any other publicly owned, operated, or maintained property in the City, with the exception of state highways.

CAMPING AND STORAGE OF PERSONAL PROPERTY

K. “Sidewalk” means that portion of a street between the curb line and the adjacent property line, whether hard-surfaced or not, or an easement or right-of-way held by the City across the front of private property, and intended for use of pedestrians.

L. “Street” means and includes all streets, highways, avenues, boulevards, alleys, courts, places, squares or other public ways in the City which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of the State.

M. “Store” means, in light of all of the circumstances, to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location. “Store” does not include keeping one’s personal property next to one’s person while lawfully camping, or while lawfully sitting or standing in a public place.

Section 8.22.030 Locations where camping is prohibited.

A. It is unlawful to camp on any public property in the City, with the exception of

1. City-designated campsites, or
2. with respect to County-owned property, any property on which the County allows camping, or

Section 8.22.040 Prohibition citywide against living in motor vehicles.

- A. It shall be unlawful for any person to sleep overnight in, bathe in, cook in, or otherwise use as a place of residence or habitation any parked trailer, camper shell, motor home, or any other vehicle as defined by Vehicle Code Section 670 anywhere in the city.
- B. This section does not apply to vehicles that are lawfully parked in an authorized location within the City such as on private property.

Section 8.22.050 Prohibition against obstructing public property or doorways.

- A. No person in the City shall obstruct the public right-of-way, including but not limited to streets and sidewalks, or pedestrian and/or vehicle access by sitting, lying, sleeping, storing, using, maintaining, or placing personal property:
1. In a manner that impedes passage required by the Americans with Disabilities Act of 1990, as amended from time to time;
 2. Within fifteen (15) feet of any operational or utilizable driveway, or loading dock;
 3. Within fifteen (15) feet of any operational or utilizable building entrance or exit;
 4. Within fifteen (15) feet of any fire hydrant, fire plug, or other fire department connection; or
 5. On or in any prohibited public place.

CAMPING AND STORAGE OF PERSONAL PROPERTY

- B. Any person creating an obstruction in violation of this Section shall move their person or property immediately in a way that removes the obstruction upon the request of an enforcement officer.
- C. Any unattended item of personal property that is creating an obstruction in violation of this Section may be immediately moved by an enforcement officer to a nearby location where it will no longer create an obstruction.

Section 8.22.060 Unlawful storage of personal property.

- A. It shall be unlawful for any person to store personal property on any public property. Nothing herein shall be construed to allow storage where otherwise prohibited by this code.
- B. An enforcement officer may remove personal property stored in violation of subsection (A) as follows:
 - 1. The location of any illegally stored personal property shall be posted with a written notice including the date and the following: "It is illegal to store personal property on public property, such as parks and sidewalks. If this personal property is not removed within 48 hours of the date of this posting, it will be removed by the City."
 - 2. An enforcement officer may remove any personal property unlawfully stored or remaining in a public place after the posting period has expired.
 - 3. Personal property that poses an imminent threat to public health or safety, may result in pollutants entering storm drains or other illegal discharge into water, is contraband, or is evidence of a crime shall not be subject to the above notice requirements and may be removed immediately by an enforcement officer and stored or destroyed, in accordance with the provisions below, or other applicable laws.
- C. Notice. In the event that personal property is removed by an enforcement officer, the enforcement officer shall leave a notice in a prominent place at or near the location where the property was located. The notice shall contain the address and phone number of where the property is being stored, the hours during which the property may be retrieved, and the length of time that the property will be stored before being disposed of.
- D. Following removal of unlawfully stored personal property, City personnel shall do the following:
 - 1. Maintain a log containing information about the property that will facilitate identification by the owner. Such log may include an inventory of some or all of the property, information about where the property was located, the date the property was taken by the City, and the name of any person who has previously claimed ownership of the property or whose identification was found with the property;
 - 2. Store the property in a manner facilitating identification by City personnel, which reasonably protects such property from damage or theft; and
 - 3. Store the property in an area designated by the City for a period of 90 days.

CAMPING AND STORAGE OF PERSONAL PROPERTY

- E. Personal property may only be retrieved during regular City business hours.
- F. Personal property stored by the City, that is claimed within 90 days from removal, shall be released to the person claiming ownership at no charge, provided the person reasonably identifies the property and the approximate location where the property was left, unless there is clear evidence that the property does not belong to such person. Any person retrieving personal property from the City under this chapter shall retrieve all of their personal property at one time. Any items belonging to the person that are left in the custody of the City will be deemed abandoned and may be thrown away or otherwise disposed of.
- G. Any property that is not claimed after the 90-day storage period may be disposed of without further notice.
- H. Notwithstanding any other provision of this chapter, the City shall not be required to store items that are hazardous, decaying or rotting, or otherwise unsafe to store or transport.

Section 8.22.080 Removal of camp property and paraphernalia.

In the event camp property or camp paraphernalia in violation of this chapter are found by an enforcement officer, a notice shall be provided to the occupants of the camp of the City's intent to remove the camp property or paraphernalia at least 48 hours in advance of any action. Notice shall be provided in writing and shall be served personally on the occupant(s) of the camp facility present when the enforcement officer attempts to serve notice. In addition, the enforcement officer shall post the notice in a prominent place on or near the property, so as to reasonably communicate the notice to persons living at the camp who are not present during the attempt to serve notice. The notice shall contain the following information:

- A. A statement that the camp property and/or paraphernalia are in violation of this chapter.
- B. An advisement that the City will remove the camp property and/or paraphernalia 48 hours after the date and time of the notice, or any longer period of time determined by the City.
- C. The date and time notice was served and posted.
- D. The address and phone number of where any removed personal property will be stored and the hours of when the property can be retrieved.
- E. That the camp property and/or paraphernalia will be stored for 90 days and will be discarded thereafter if not claimed.
- F. Information about any housing or shelter and unhoused services available for the occupants of the camp and contact information for obtaining the housing, shelter, or other health services.

CAMPING AND STORAGE OF PERSONAL PROPERTY**Section 8.22.090 Offer of housing, shelter and services.**

Prior to taking any enforcement action against any person under this chapter, the enforcement officer shall offer information to such person regarding any available housing or shelter and other health and human services that the enforcement officer reasonably believes are relevant to the person's individual circumstances. However, failure to offer such information shall not be grounds to invalidate or challenge any enforcement action.

Section 8.22.100 Exceptions.

The provisions of this chapter shall not apply in the event of an emergency, including a City-declared emergency or natural disaster, such as a fire or earthquake, nor to any persons participating in City-authorized recreational activities in parks within the City, the Civic Center area, or any other public place or facility, nor to camping in public areas legally established and clearly designated for camping purposes, nor to any employee of the City or any public utility or governmental agency who is required to enter or be in said areas in the course of their employment.

SECTION 2. CEQA DETERMINATION. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this ordinance may have a significant adverse effect on the environment. Thus, the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE AND PUBLICATION. This Ordinance shall take effect 30 days after its final passage. The City Clerk shall certify the adoption of this Ordinance and cause the same to be posted and/or published as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of South El Monte this 8th day of October 2024

Mayor Gloria Olmos

ATTEST:

APPROVED AS TO FORM:

Sabrina Muhne, Interim City Clerk

Anthony R. Taylor, City Attorney

CAMPING AND STORAGE OF PERSONAL PROPERTY

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

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance being Ordinance No. 1277, was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held the 8th day of October 2024, and that said Ordinance was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sabrina Muhne, Interim City Clerk



City Council Agenda Report

Agenda Item No. 7.i.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: ADOPTION OF ORDINANCE NO. 1278, AMENDING CHAPTER 8.40 OF TITLE 8 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS

SUMMARY: On September 24, 2024, the City Attorney's Office and City staff proposed certain amendments to South El Monte Municipal Code ("SEMMC") Chapter 8.40, Tobacco and Electronic Cigarette Retail Permitting Regulations. Following the City Attorney's Office and City staff's presentation, the City Council unanimously approved the first reading of Ordinance No. 1278.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that exemptions under the California Environmental Quality Act (CEQA) based on Public Resources Code section 21065 and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 apply; and
2. Approve the second reading of and adopt Ordinance No. 1278, amending SEMMC Chapter 8.40 to prohibit the sale of flavored tobacco and electronic cigarettes products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas in order to preserve the health, safety, and welfare of all community members (especially minors) and to enforce all Federal and State tobacco regulations to the fullest extent permitted by law.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: SEMMC Chapter 8.40 currently regulates tobacco and electronic cigarette retailers through a permitting process. This Chapter requires that retailers which sell any amount of tobacco or electronic cigarette to apply to the City for a tobacco and electronic cigarette retail permit. This system allows the City to regulate these retailers, ensure compliance with federal and state law, and enforce violations of local, federal, or

state laws.

CEQA

The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Preparing an ordinance regarding tobacco retailing is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

Ordinance No. 1278

Upon its adoption, Ordinance No. 1278 will protect the health, safety, and welfare of the City and its community members—especially minors—by prohibiting the sale of flavored tobacco and electronic cigarette products, the repackaging of tobacco products, and establishing a radius requirement between a tobacco retailer and youth-oriented areas.

This Ordinance provides that a required minimum package size for tobacco products can be established by City Council through a resolution. After the second reading of the ordinance, City staff will present a resolution for consideration by the City Council at a future city council meeting establishing specific regulations regarding the minimum cigar and cigarillos pack size..

Under this Ordinance, to the maximum extent permitted by law, all businesses and retailers in the City shall be subject to fines and enforcement as permitted by the municipal code and applicable law for violation of any Federal or State law or regulation as currently enacted, or enacted in the future, by Congress or federal regulators or by the State Legislature or a State agency concerning the sale or use of tobacco products of any kind or type in order to provide for the maximum protection permitted by law to all individuals in South El Monte from the effects of tobacco products and to protect the public health, safety and welfare to the fullest extent permitted by law.

Ordinance No. 1278 was introduced for first reading and unanimously approved by the City Council at its regular meeting on September 24, 2024. This Ordinance is provided at Attachment A to this Staff Report.

ATTACHMENT(S):

- A. Ordinance No. 1278
- B. South El Monte Municipal Code Chapters 8.40 & 8.42
- C. Baldwin Park Municipal Code Chapter 125
- D. El Monte Municipal Code Chapter 8.10
- E. Pico Rivera Municipal Code Chapter 5.75
- F. Los Angeles County Code Chapter 11.35

ORDINANCE NO. 1278

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE CHAPTER 8.40 (TOBACCO AND ELECTRONIC CIGARETTE RETAIL PERMITTING REGULATIONS) TO PROHIBIT THE SALE OF FLAVORED TOBACCO PRODUCTS; PROHIBIT THE REPACKAGING OF TOBACCO PRODUCTS; ESTABLISHING A RADIUS REQUIREMENT FOR YOUTH-ORIENTED AREAS; AND TO ENFORCE FEDERAL AND STATE REGULATIONS OF ALL TOBACCO PRODUCTS TO THE FULLEST EXTENT PERMITTED BY LAW

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of South El Monte (“City”) has the police power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City regulates tobacco and electronic cigarette retail through South El Monte Municipal Code (“SEMMC”) Chapter 8.40, Tobacco and Electronic Cigarette Retail Permitting Regulations; and

WHEREAS, Chapter 8.40 regulates this industry through a permitting process, allowing the City to ensure compliance with federal and state law; and

WHEREAS, the City Council finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City Council, to protect the health, safety, and welfare of its residents; and

WHEREAS, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the nation’s leading cause of preventable death; and

WHEREAS, the World Health Organization (WHO) estimates that tobacco kills 8 million people and causes over 1.4 trillion dollars in economic damage each year;¹ and

WHEREAS, despite the state’s efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:

In California, research indicates over 67% of current and former adult smokers started by the age of 18 and almost 100% start by age 26;²

In California, from 2017 to 2018, approximately 13% of high school students reported using tobacco;³

Disparities in tobacco use exist among California high school students, with higher rates found among LGBTQ, American Indian, and Pacific Islander youth;³

Unless smoking rates decline, an estimated 441,000 of all California youth who are alive today will die prematurely from smoking-related diseases;⁴

In 2017, 22.8% of high school students in California had tried cigarette smoking;⁵

Between 2014 and 2018, electronic smoking device use among California youth increased from 14.1% to 46.2%;⁶ and

WHEREAS, the tobacco industry encourages youth and young adult tobacco initiation through predatory targeting⁷, as evidenced by the following:

Tobacco companies target young adults ages 18 to 24 to increase their frequency of tobacco use and encourage their transition to habitual users;⁸

Tobacco industry documents state that if “a man has never smoked by the age of 18, the odds are three-to-one he never will. By age 24, the odds are twenty-to-one”;⁹

The tobacco industry spends an estimated \$496 million annually to market tobacco products to California residents;¹⁰ and

WHEREAS, California retailers continue to sell tobacco to underage consumers, evidenced by the following:

9.3% of high school students in California reported buying their own electronic cigarette from a store;⁵

9.1% of California tobacco retailers unlawfully sold tobacco products to underage persons in 2018; and³

WHEREAS, although federal and state law ban the sale of individual cigarettes,^{11,12} neither federal nor California state laws restrict the sale of individual little cigars and cigars; and

WHEREAS, many retailers sell little cigars and cigars individually, making them more affordable and appealing to youth.¹³ Additionally:

78.3% of California tobacco retailers sell a popular brand of youth-friendly cigars for less than \$1.00;¹³

Between 2012 and 2016, annual sales of cigarillos increased by 78% overall and by 155% for “concept-flavored” (e.g., Jazz) cigarillos;¹⁴ and

WHEREAS, research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including number of cigarettes smoked per day,¹⁵ particularly in neighborhoods experiencing poverty;^{15,16–18} and

WHEREAS, the density of tobacco retailers near adolescents’ homes has been associated with increased youth smoking rates¹⁹ and initiation of noncigarette tobacco product use;²⁰ and

WHEREAS, adults who smoke are likely to have a harder time quitting when residential proximity to tobacco retailers is closer²¹ and density is higher;^{22–24} and

WHEREAS, tobacco retailers are more prevalent in underserved communities, especially in neighborhoods with a higher proportion of African American or Hispanic residents;²⁵⁻³⁰ and

WHEREAS, tobacco retailer density is higher in urban compared to rural areas, except for low income communities, which have higher tobacco retailer densities regardless of geography, and Hispanic communities, which are associated with variable retailer densities across geography;^{29,31} and

WHEREAS, policies to reduce tobacco retailer density have been shown to be effective³²⁻³⁵ and can reduce or eliminate inequities in the location and distribution of tobacco retailers;³²⁻³⁵ and

WHEREAS, Senate Bill 793 bans the sale of flavored tobacco products and tobacco product flavor enhancers, with exceptions for hookah tobacco, loose leaf tobacco, and premium cigars; and

WHEREAS, flavored tobacco products have been shown to be “starter” products for youth who begin using tobacco and that these products help establish tobacco habits that can lead to long-term addiction; and

WHEREAS, the Center for Disease Control and Prevention has reported in 2020, 8 in 10 youth who used e-cigarettes reported using a flavored product, which was an increase from about 7 in 10 youth who reported this in 2019; and

WHEREAS, in 2020, the Center for Disease Control and Prevention reported the most commonly used disposable e-cigarettes reported among youth were flavored among current users of flavored disposable e-cigarettes, the most commonly used flavor types were fruit (82.7%), mint (51.9%), candy, desserts, or other sweets (41.7%), and menthol (23.3%); and

WHEREAS, according to the Center for Disease Control and Prevention reported youth and young adults are more likely to use flavored tobacco products than adults; and

WHEREAS, the potential failure of tobacco retailers to comply with tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents a threat to the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City now wishes to revise its regulations of tobacco and electronic cigarette retail to include a prohibition on the sale of flavored tobacco and electronic cigarette products; and

WHEREAS, California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378 applies.

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference and the City Council finds that this ordinance is exempt from CEQA under Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Preparing an ordinance regarding tobacco retailing is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject

to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 2. Section 8.40.010 (Definitions) of Chapter 8.40 (Tobacco and Electronic Cigarette Retail Permitting Regulations) of Title 8 (Health and Safety) of the South El Monte Municipal Code is hereby amended by adding the following new definitions and such Section 8.40.010 shall be reorganized upon the inclusion of such additional definitions to ensure that all definitions therein are set forth in alphabetical order (additions marked in ***bold, italics***):

“Characterizing flavor” means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

“Flavored tobacco product” means any tobacco product, as defined in this Chapter 8.40, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco manufacturer or any of the manufacturer’s agents or employees has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco product’s labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

“Manufacturer” means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco or electronic cigarette product; or imports a finished tobacco or electronic cigarette product for sale or distribution into the United States.

“Package” or “Packaging” means a pack, box, carton, or container of any kind of, if no other container, any wrapping (including cellophane) in which a tobacco or electronic cigarette product is sold or offered for sale.

“Self-service display” means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

“Youth-Oriented Area” means a parcel in the city that is occupied by:

(1) a private or public kindergarten, elementary, middle, junior high, or high school;

(2) a library open to the public;

(3) a playground open to the public;

(4) a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;

(5) a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;

(6) a park open to the public or to all the residents of a private community; or

(7) a licensed child-care facility or preschool, other than a small-family day care home or a large-family day care home as defined by California Health & Safety Code section 1596.78. ”

SECTION 3. Section 8.40.070 (Requirements and prohibitions on sale of tobacco and electronic cigarette products) of Chapter 8.40 (Tobacco and Electronic Cigarette Retail Permitting Regulations) of Title 8 (Health and Safety) of the South El Monte Municipal Code is hereby amended as follows (deletions marked in strikethrough, additions marked in ***bold, italics***):

“A. Display of Permit Required. Each permit shall be prominently displayed in a publicly and readily visible location at the permitted location.

B. Positive Identification Required. No person shall engage in tobacco and electronic cigarette retailing without first examining the identification of the purchaser if the purchaser reasonably appears under the age of thirty years old. No person shall engage in tobacco and electronic cigarette retailing without confirming that the proposed sale is to a purchaser who is at least the minimum age established by state law for being sold the tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia.

C. Minimum Age for Persons Selling Tobacco and Electronic Cigarettes. No person who is younger than the minimum age established by state law for the purchase or possession of any tobacco and electronic cigarette product shall engage in tobacco and electronic cigarette retailing.

D. Self-Service Displays Prohibited. No person shall display, offer for sale, dispense or allow to be sold any tobacco and electronic cigarette product by means other than vendor-assisted sales.

E. Flavored Tobacco Prohibited. No person shall sell or offer for sale, or possess with the intent to sell or offer for any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a person in possession of four or more flavored tobacco products, including but not limited to individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.

F. Repackaging of Products Prohibited. No person shall sell any tobacco or electronic cigarette product unless such product: (1) is sold in the original manufacturer’s packing intended for sale; (2) conforms to all applicable federal and state labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements. Tobacco products shall not be sold or repackaged individually. A retailer is prohibited from selling any tobacco product to a consumer through an individual tobacco product discount or otherwise provide any such tobacco product discount to a consumer for less than the full price in consideration for the purchase of any tobacco product being sold separately from

the original packaging from the manufacturer. The required minimum package size for tobacco products can be established by the City Council through a resolution.

G. Proximity to Youth-Oriented Areas. No tobacco and electronic cigarette retail permit may issue, and no existing permit may be renewed, to authorize tobacco and electronic cigarette retailing within 500 feet of a youth-oriented area as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented area is located to the nearest point of the property line of the parcel on which the applicant's business is located. To comply with Federal and State laws, the City Council may exclude certain businesses or locations from this section by resolution.

H. Federal and State Regulations. To the maximum extent permitted by law, all businesses and retailers in the City shall be subject to fines and enforcement as permitted by the municipal code and applicable law for violation of any Federal or State law or regulation as currently enacted, or enacted in the future, by Congress or federal regulators or by the State Legislature or a State agency concerning the sale or use of tobacco products of any kind or type in order to provide for the maximum protection permitted by law to all individuals in South El Monte from the effects of tobacco products and to protect the public health, safety and welfare to the fullest extent permitted by law.

SECTION 4. Inconsistent Provisions. Any provision of the South El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. The Interim City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this 8th day of October 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim 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, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing ordinance, being Ordinance No. 1278, was passed and approved by the City Council of the City of South El Monte at an regular meeting of said Council held on the 8th day of October 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sabrina Muhne, Interim City Clerk

REFERENCES

- 1 World Health Organization. *WHO Report on the Global Tobacco Epidemic, 2019: Offer Help to Quit Tobacco Use*. 2019. Available at: <https://apps.who.int/iris/handle/10665/326043>.
- 2 California Tobacco Control Program. *California Tobacco Facts and Figures 2016*. Sacramento, CA: California Department of Public Health. 2016.
- 3 California Tobacco Control Program. *California Tobacco Facts and Figures 2019*. Sacramento, CA: California Department of Public Health. 2019. Available at: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CATobaccoFactsandFigures2019.pdf>.
- 4 U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 5 Years of Progress. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf.
- 5 Kann L, McManus T, Harris WA, et al. Youth Risk Behavior Surveillance — United States, 2017. *MMWR Surveill Summ*. 2018;67(8):1-114 and Supplementary Tables 52-93. doi: 10.15585/mmwr.ss6708a1.
- 6 Lin C, Baiocchi M, Halpern-Felsher B. Longitudinal trends in e-cigarette devices used by Californian youth, 2014–2018. *Addict Behav*. 2020;108:106459. doi: 10.1016/j.addbeh.2020.106459.
- 7 United States v. Philip Morris USA, Inc., 449 F. Supp. 2d 1 (D.D.C. 2006), aff'd in part, vacated in part, 566 F.3d 1095 (D.C. Cir. 2009), and order clarified, 778 F. Supp. 2d 8 (D.D.C. 2011).
- 8 Ling PM, Glantz SA. Why and How the Tobacco Industry Sells Cigarettes to Young Adults: Evidence From Industry Documents. *Am J Public Health*. 2002;92(6):908-916. doi: 10.2105/ajph.92.6.908.
- 9 Burrows, D.S. “Estimated Change in Industry Trend Following Federal Excise Tax Increase.” UCSF Library Truth Tobacco Industry Documents. Date Mod. Industry, Apr. 17, 2012: <https://www.industrydocumentslibrary.ucsf.edu/tobacco/docs/nnnw0084>. Accessed May 12, 2020.
- 10 Campaign for Tobacco-Free Kids. The Toll of Tobacco in California. <https://www.tobaccofreekids.org/problem/toll-us/california>. Accessed May 12, 2020.
- 11 21 C.F.R. § 1140.16(b).
- 12 Cal. Penal Code § 308.3(a).
- 13 Schleicher NC, Johnson T, Rigdon J,⁸ et al. *California Tobacco Retail Surveillance Study, 2017*. Available at: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document>

14 Gammon DG, Rogers T, Coats EM, et al. National and state patterns of concept-flavoured cigar sales, USA, 2012-2016. *Tob Control*. 2019;28(4):394-400. doi: 10.1136/tobaccocontrol-2018-054348.

15 Chuang YC, Cubbin C, Ahn D, Winkleby MA. Effects of neighbourhood socioeconomic status and convenience store concentration on individual level smoking. *J Epidemiol Community Health*. 2005;59(7):568-573. doi: 10.1136/jech.2004.029041.

16 Golden SD, K T-M, Kong AY, et al. County-level associations between tobacco retailer density and smoking prevalence in the USA, 2012. *Prev Med Rep*. 2020; Mar:17:101005. doi: 10.1016/j.pmedr.2019.101005.

17 Leas EC, Schleicher NC, Prochaska JJ, Henriksen L. Place-Based Inequity in Smoking Prevalence in the Largest Cities in the United States. *JAMA Intern Med*. 2019;179(3):442-444. doi: 10.1001/jamainternmed.2018.5990.

18 Farley SM, Maroko AR, Suglia SF, Thorpe LE. The Influence of Tobacco Retailer Density and Poverty on Tobacco Use in a Densely Populated Urban Environment. *Public Health Rep*. 2019;134(2):164-171. doi: 10.1177/0033354918824330.

19 Finan LJ, Lipperman-Kreda S, Abadi M, et al. Tobacco Outlet Density and Adolescents' Cigarette Smoking: A Meta-Analysis. *Tob Control*. 2019;28(1):27-33. doi: 10.1136/tobaccocontrol-2017-054065.

20 Abdel Magid HS, Halpern-Felsher B, Ling PM, et al. Tobacco Retail Density and Initiation of Alternative Tobacco Product Use Among Teens. *J Adolesc Health*. 2020;66(4):423-430. doi: 10.1016/j.jadohealth.2019.09.004.

21 Reitzel LR, Cromley EK, Li Y, et al. The effect of tobacco outlet density and proximity on smoking cessation. *Am J Public Health*. 2011;101(2):315-320. doi: 10.2105/AJPH.2010.191676.

22 Cantrell J, Anesetti-Rothermel A, Pearson JL, Xiao H, Vallone D, Kirchner TR. The impact of the tobacco retail outlet environment on adult cessation and differences by neighborhood poverty. *Addiction*. 2015;110(1):152-161. doi: 10.1111/add.12718

23 Vyas P, Tsoh JY, Gildengorin G, et al. Disentangling individual and neighborhood differences in the intention to quit smoking in Asian American male smokers. *Prev Med Rep*. 2020;18:101064. doi: 10.1016/j.pmedr.2020.101064.

24 Shareck M, Datta GD, Vallee J, Kestens Y, Frohlick KL. Is Smoking Cessation in Young Adults Associated With Tobacco Retailer Availability in Their Activity Space? *Nicotine Tob Res*. 2020;22(4):512-521. doi: 10.1093/ntr/nty242.

- 25 Siahpush M, Jones PR, Singh GK, Timsina LR, Martin J. Association of availability of tobacco products with socio-economic and racial/ethnic characteristics of neighbourhoods. *Public Health*. 2010;124(9):525-529. doi: 10.1016/j.puhe.2010.04.010.
- 26 Lee JG, Sun DL, Schleicher NM, Ribisl KM, Luke DA, Henriksen L. Inequalities in tobacco outlet density by race, ethnicity and socioeconomic status, 2012, USA: results from the ASPIRE Study. *J Epidemiol Community Health*. 2017;71(5):487-492. doi: 10.1136/jech-2016-208475.
- 27 Loomis BR, Kim AE, Goetz JL, Juster HR. Density of tobacco retailers and its association with sociodemographic characteristics of communities across New York. *Public Health*. 2013;127(4):333-338. doi: 10.1016/j.puhe.2013.01.013.
- 28 Yu D, Peterson NA, Sheffer MA, Reid RJ, Schnieder JE. Tobacco outlet density and demographics: analysing the relationships with a spatial regression approach. *Public Health*. 2010;124(7):412-416. doi: 10.1016/j.puhe.2010.03.024.
- 29 Rodriguez D, Carlos HA, Adachi-Mejia AM, Berke EM, Sargent JD. Predictors of tobacco outlet density nationwide: a geographic analysis. *Tob Control*. 2013;22(5):349-355. doi: 10.1136/tobaccocontrol-2011-050120.
- 30 Fakunle DO, Curriero FC, Leaf PJ, Furr-Holden DM, Thorpe RJ. Black, White, or Green? The Effects of Racial Composition and Socioeconomic Status on Neighborhood-Level Tobacco Outlet Density. *Ethn Health*. 2019;1-16.
- 31 Rodriguez D, Carlos HA, Adachi-Mejia AM, Berke EM, Sargent J. Retail tobacco exposure: using geographic analysis to identify areas with excessively high retail density. *Nicotine Tob Res*. 2014;16(2):155-165. doi: 10.1093/ntr/ntt126.
- 32 Ribisl KM, Luke DA, Bohannon DL, Sorg AA, Moreland-Russell S. Reducing Disparities in Tobacco Retailer Density by Banning Tobacco Product Sales Near Schools. *Nicotine Tob Res*. 2017;19(2):239-244. doi: 10.1093/ntr/ntw185.
- 33 HG, Henry KA, Scheeres A, et al. Tobacco Retail Licensing and Density 3 Years After License Regulations in Philadelphia, Pennsylvania (2012-2019). *Am J Public Health*. 2020;110(4):547-553. doi: 10.2105/AJPH.2019.305512.
- 34 Myers AE, Hall MG, Isgett LF, Ribisl KM. A comparison of three policy approaches for tobacco retailer reduction. *Prev Med*. 2015;74:67-73. doi: 10.1016/j.ypmed.2015.01.025.
- 35 Luke DA, Hammond RA, Combs T, et al. Tobacco Town: Computational Modeling of Policy Options to Reduce Tobacco Retailer Density. *Am J Public Health*. 2017;107(5):740-746. doi: 10.2105/AJPH.2017.303685.190; Henriksen L, Schleicher NC, Ababseh K, Johnson TO, Fortmann SP. Marijuana as a 'concept' flavour for cigar products: availability and price near California schools. *Tob Control*. 2017. doi: 10.1136/tobaccocontrol-2017-053961.

§ 8.40.010. Definitions.

For purposes of this chapter, the following words and terms shall be defined as follows:

"Electronic cigarette" means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or by any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

"Person" means any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination of the above in whatever form or character.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share ultimate control over the day-to-day operations of a business.

"Self-service display" shall have the same meaning as such term is defined in subsection 5-17.01(c).

"Tobacco and electronic cigarette paraphernalia" includes cigarette papers or wrappers, pipes, electronic cigarettes and their component parts, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking or ingestion of tobacco or tobacco products.

"Tobacco and electronic cigarette retailer" means any person or business that operates a store, stand, booth, concession or other place at which the person or business sells, offers for sale, exchanges or offers to exchange for any form of consideration, tobacco products or tobacco and electronic cigarette paraphernalia, or both.

"Tobacco and electronic cigarette retailing" means the selling, offering for sale, exchanging or offering to exchange for any form of consideration tobacco products or tobacco and electronic cigarette paraphernalia products for personal consumption or use.

"Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion, including nicotine.

(Ord. 1185 §1, 2014)

§ 8.40.020. Requirement for tobacco and electronic cigarette retail permit.

- A. It is unlawful for any person to act as a tobacco and electronic cigarette retailer without first obtaining and maintaining a valid tobacco and electronic cigarette retail permit pursuant to this chapter, for each location at which that activity is to occur.
- B. The city shall not issue a permit to authorize tobacco and electronic cigarette retailing at other than a fixed location. For example, tobacco and electronic

cigarette retailing by persons on foot or from vehicles is prohibited.

- C. It is a violation of a tobacco and electronic cigarette retail permit for a permittee or his or her agent or employee to violate any local, state, or federal tobacco or electronic cigarette-related law.
 - D. It is the responsibility of each proprietor to be informed of the laws affecting the issuance of a tobacco and electronic cigarette retail permit.
 - E. The issuance, suspension, and revocation of a tobacco and electronic cigarette retail permit, and all related procedures, shall be governed solely by this chapter.
- (Ord. 1185 §1, 2014)

§ 8.40.030. Application process.

- A. Application for a tobacco and electronic cigarette retail permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco or electronic cigarette sales, or both, and shall be signed by each proprietor or an authorized agent thereof. An application is required for each location where retail tobacco or electronic cigarette sales, or both, are to occur.
- B. A permit that is issued in error or on the basis of false or misleading information supplied by a proprietor may be revoked pursuant to Section 8.40.090. All applications shall be submitted on a form supplied by the city and shall contain the following information:
 - 1. The name, address and telephone number of each proprietor;
 - 2. The business name, address and telephone number of the fixed location for which a tobacco and electronic cigarette retail permit is sought;
 - 3. The name and mailing address authorized by each applicant to receive all permit-related communications and notices (the "authorized address"). Failure to supply an authorized address shall constitute consent to the provision of notice at the business address specified in subsection (B)(2) of this section;
 - 4. Whether any applicant has previously been issued a permit pursuant to this chapter that is or was at any time suspended or revoked and, if so, the dates of the suspension period or the date of revocation; and
 - 5. Such other information as the city deems necessary for the administration or enforcement of this chapter.
- C. All information required to be submitted in order to apply for a tobacco and electronic cigarette retail permit shall be updated whenever the information changes. A tobacco and electronic cigarette retailer shall provide the city in writing with any updates within ten business days of a change.
- D. The information specified in subsections (B)(2) and (B)(3) shall be available to the public for all currently permitted tobacco and electronic cigarette retailers. Upon request, the city shall provide a compilation of this information to any person within

a reasonable time and subject to a fee approximating the actual cost of compiling and presenting the information.

(Ord. 1185 §1, 2014)

§ 8.40.040. Permit fees.

The city council may by resolution establish fees to cover the cost of administering this chapter. The fee shall be calculated so as to recover the total cost of both permit administration and permit enforcement, including, for example, issuing the permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations and prosecution of violators. All fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. Fees required by this chapter shall be in addition to any required under any other chapter of the South El Monte Municipal Code.

(Ord. 1185 §1, 2014)

§ 8.40.050. Issuance and renewal of permit.

- A. Upon receipt of both the application for a tobacco and electronic cigarette retail permit and the permit fee, the city manager or designee, shall issue a tobacco and electronic cigarette retail permit unless:
1. The application is incomplete or inaccurate;
 2. The application seeks authorization for tobacco and electronic cigarette retailing by a proprietor who, pursuant to Section 8.40.090, has a suspended or revoked tobacco and electronic cigarette retail permit;
 3. The application seeks authorization for tobacco and electronic cigarette retailing that is unlawful pursuant to this Code, or that is unlawful pursuant to any other local, state or federal law;
 4. The city has information that the proprietor or his or her agent or employee has violated any local, state or federal tobacco or electronic cigarette control law within the preceding thirty-day period.
- B. A permit shall be valid for one year and must be renewed prior to the expiration of the previous term. Each tobacco and electronic cigarette retailer shall apply for the renewal of his, her or its tobacco and electronic cigarette retail permit no later than thirty days prior to the expiration of the then current permit.
- C. If the information required in the permit application pursuant to Section 8.40.030(B) changes, a new tobacco and electronic cigarette retail permit is required before the business may continue to act as a tobacco and electronic cigarette retailer. For example, if a proprietor to whom a permit has been issued changes business locations, the proprietor must apply for a new permit prior to acting as a tobacco and electronic cigarette retailer at the new location. If the business is sold, the new owner must apply for a permit for that location before acting as a tobacco and electronic cigarette retailer.

- D. A tobacco and electronic cigarette retail permit that is not timely renewed shall expire at the end of its term. To reinstate a permit that has expired, or to renew a permit not timely renewed pursuant to subsection B, the proprietor must:
1. Submit the permit fee plus a reinstatement fee of ten percent of the permit fee; and
 2. Submit a signed affidavit affirming that the proprietor has not sold and will not sell any tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia after the permit expiration date and before the permit is renewed.

(Ord. 1185 §1, 2014)

§ 8.40.060. Permits nontransferable.

A tobacco and electronic cigarette retail permit is nontransferable and is valid only for the person(s) and location specified in the permit application. If a proprietor to whom a permit has been issued changes business locations, that proprietor must apply for a new permit prior to acting as a tobacco and electronic cigarette retailer at the new location. Similarly, if the proprietor to whom a permit has been issued sells the business, the new owner must apply for a permit before acting as a tobacco and electronic cigarette retailer.
(Ord. 1185 §1, 2014)

§ 8.40.070. Requirements and prohibitions on sale of tobacco and electronic cigarette products.

- A. Display of Permit Required. Each permit shall be prominently displayed in a publicly and readily visible location at the permitted location.
- B. Positive Identification Required. No person shall engage in tobacco and electronic cigarette retailing without first examining the identification of the purchaser if the purchaser reasonably appears under the age of thirty years old. No person shall engage in tobacco and electronic cigarette retailing without confirming that the proposed sale is to a purchaser who is at least the minimum age established by state law for being sold the tobacco and electronic cigarette product or tobacco and electronic cigarette paraphernalia.
- C. Minimum Age for Persons Selling Tobacco and Electronic Cigarettes. No person who is younger than the minimum age established by state law for the purchase or possession of any tobacco and electronic cigarette product shall engage in tobacco and electronic cigarette retailing.
- D. Self-Service Displays Prohibited. No person shall display, offer for sale, dispense or allow to be sold any tobacco and electronic cigarette product by means other than vendor-assisted sales.

(Ord. 1185 §1, 2014)

§ 8.40.080. Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the sheriff's department, or the city manager or designee. Any peace officer or code enforcement official may enforce the penal provisions of this chapter.
 - B. The sheriff's department or code enforcement officials should endeavor to check the compliance of each tobacco and electronic cigarette retailer at least one time per twelve-month period. The sheriff's department or code enforcement officials may check the compliance of tobacco and electronic cigarette retailers previously found to be in compliance a fewer number of times so that the enforcement agency may check the compliance of tobacco and electronic cigarette retailers previously found in violation of the permitting law a greater number of times. Nothing in this subsection shall create a right of action in any permittee or other person against the city or its agents by reason of such compliance checks.
 - C. Compliance checks shall determine, at a minimum, if the tobacco and electronic cigarette retailer is conducting business in a manner that complies with tobacco and electronic cigarette laws regulating youth access to tobacco and electronic cigarettes. When appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco and electronic cigarette retailing.
 - D. The city shall not enforce any law establishing a minimum age for tobacco and electronic cigarette purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:
 - 1. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the city; or
 - 2. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County health department or the California Department of Health Services.
- (Ord. 1185 §1, 2014)

§ 8.40.090. Suspension, revocation and issuance after revocation of permit.

- A. Suspension. In addition to any other penalty authorized by law, a tobacco and electronic cigarette retail permit may be suspended if the city manager or designee finds, after notice to the permittee and opportunity to be heard, that the permittee or his or her agents or employees has violated the conditions of the permit imposed pursuant to Section 8.40.060 or 8.40.070.
 - 1. Upon a finding by the city of a first permit violation, a written warning will be issued.
 - 2. Upon a finding by the city of a second permit violation within a three-year period of the first violation, the permit may be suspended for up to thirty days.
 - 3. If the second offense occurs within twelve months of the first, the permit may be suspended for up to ninety days.

4. Upon a finding by the city of a third violation within three years of the first violation, the permit may be suspended for up to ninety days.
- B. Revocation. A tobacco and electronic cigarette retail permit may be revoked if the city manager or designee finds, after notice to the permittee and opportunity to be heard, that one of the following conditions exist:
1. The occurrence of four violations of the provisions in Section 8.40.060 or 8.40.070 within three years;
 2. The application is incomplete for failure to provide the information required by Section 8.40.030(B);
 3. The information contained in the application, including supplemental information, if any, is found to be false in any material respect; or
 4. The application seeks authorization for a permit that is unlawful under other provisions of this Code, state or federal law.
- C. During a period of permit suspension or revocation, the tobacco and electronic cigarette retailer must remove from public view all tobacco and electronic cigarette products and tobacco-and electronic cigarette-related advertising.
- D. Issuance After Revocation. A person whose permit has been revoked may be issued a new permit in accordance with the following:
1. After revocation for a first violation of this chapter, no new permit may issue under this chapter for the location until three months have passed from the date of revocation.
 2. After revocation for a second violation of this chapter at a location within any sixty-month period, no new permit may issue for the location until sixty months have passed from the date of revocation.
- (Ord. 1185 §1, 2014)

§ 8.40.100. Appeal.

Any permittee aggrieved by any decision of the city manager or designee, with respect to the suspension or revocation of such permit, may appeal to the city council by filing a written notice of appeal with the city clerk within ten days of the date of suspension or revocation. The city clerk shall thereupon fix a time and place for hearing such appeal. The city clerk shall give notice to such person of time and place of hearing by serving it personally or by depositing it in a United States Post Office in Los Angeles County, California, postage prepaid, addressed to the authorized address. The city council shall have the authority to rule on all questions raised during such appeal.

(Ord. 1185 §1, 2014)

§ 8.40.110. Tobacco and electronic cigarette retailing without a permit.

In addition to any other penalty authorized by law, if the city finds or any court of

competent jurisdiction determines, after notice and an opportunity to be heard, that any person has engaged in tobacco and electronic cigarette retailing at a location without a valid tobacco and electronic cigarette retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for or be issued a tobacco and electronic cigarette retailing permit for that location as follows:

- A. After a first violation of this section within a sixty-month period, no new permit may be issued for the person at the location until thirty days have passed from the date of the violation.
- B. After a second violation of this section within any sixty-month period, no new permit may be issued for the person at the location until six months have passed from the date of the violation.
- C. After a third or subsequent violation of this section within any sixty-month period, no new permit may be issued for the person at the location until one year has passed from the date of the violation.

(Ord. 1185 §1, 2014)

§ 8.40.120. Settlement in lieu of hearing.

For a first or second alleged violation of this chapter within any sixty-month period, the city prosecutor may engage in settlement negotiations and may enter into a settlement agreement with a tobacco and electronic cigarette retailer alleged to have violated this chapter without approval from the city council. Notice of any settlement shall be provided to the sheriff's department and no hearing shall be held. Settlements shall not be confidential.

(Ord. 1185 §1, 2014)

§ 8.40.130. Enforcement.

- A. Violations of this chapter may, in the discretion of the city prosecutor, be prosecuted as infractions or misdemeanors.
- B. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- C. Violations of this chapter are hereby declared to be public nuisances.
- D. Violations of this chapter are subject to a civil action brought by the city prosecutor punishable by a civil fine payable to the city not less than one hundred dollars and not exceeding five hundred dollars. For the purposes of the civil remedies provided in this chapter, each day such violation or violations occur or continue shall be a separate offense.
- E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- F. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, such a person shall not

be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

- G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be enforced by a civil action brought by the city prosecutor, including for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.
(Ord. 1185 §1, 2014)

§ 8.42.010. Definitions.

For purposes of this chapter, the following terms shall be defined as follows:

"Bar" means a cocktail lounge, nightclub or facility that sells alcohol for on-premises consumption.

"Electronic cigarette" means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

"Enclosed" means closed in by a roof and walls with appropriate openings for ingress and egress.

"Hotel" means any building, or portion thereof designed or used for lodging persons for a period of less than thirty consecutive days. Hotels shall include, without limitation, any establishment held out to the public as a hostel, inn, time share project, tourist court or motel, but shall not include hospitals or governmental buildings where persons are detained under legal restraint, such as jails or prisons.

"Nonenclosed" means predominantly outdoor area that does not meet the definition of "enclosed," including, but not limited to, an open air dining area.

"Open air dining area" means any nonenclosed area located on private or public property, including public right-of-way, made available to or customarily used by the general public that is designed, established or regularly used for consuming food or beverages or where food or beverages are served, whether or not for compensation. An open air dining area does not include open air dining areas that are immediately adjacent to and accessory to a private smokers' lounge, as that term is defined in Labor Code Section 6404.5 or its successor statute.

"Restaurant" means a facility that sells prepared foods and drinks for consumption on site.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term smoke includes, but is not limited to, tobacco smoke, electronic cigarette vapors, and marijuana smoke.

"Smoking" means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe or a lighted hookah pipe; operating an electronic cigarette, vaping, a lighted cigar, or a lighted cigarette of any kind; or lighting or igniting a pipe, an electronic cigarette, a hookah pipe, a cigar, or a cigarette of any kind.
(Ord. 1185 §2, 2014)

§ 8.42.020. Smoking in and around city buildings prohibited.

Smoking is prohibited inside any city building in the city, and in an outdoor area within twenty feet of a main exit, entrance or operable window of a city building.

(Ord. 1185 §2, 2014)

§ 8.42.030. Smoking in and around playgrounds and tot lot sandbox areas prohibited.

Smoking is prohibited in and within twenty-five feet of playgrounds and tot lot sandbox areas, as the terms are defined in California Health and Safety Code Section 104495(a).

(Ord. 1185 §2, 2014)

§ 8.42.040. Smoking in restaurants, bars and open air dining areas prohibited.

Smoking is prohibited in all restaurants, bars and open air dining areas and within five feet of all open air dining areas, except while actively passing an open air dining area on the way to another destination.

(Ord. 1185 §2, 2014)

§ 8.42.050. Posting or placing of signs.

Any restaurant, bar or business with an open air dining area subject to the prohibition set forth in Section 8.42.040 of this chapter shall post or cause to be posted and shall maintain "no smoking" signs in conspicuous locations within the open air dining area. All "no smoking" signs shall be prominently displayed, shall clearly recite the phrase "no smoking" and shall cite Section 8.42.040 of this chapter. The "no smoking" signs shall be posted not less than five feet nor more than eight feet above floor level and shall be of sufficient number and location to cause the message of the signs to be clearly visible and readable and must be made of permanent, weather resistant materials. No person shall willfully mutilate or destroy any sign required by this section.

(Ord. 1185 §2, 2014)

§ 8.42.060. Rights and obligations of owners, operators and employers.

- A. Any person who owns, operates, manages or controls a business within the city may designate the entire business as a "no smoking" area.
- B. The provisions of this chapter shall not be construed to require the owner, operator or manager of any existing business to make any structural or other physical alterations, modifications or improvements to the business, other than the posting or placing of signs required by Section 8.42.050 of this chapter.

(Ord. 1185 §2, 2014)

§ 8.42.070. Landlords of residential dwelling units may prohibit smoking.

A landlord of a residential dwelling unit, as defined in California Civil Code Section 1940, or his or her agent, may prohibit smoking as provided by California Civil Code Section 1947.5 and sections amendatory or supplementary thereto.

(Ord. 1185 §2, 2014)

§ 8.42.080. Smoking in public parks, schools and recreational facilities prohibited.

Smoking is prohibited in all public parks, public schools, public playgrounds or publicly operated recreational ground facilities or buildings. Smoking is prohibited within twenty-five feet of city parks and recreation facilities, except while actively passing on the way to another destination.

(Ord. 1185 §2, 2014)

§ 8.42.090. Smoking on city public transportation service and in city vehicles prohibited.

Smoking is prohibited on the city's public transportation service and in city vehicles.

(Ord. 1185 §2, 2014)

§ 8.42.100. Smoking in family day care homes prohibited.

Smoking is prohibited at all family day care homes, as defined in California Health and Safety Code Section 1596.78.

(Ord. 1185 §2, 2014)

§ 8.42.110. Smoking in enclosed places of employment prohibited.

Smoking is prohibited in all enclosed spaces at places of employment, as "places of employment" are defined in California Labor Code Section 6404.5(b). Smoking is not prohibited in an enclosed place of employment that is a permitted electronic cigarette retailer, unless otherwise limited by the land use limitations contained in the city's zoning ordinance.

(Ord. 1185 §2, 2014)

§ 8.42.120. Penalties and enforcement.

- A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to the regulation under this chapter to fail to comply with its provisions.
- B. It is unlawful for any person to smoke in any area restricted by the provisions of this chapter.
- C. Any person who violates any provision of this chapter shall be guilty of a misdemeanor or may be prosecuted as an infraction in the discretion of the city prosecutor.
- D. The city prosecutor, any peace officer or city code enforcement officer shall have the authority to enforce the provisions of this chapter.
- E. Punishment under this chapter shall not preclude punishment pursuant to any other provision of law pertaining to electronic cigarette smoking. Nothing in this chapter precludes any person from seeking any other remedies, penalties or procedures

provided by law. The remedies provided in this section are cumulative and in addition to any other remedies available at law or in equity.
(Ord. 1185 §2, 2014)

CHAPTER 125: TOBACCO RETAIL LICENSING

Section

- 125.010 Definitions
- 125.020 Requirements and prohibitions
- 125.030 Limits on eligibility for a tobacco retailer license
- 125.040 Application procedure
- 125.050 Issuance of license
- 125.060 License renewal and expiration
- 125.070 Licenses nontransferable
- 125.080 License conveys a limited, conditional privilege
- 125.090 Fee for license
- 125.100 Compliance monitoring
- 125.110 Revocation of license
- 125.120 Tobacco retailing without a license
- 125.130 Enforcement

§ 125.010 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ARM'S LENGTH TRANSACTION. A sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

CHARACTERIZING FLAVOR. A taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any by-product produced by the cannabis or tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, cotton candy, herb, bubble gum, spice, or any other flavor that is designed to mask the aroma and flavor of natural cannabis or tobacco or tobacco related products. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

DEPARTMENT. Community Development Department, and any agency or person designated by the Chief Executive Officer to enforce or administer the provisions of this chapter.

ELECTRONIC SMOKING DEVICE. Any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen. **ELECTRONIC SMOKING DEVICE** includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. **ELECTRONIC SMOKING DEVICE** does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

FLAVORED TOBACCO PRODUCT. Any tobacco product, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer or any employee or agent of a tobacco retailer has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco retail product's labeling or retail packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

PERSON. Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

PROPRIETOR. A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

SELF-SERVICE DISPLAY. The open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a

form of self-service display.

SMOKING. Possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and means the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

TOBACCO PARAPHERNALIA. Any item designed or marketed for the consumption, use, or preparation of tobacco products.

TOBACCO PRODUCT.

(1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;

(2) Any electronic smoking device that delivers nicotine and other substances to the person inhaling from the device, including, but not limited to an electronic device, cigarette, electronic cigar, electronic pipe; or

(3) Any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately or any of these contains tobacco or nicotine.

TOBACCO PRODUCT does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

TOBACCO RETAILER. Any person who sells from a retail establishment, offers for sale from a retail establishment, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia from a retail establishment. **TOBACCO RETAILING** shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

TOBACCO RETAILING. The doing of any of the activities mentioned in the definition of tobacco retailer. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(Ord. 1321, passed 10-1-08; Am. Ord. 1463, passed 11-3-21; Am. Ord. 1501, passed 4-5-23)

§ 125.020 REQUIREMENTS AND PROHIBITIONS.

(A) *Tobacco retailer license required.* It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.

(B) *Lawful business operation.* In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.

(C) *Display of license.* Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(D) *Positive identification required.* No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product or tobacco paraphernalia.

(E) *Minimum age for persons selling tobacco.* No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

(F) *Self-service displays prohibited.* Tobacco retailing by means of a self-service display is prohibited.

(G) *False and misleading advertising prohibited.* A tobacco retailer or proprietor without a valid tobacco retailer license, including, for example, a person whose license has been revoked:

(1) Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco retailing without a license under § 125.010; and

(2) Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

(H) No tobacco retailer shall sell or offer for sale or possess with the intent to sell or offer for retail sale in the City of Baldwin Park, any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer or any employee or agent of a tobacco retailer has:

- (1) Made a public statement or claim that the tobacco product imparts a characterizing flavor;
- (2) Used text and/or images on the tobacco product's retail labeling or retail packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
- (3) Taken action directed to consumers in the retail business that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

(Ord. 1321, passed 10-1-08; Am. Ord. 1463, passed 11-3-21; Am. Ord. 1501, passed 4-5-23)

§ 125.030 LIMITS ON ELIGIBILITY FOR A TOBACCO RETAILER LICENSE.

(A) No license may be issued to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

(B) No license may be issued to authorize tobacco retailing at any location that is exclusively zoned for residential uses (R-1, RG or R3 zones).

(C) No license may be issued to authorize tobacco retailing at any location that is licensed under state law to serve alcoholic beverages for consumption on the premises (such as an "on-sale" license issued by the California Department of Alcoholic Beverage Control) and no license may be issued to authorize tobacco retailing at any location offering food for sale for consumption on the premises. For example, and without limitation, tobacco retailing is prohibited in bars and restaurants. This provision shall take effect on November 1, 2009, which is one year after the effective date of the ordinance adopting this chapter.

(Ord. 1321, passed 10-1-08)

§ 125.040 APPLICATION PROCEDURE.

(A) (1) Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and shall be signed by each proprietor or an authorized agent thereof.

(2) It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the city the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to § 125.080 of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

(3) All applications shall be submitted on a form supplied by the Department and shall contain the following information:

- (a) The name, address, and telephone number of each proprietor of the business seeking a license.
- (b) The business name, address, and telephone number of the single, fixed location for which a license is sought.
- (c) A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in division (b) above.

(d) Proof the location for which a tobacco retailer's license is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization.

(e) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years. If person filing the application for a tobacco retailer does not disclose past violations and a license is issued, the license can be revoked as soon as the past violations are discovered pursuant to § 125.110 below.

(f) Such other information as the Chief Executive Officer deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

(B) A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer's license within ten business days after a change.

(C) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code § 6250 *et seq.*) or any other applicable law, subject to the laws' exemptions.

(Ord. 1321, passed 10-1-08)

§ 125.050 ISSUANCE OF LICENSE.

Upon the receipt of a completed application for a tobacco retailer's license and the license fee required by this chapter, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exist:

(A) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(B) The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer licenses. However, this subparagraph shall not constitute a basis for denial of a license if the applicant provides the city with documentation demonstrating by clear and convincing evidence the applicant has acquired or is acquiring the location or business in an arm's length transaction.

(C) The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued.

(D) The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter, that is unlawful pursuant to this code, including, without limitation, the zoning ordinance, building code, and business license tax ordinance, or that is unlawful pursuant to any other law.

(Ord. 1321, passed 10-1-08)

§ 125.060 LICENSE RENEWAL AND EXPIRATION.

(A) *Renewal of license.* A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is one year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's license and submit the annual license fee no later than 30 days prior to expiration of the term.

(B) *Expiration of license.* A tobacco retailer's license that is not timely renewed shall expire at the end of its term. To renew a license not timely renewed pursuant to division (A), the proprietor must:

(1) Submit the license fee and application renewal form; and

(2) Submit a signed affidavit affirming the proprietor:

(a) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed; or

(b) Has waited the appropriate ineligibility period established for tobacco retailing without a license, as set forth in § 125.120(A) of this chapter, before seeking renewal of the license.

(Ord. 1321, passed 10-1-08)

§ 125.070 LICENSES NONTRANSFERABLE.

(A) A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

(B) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and

(2) The new proprietor(s) provide the city with clear and convincing evidence the new proprietor(s) have acquired or is acquiring the location in an arm's length transaction.

(Ord. 1321, passed 10-1-08)

§ 125.080 LICENSE CONVEYS A LIMITED, CONDITIONAL PRIVILEGE.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supercede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Code, including, without limitation, the zoning ordinance, building codes, and business license tax ordinance, or any condition or limitation on smoking in an enclosed place of employment pursuant to Cal. Lab. Code § 6404.5. For example, obtaining a tobacco retailer license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of Cal. Lab. Code § 6404.5.

(Ord. 1321, passed 10-1-08)

§ 125.090 FEE FOR LICENSE.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the City Council. The fee shall be annual and shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

(Ord. 1321, passed 10-1-08)

§ 125.100 COMPLIANCE MONITORING.

(A) Compliance with this chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this chapter. The city may designate any number of additional persons to monitor compliance with this chapter.

(B) The Department or other person designated to enforce the provisions of this chapter shall check the compliance of each tobacco retailer at least as often as established by the Chief Executive Officer which could be as often as three times per a 12-month period. The Department may check the compliance of tobacco retailers previously found to be in compliance a fewer number of times so the Department may check the compliance of new licensees and tobacco retailers previously found in violation of the licensing law more frequently. Nothing in this section shall create a right of action in any licensee or other person against the city or its agents.

(C) Compliance checks shall be conducted so as to allow the Department to determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with laws regulating youth access to tobacco. When the Department deems appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco retailing.

(D) The city shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:

(1) The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the city;

(2) The youth decoy is acting as an agent of a person designated by the city to monitor compliance with this chapter; or

(3) The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Los Angeles County Health Department or the California Department of Health Services.

(Ord. 1321, passed 10-1-08)

§ 125.110 REVOCATION OF LICENSE.

(A) *Revocation of license for violation.* In addition to any other penalty authorized by law, a tobacco retailer's license shall be revoked if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in § 125.020 above.

(B) *New license after revocation.*

(1) After revocation for a first violation of this chapter at a location within any five-year period, no new license may issue for the location until ten days have passed from the date of revocation.

(2) After revocation for a second violation of this chapter at a location within any five-year period, no new license may issue for the location until 30 days have passed from the date of last revocation.

(3) After revocation for a third violation of this chapter at a location within any five-year period, no new license may issue for the location until 90 days have passed from the date of last revocation.

(4) After revocation for four or more violations of this chapter at a location within any five-year period, no new license may be issued for the location until five years have passed from the date of the last revocation.

(C) *Appeal of revocation.* A decision of the Department to revoke a license is appealable to the Chief Executive Officer and must be filed with City Clerk within ten days after mailing of the Department's decision. If such an appeal is made, then it shall stay enforcement of the appealed action. An appeal to the Chief Executive Officer is not available for a revocation made pursuant to division (D) below. The decision by the Chief Executive Officer shall be the final decision of the city.

(D) *Revocation of license wrongly issued.* A tobacco retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, one or more of the bases for denial of a license under § 125.050 existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new license application.

(Ord. 1321, passed 10-1-08)

§ 125.120 TOBACCO RETAILING WITHOUT A LICENSE.

(A) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, any person has engaged in tobacco retailing at a location without a valid tobacco retailer's license, either directly or through the person's agents or employees, then the person shall be ineligible to apply for, or to be issued, a tobacco retailing license as follows:

(1) After a first violation of this section at a location within any five-year period, no new license may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length

transaction), until 30 days have passed from the date of the violation.

(2) After a second violation of this section at a location within any five-year period, no new license may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until 90 days have passed from the date of the last violation.

(3) After a third or subsequent violation of this section at a location within any five-year period, no new license may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five years have passed from the date of the last violation.

(B) Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of the tobacco products and tobacco paraphernalia seized is given reasonable notice and an opportunity to demonstrate the tobacco products and tobacco paraphernalia were not offered for sale or exchange in violation of this chapter. The decision by the Department or peace officer may be appealed pursuant to the procedures set forth in § 125.110(C). Forfeited tobacco products and tobacco paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure § 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(C) For the purposes of the civil remedies provided in this chapter, each day on which a tobacco product or tobacco paraphernalia is offered for sale in violation of this chapter or each individual retail tobacco product and each individual retail item of tobacco paraphernalia that is distributed, sold, or offered for sale in violation of this chapter shall constitute a separate violation of this chapter.

(Ord. 1321, passed 10-1-08)

§ 125.130 ENFORCEMENT.

(A) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(B) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of 18 years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(C) Each violation of this chapter is subject to a civil action brought by the City Attorney, punishable by a civil fine not less than \$250 and not exceeding \$1,000 per violation.

(D) Each violation of this chapter may, in the discretion of the City Attorney, be prosecuted as an infraction or a misdemeanor when the interests of justice so require.

(E) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(F) Each violation of this chapter is hereby declared to be a public nuisance.

(G) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative citation, judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(Ord. 1321, passed 10-1-08)

Chapter 8.10 - RETAIL SALES OF TOBACCO PRODUCTS

ATTACHMENT D**Sections:***Footnotes:**--- (1) ---*

Editor's note— Ord. No. 2781, § 1, adopted Nov. 15, 2011, amended Ch. 8.10 in its entirety, in effect repealing and reenacting said chapter to read as herein set out. The former Ch. 8.10, §§ 8.10.010 and 8.10.020, pertained to vendor assisted sales of tobacco and derived from Ord. No. 2547, § 1 (part), 2002.

8.10.010 - Definitions.

The following words and phrase, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

"Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two (2) informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

"Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with, or otherwise added to, any tobacco product or nicotine delivery device, including electronic smoking devices.

"Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three (3) pounds per thousand.

"Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by consumers as a cigarette described herein.

"Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

"Department" means the Finance Department of the City of El Monte, and any division or person designated by the department to enforce or administer the provisions of this chapter.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

"Flavored tobacco product" means any tobacco product, as defined in this Chapter 8.10, which imparts a characterizing flavor. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has: (i) made a public statement or claim that the tobacco product imparts a characterizing flavor; (ii) used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or (iii) taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

"Little cigar" means any roll of tobacco—other than a cigarette—wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three (3) pounds per thousand. "Little cigar" includes, but is not limited to, any tobacco product known or labeled as a "small cigar," "cigarillo," or "little cigar."

"Package" or "packaging" means a pack, box, carton or container of any kind, or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

"Self-service display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

"Sale" or "sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for commercial purpose, in any manor or by any means whatsoever.

"Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization. The term "smoke" includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke or any other weed, herb, flower or plant.

"Smoking" means the generation of smoke, as defined herein, through the use and/or operation of any tobacco product.

"Tobacco paraphernalia" means any item designed or marketed for the consumption, use, or preparation of tobacco products.

"Tobacco product" means:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;
2. Any electronic smoking device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah; or
3. Any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately or any of these contains tobacco or nicotine. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2935, §§ 2, 3, 9-4-2018; Ord. No. 2980, §§ 2—4, 6-23-2020)

8.10.020 - Requirements and prohibitions.

- A. Tobacco Retailer Permit Required. It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's permit pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's permit is a nuisance as a matter of law.

- B. Lawful Business Operation. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a permit issued, it shall be a violation of this chapter for a permittee or any of the permittee's agents or employees, to violate any local, state, or federal law applicable to tobacco products.
- C. Display of Permit. Each tobacco retailer permit shall be prominently displayed in a publicly visible location at the permitted location.
- D. Positive Identification Required. No person engaged in tobacco retailing shall sell or transfer a tobacco product to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product.
- E. Minimum Age for Persons Selling Tobacco. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.
- F. Self-Service Displays Prohibited. Tobacco retailing by means of a self-service display is prohibited.
- G. False and Misleading Advertising Prohibited. A tobacco retailer or proprietor without a valid tobacco retailer permit, including, for example, a person whose permit has been revoked:
 - 1. Shall keep all tobacco products out of public view. The public display of tobacco products in violation of this provision shall constitute tobacco retailing without a permit under Section 8.10.120; and
 - 2. Shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.
- H. Packaging and Labeling. No tobacco retailer shall sell any tobacco product to any consumer unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.
- I. Minimum Package Size for Little Cigars and Cigars. No tobacco retailer shall sell to a consumer:
 - 1. Any little cigar unless it is sold in a package of at least twenty (20) little cigars.
 - 2. Any cigar unless it is sold in a package of at least six (6) cigars, provided, however, that this Subsection I.2. of 8.10.020 shall not apply to a cigar that has a price of at least five dollars (\$5.00) per cigar, including all applicable taxes and fees.
- J. No tobacco retailer shall sell or offer for sale, or possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices. There shall be a rebuttable presumption that a

tobacco retailer in possession of four (4) or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:

1. Made a public statement or claim that the tobacco product imparts a characterizing flavor;
2. Used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2935, § 3, 9-4-2018; Ord. No. 2980, § 5, 6-23-2020)

Editor's note— The provisions of subsection J of Section 8.10.020 shall become operative as of January 1, 2021.

8.10.030 - Limits on eligibility for a tobacco retailer permit.

No permit may issue to authorize tobacco retailing at other than a fixed location. For example, tobacco retailing by persons on foot or from vehicles is prohibited.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.040 - Application procedure.

- A. Application for a tobacco retailer's permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof.
- B. It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's permit. No proprietor may rely on the issuance of a permit as a determination by the city that the proprietor has complied with all laws applicable to tobacco retailing. A permit issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 8.10.110(D) of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's permit any status or right to act as a tobacco retailer in contravention of any provision of law.
- C. All applications shall be submitted on a form supplied by the department and shall contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a permit.
 2. The business name, address, and telephone number of the single fixed location for which a permit is sought.
 3. A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (C)2 above.
 4. Proof that the location for which a tobacco retailer's permit is sought has been issued a valid state tobacco retailer's permit by the California Board of Equalization.
 5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five (5) years.
 6. Such other information as the department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.
- D. A permitted tobacco retailer shall inform the department in writing of any change in the information submitted on an application for a tobacco retailer's permit within ten (10) business days of a change.
- E. Permit applications must be submitted prior to January 1 of the calendar year for which the permit will be in effect.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.050 - Issuance of Permit.

- A. Upon the receipt of a complete application for a tobacco retailer's permit and the permit fee required by this chapter, the department shall issue a permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:
1. The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.
 2. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer permits. However, this subparagraph shall not constitute a basis for denial of a permit if the applicant provides the city with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.
 3. The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a permit to be issued.

4. The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter, that is unlawful to this Municipal Code, or that is unlawful pursuant to any other law.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.060 - Permit renewal and expiration.

- A. Renewal of Permit. A tobacco retailer's permit is invalid if the appropriate fee has not been timely paid in full or if the term of the permit has expired. The term of a tobacco retailer permit is one year commencing on January 1 and ending on December 31 of the same calendar year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's permit and submit the permit fee no later than thirty (30) days prior to the expiration of the term.
- B. Expiration of Permit. A tobacco retailer's permit that is not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (A), the proprietor must:
 1. Submit the permit fee and application renewal form; and
 2. Submit a signed affidavit affirming that the proprietor:
 - a. Has not sold and will not sell any tobacco products after the permit expiration date and before the permit is renewed; or
 - b. Has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in Section 8.10.120(A) of this chapter, before seeking renewal of the permit.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.070 - Permit Nontransferable.

- A. A tobacco retailer's permit may not be transferred from one person to another or from one location to another. A new tobacco retailer's permit is required whenever a tobacco retailing location has a change in proprietor(s).
- B. Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:
 1. The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and
 2. The new proprietor(s) provide the city with clear and convincing evidence that the new proprietor(s) have acquired or is acquiring the location in an arm's length transaction.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.080 - Permit conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's permit any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Municipal Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. For example, obtaining a tobacco retailer permit does not make the retailer a "retail or whole tobacco shop" for the purposes of California Labor Code Section 6404.5.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.090 - Fee for permit.

By resolution, the city council shall establish and may from time to time adjust a schedule of fees for the issuance of a tobacco retailer's permit under this chapter. Fees shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecutions of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. Fees are nonrefundable except as may be required by law.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.100 - Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the department. In addition, any sworn peace officer or City of El Monte Code Enforcement Officer may enforce the penal provisions of this chapter. The city may designate any number of additional persons to monitor compliance with this chapter.
- B. The department or other person designated to enforce the provisions of this chapter shall check the compliance of each tobacco retailer at least once per twelve-month period. Nothing in this paragraph shall create a right of action in any permittee or other person against the city or its agents.
- C. Compliance checks shall be conducted so as to allow the department to determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with laws regulating youth access to Tobacco. When the department deems appropriate, the compliance

checks shall determine compliance with other laws applicable to tobacco retailing.

(Ord. No. 2781, § 1, 11-15-2011)

8.10.110 - Suspension/revocation of permit.

- A. Suspension of Permit for Violation. In addition to any other penalty authorized by law, a tobacco retailer permit shall be suspended or revoked if any court of competent jurisdiction determines, or the department finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard, that the permittee, or any of the permittee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this part or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 8.10.020 of this chapter. A tobacco retailer or proprietor whose permit has been suspended is deemed not to have a valid tobacco retailer permit during the suspension period for purposes of this chapter.
- B. Tobacco Retailer Permit Suspension/Revocation.
 - 1. After suspension for a first violation of this part at a location within any three-year period, no person may engage in the retail sales of tobacco products at the location until fifteen (15) days have passed from the date of suspension.
 - 2. After suspension for a second violation of this part at a location within any three-year period, no person may engage in tobacco retailing at the location until thirty (30) days have passed from the date of suspension.
 - 3. After suspension for a third violation of this part at a location within any three-year period, no person may engage in tobacco retailing at the location until ninety (90) days have passed from the date of suspension.
 - 4. After revocation for four or more violations of this part at a location within any three-year period, no new permit may issue for the location until one year has passed from the date of revocation.
- C. Appeal of Suspension/Revocation. A decision of the department to suspend or revoke a permit is appealable to the City Manager and/or designee and must be filed with the City Clerk or within ten (10) days of mailing of the department's decision. If such an appeal is made, it shall stay enforcement of the appealed action. An appeal to the City Manager or designee is not available for a suspension or revocation made pursuant to subsection (D) of this section.
- D. Revocation of Permit Wrongly Issued. A tobacco retailer permit shall be revoked if the department finds, after the permittee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a permit under Section 8.10.050 existed at the time

application was made or at any time before the permit issued. The decision by the department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new permit application.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2789, 3-20-2012)

8.10.120 - Tobacco retailing without a permit.

- A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:
1. After a first violation of this section at a location within any five-year period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty (30) days have passed from the date of the violation.
 2. After a second violation of this section at a location within any five-year period, no new permit may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until ninety (90) days have passed from the date of the violation.
- B. Tobacco products offered for sale or exchange in violation of this section are subject to seizure by the department or any peace officer and shall be forfeited after the permittee and any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale or exchange in violation of this chapter. The decision by the department may be appealed pursuant to the procedures set forth in Section 8.10.110(C).
- C. For the purposes of the civil remedies provided in this chapter:
1. Each day on which a tobacco product is offered for sale in violation of this chapter; or
 2. Each individual retail tobacco product that is distributed, sold, or offered for sale in violation of this chapter;
- shall constitute a separate violation of this chapter.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2789, 3-20-2012)

8.10.130 - Enforcement.

- A. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- B. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
- C. Violations of this chapter are subject to a civil action brought by the city prosecutor or the city attorney and are subject to an administrative fine as established by resolution of the City Council.
- D. Violations of this chapter may, in the discretion of the City Prosecutor or City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.
- E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
- F. Violations of this chapter are hereby declared to be public nuisances.
- G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(Ord. No. 2781, § 1, 11-15-2011; Ord. No. 2935, § 4, 9-4-2018)

CHAPTER 5.75
TOBACCO RETAIL LICENSE

§ 5.75.010. Definitions.

The following words and phrases, whenever used in this chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

"Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

"Child-resistant packaging" means packaging that meets the definition set forth in Code of Federal Regulations, Title 16, Section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.

"Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than four and one-half pounds per thousand.

"Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

"Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

"Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

"Department" means the city's community and economic development department and any agency or person designated by the department to enforce or administer the provisions of this chapter.

"Director" means the city's community and economic development director or designee.

"Drug paraphernalia" has the meaning set forth in California Health and Safety Code Sections 11014.5, 11364.5, and 11364.7 as those sections may be amended from time to time.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an ecigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the

substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Flavored tobacco product" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, molasses, or any candy, dessert, alcoholic beverage, herb, or spice.

"Full retail price" means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

"Labeling" means written, printed, or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.

"Little cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than four and one-half pounds per thousand. "Little cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

"Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

"Package" or "packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

"Sale" or "sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

"Self-service display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

"Tobacco product" means:

1. Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether smoked,

heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff;

2. Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
3. Any component, part, or accessory of subsection (1) or (2) above, whether or not any of these contains tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco products. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

"Youth decoy" means a person under the age of twenty-one but not younger than eighteen, who is supervised by the sheriff's department or code enforcement division to conduct onsite sting investigations of a tobacco retailer to determine compliance with tobacco retailing laws.

(Ord. 1154 § 4, 2022)

§ 5.75.020. General requirements and prohibitions.

- A. Tobacco Retailer's License Required. Notwithstanding Section 9.42.030 of this code, it shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.
- B. Compliance With All Laws Required. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license is issued, it shall be a violation of this chapter for any person, proprietor, or any of the tobacco retailer's agents or employees, to violate any local, state, or federal law applicable to tobacco products or tobacco retailing.
- C. Display of License. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.
- D. Minimum Legal Sales Age. No person engaged in tobacco retailing shall sell or offer to sell, give or offer to give, or transfer or offer to transfer any tobacco products to any person under twenty-one years of age.
- E. Minimum Clerk Age. No person who is younger than the minimum age established by state law for the purchase or possession of any tobacco product shall engage in tobacco retailing.

- F. **Positive Identification Required.** No person engaged in tobacco retailing shall sell or transfer a tobacco product to another person without first verifying by means of government-issued photographic identification that the recipient is at least twenty-one years of age.
- G. **Drug Paraphernalia.** It shall be a violation of this chapter for any person engaged in tobacco retailing or any of the tobacco retailer's agents or employees to violate any local, state, or federal law regulating controlled substances or drug paraphernalia, except that conduct authorized pursuant to state law shall not be a violation of this chapter.
- H. **Self-Service Displays Prohibited.** No tobacco retailer shall display tobacco products by means of a self-service display or engage in tobacco retailing by means of a self-service display. A tobacco retailer who chooses to display tobacco products in a locked cabinet, case or similar structure must post a clear and conspicuous sign on or within five feet of the display stating that the cabinet, case or structure is locked at all times.
- I. **Windows.**
 - 1. In the course of tobacco retailing or in the operation of a business or maintenance of a location for which a license is issued, it shall be a violation of this chapter for a proprietor, or any of the tobacco retailer's agents or employees, to cover more than ten percent of the window area with window signs unless otherwise prohibited in the applicable zone, whichever is more restrictive shall apply.
 - 2. All windows and doors shall be maintained to ensure law enforcement personnel have a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from exterior public rights-of-way or from the entrance. However, this subsection shall not apply to premises where there are no windows, or where the design or location of windows or landscaping precludes a view of the interior of the premises from exterior public rights-of-way or from the entrance.
- J. **False and Misleading Advertising Prohibited.** A tobacco retailer without a valid tobacco retailer license or a proprietor without a valid tobacco retailer license, including, for example, a person whose license has been suspended or revoked:
 - 1. Shall keep all tobacco products out of public view. The public display of tobacco products in violation of this provision shall constitute tobacco retailing without a license; and
 - 2. Shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

(Ord. 1154 § 4, 2022; Ord. 1170 § 4, 2023)

§ 5.75.030. Sale of flavored tobacco products prohibited.

- A. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.
- B. There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.
- C. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:
 - 1. Made a public statement or claim that the tobacco product has a taste or smell other than tobacco;
 - 2. Used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product has a taste or smell other than tobacco; or
 - 3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product has a taste or smell other than tobacco.

(Ord. 1154 § 4, 2022)

§ 5.75.040. Tobacco product pricing and packaging.

- A. Packaging and Labeling. No tobacco retailer shall sell any tobacco product to any consumer unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.
- B. Display of Price. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.
- C. Prohibition of Tobacco Coupons and Discounts. No tobacco retailer shall:
 - 1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;
 - 2. Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.
(Ord. 1154 § 4, 2022)

§ 5.75.050. Application procedure.

- A. Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the city that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5.75.130 of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law. All applications shall be submitted on a form supplied by the department and shall contain the following information:
 1. The name, address, and telephone number of each proprietor of the business seeking a license.
 2. The business name, address, and telephone number of the single fixed location for which a license is sought.
 3. A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (A)(2) above.
 4. Proof that the location for which a tobacco retailer's license is sought has been issued a valid state license for the sale of tobacco products, if the tobacco retailer sells products that require such license.
 5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.
 6. Such other information as the department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.
 7. A statement signed by each proprietor that no drug paraphernalia is or will be sold at the business seeking the license.

- B. A licensed tobacco retailer shall inform the department in writing of any change in the information submitted on an application for a tobacco retailer's license within ten business days of a change.
- C. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law.
(Ord. 1154 § 4, 2022)

§ 5.75.060. Issuance and renewal of license.

- A. Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the department may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. The department may deny an application for a tobacco retailer's license based on any of the following:
 - 1. The application is incomplete, inaccurate, false, or misleading;
 - 2. The department has information that the applicant, or the applicant's agent(s) or employee(s), violated any local, state, or federal tobacco control law within the preceding one hundred eighty days; or
 - 3. The application seeks authorization for tobacco retailing at an address where a previous tobacco retail license has been suspended, revoked, or is subject to suspension or revocation proceedings for any violation of any of the provisions of this chapter. However, this shall not constitute a basis for denial of a tobacco retail license if either or both of the following apply:
 - a. The applicant provides documentation which clearly demonstrates that the applicant has acquired or is in the process of acquiring the premises or business in an arm's length transaction, or
 - b. It has been more than five years since the most recent tobacco retail license for that location was revoked;
 - 4. Any other suitable reason the granting of a license to the applicant is not consistent with the public health and welfare, including the applicant's history of noncompliance with this chapter and other laws relating to the sale of tobacco products.
- B. **Renewal of Tobacco Retail License.** A tobacco retail license shall be valid for one year and must be renewed between thirty and sixty days prior to the expiration of the tobacco retail license. A tobacco retail license may be renewed for additional one year periods by submission of a renewal application and the applicable fee. Any tobacco retail license that is suspended, has been revoked within the previous five years, or is subject to suspension or revocation proceedings shall not be renewed until suspension or revocation proceedings are complete and the suspension or revocation period, if any, is over.

(Ord. 1154 § 4, 2022)

§ 5.75.070. Business license required.

In addition to the tobacco retail license, any tobacco retailer must have a valid business license as required by Title 5 of this code.

(Ord. 1154 § 4, 2022)

§ 5.75.080. Licenses nontransferable.

A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

(Ord. 1154 § 4, 2022)

§ 5.75.090. License conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including, but not limited to:

- A. Any provision of this code, including, but not limited to, zoning, building and business license provisions; and/or
- B. Any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. Obtaining a tobacco retailer's license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5.

(Ord. 1154 § 4, 2022)

§ 5.75.100. Fee for license.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the city council. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. The level of compliance monitoring will affect the fees charged to tobacco retailers.

(Ord. 1154 § 4, 2022)

§ 5.75.110. Compliance monitoring.

- A. Compliance with this chapter shall be monitored by the department and the city's code enforcement division. In addition, any peace officer may enforce the penal

provisions of this chapter. The city may designate additional persons to monitor compliance with this chapter.

- B. Monitoring may include, but is not limited to, unannounced inspections and/or youth decoy operations during a tobacco retailer's hours of operation.
- C. The department shall conduct unannounced inspections for each tobacco retailer at least one time per twelve-month period to ensure compliance with this chapter.
- D. The city will conduct at least one unannounced compliance check per twelve-month period that involves the participation of youth decoys, or an agent designated by the city to enter licensed premises to attempt to purchase tobacco products.
- E. The city shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (youth decoy) if the potential violation occurs when:
 - 1. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement officer of the city;
 - 2. The youth decoy is acting as an agent of a person designated by the city to monitor compliance with this chapter; or
 - 3. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by any city or local agency or the California Department of Health Services.
- F. Nothing in this section shall create a right of action in any licensee or other person against the city or its agents.
- G. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of twenty-one years old, including, but not limited to, a youth decoy operation, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented by the city.
- H. Nothing in this chapter shall be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.
(Ord. 1154 § 4, 2022; Ord. 1170 § 3, 2012)

§ 5.75.120. Violations.

- A. It shall be a violation of this chapter for any person, tobacco retailer/licensee, or its agent(s) or employee(s), to violate any federal, state, or local tobacco law or regulation, including any provision of this chapter. Each day that a violation continues is deemed to be a new and separate offense. No proof of knowledge, intent, or other mental state is required to establish a violation.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of

this chapter shall constitute a violation.

- C. The failure of the tobacco retailer/licensee, or the applicant's agent(s) or employee(s) to allow any peace officer, the director, or any authorized city official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, state, or local tobacco law or regulation, including any provision of this chapter, at any time the business is open for business shall constitute a violation.
- D. No tobacco retailer/licensee or its agent(s) or employee(s) may sell or offer for sale any little cigar or cigarillo unless it is sold in a package of at least twenty little cigars or cigarillos. Little cigars or cigarillos may not be sold individually or in packages of less than twenty units.
- E. A tobacco retail license may be issued to authorize tobacco retailing at a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited and shall be considered a violation of this chapter.
(Ord. 1154 § 4, 2022)

§ 5.75.130. Suspension or revocation of license.

- A. In addition to any other remedy authorized by law, a tobacco retail license may be suspended or revoked as provided in this section if it is discovered that any of the following occurred:
 - 1. The licensee, or the licensee's agent(s) or employee(s), violated any provision of this chapter. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location;
 - 2. The original or renewal application contained incomplete, inaccurate, false, or misleading information;
 - 3. One or more of the bases for denial listed in Section 5.75.060 existed before the tobacco retail license was issued; or
 - 4. A licensee is convicted of a misdemeanor or felony violation of any federal, state, or local tobacco law or regulation, including any provision of this code.
- B. During any period of suspension or revocation, the licensee shall remove all tobacco products and from view, including from displays and behind counter storage areas, whether or not visible to the public. All tobacco products must be placed in a room that is separate from the area where point of sale transactions occur, or removed from the tobacco retail location entirely. Failure to do so may be considered a subsequent violation.
- C. During any period of suspension or revocation, the tobacco retailer/licensee shall conspicuously post, at each point of sale register and near the entrance door of the tobacco retail location, a notice of a tobacco retail license suspension provided by

the department. The notice shall include the suspension or revocation period, reason for suspension or revocation, tobacco retailer/licensee and location information, and department contact information to report violations.

D. When the director finds a violation as set forth in this chapter, the tobacco retail license may be suspended or revoked as follows:

1. Upon finding by the director of a first tobacco retail license violation, the tobacco retail license may be suspended for up to thirty days;
2. Upon a finding by the director of a second tobacco retail license violation within any five-year period, the tobacco retail license may be suspended for up to ninety days;
3. Upon a finding by the director of a third tobacco retail license violation in any five-year period, the tobacco retail license may be suspended for up to one hundred twenty days; and
4. Upon a finding by the director of a fourth tobacco retail license violation within a five-year period, the tobacco retail license shall be revoked.

(Ord. 1154 § 4, 2022)

§ 5.75.140. Suspension or revocation procedure.

A. Before a tobacco retail license is suspended or revoked, the director shall provide written notice to the licensee. Said notice shall include the following:

1. A statement that the proprietor's tobacco retail license is being suspended or revoked pursuant to this chapter;
2. The code section violated by licensee or licensee's agents or employees;
3. A description of the violation that occurred;
4. The address of the business where the violation occurred; and
5. The procedure for requesting an administrative review.

B. A licensee served with a notice of suspension or revocation may request an administrative review to contest the suspension or revocation. The request must be made in writing and filed with the city manager within ten calendar days of service of the notice of suspension or revocation. Failure to timely request an administrative review shall be deemed a waiver of the right to request such a review and a failure to exhaust administrative remedies.

C. After receiving a timely administrative review request, the city manager shall schedule an administrative review within twenty calendar days of receipt of the written request and designate a reviewing officer. The city manager may appoint as a reviewing officer, any department or other city employee who is not directly involved in inspection or enforcement of tobacco retailing establishments.

- D. The proprietor shall be given written notice of the date, time, and location of the administrative review and the name of the reviewing officer who will conduct the administrative review at least ten calendar days in advance of the review.
 - E. The reviewing officer, in their discretion, may grant a reasonable continuance upon the written request and showing of good cause.
 - F. At the administrative review, the department has the burden of providing by a preponderance of the evidence that the alleged violation occurred.
 - G. The failure to appear at the administrative review shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.
 - H. Within ten calendar days after the close of the administrative review, the reviewing officer shall issue a written decision on the suspension or revocation of the tobacco retail license, including a statement of the basis for the decision. The reviewing officer's written decision shall constitute the final administrative decision of the city.
 - I. If the director revokes a tobacco retail license, no new tobacco retail license may be issued for five years after that revocation.
- (Ord. 1154 § 4, 2022)

§ 5.75.150. Violation—Other penalties.

- A. In addition to any other penalties and remedies provided by law, including the provisions of this chapter, any violation of the provisions of this chapter may be charged as a misdemeanor pursuant to Chapter 1.20 of this code, or, in the discretion of the prosecutor, as an infraction. Any person who violates any provision of this chapter is subject to an administrative citation pursuant to Chapter 1.20 as well as a civil action, including, but not limited to, an injunction, as well as prosecution for any criminal violation.
- B. In addition to any other penalty under this chapter, a person found to have engaged in tobacco retailing without a valid tobacco retail license shall be ineligible to apply for or be issued a tobacco retail license as follows:
 - 1. After a person is caught in violation of this section, no new tobacco retail license may be issued for the person as a proprietor until thirty days have passed from the date of the violation; and
 - 2. Each day that a person engages in tobacco retailing without a valid tobacco retail license shall constitute a separate violation.
- C. Any person found by the director to be ineligible to be issued a tobacco retail license pursuant to this section may request an administrative review within ten days of notice of the violation. The request must be made to the director in writing. Any administrative review shall be held pursuant to the provisions of Section 5.75.140 of this chapter.

D. Violations of this chapter are hereby declared to be public nuisances pursuant to this code.

(Ord. 1154 § 4, 2022; Ord. 1170 § 5, 2023)

§ 5.75.160. Conflict with other laws; severability; saving clause.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law. If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 1154 § 4, 2022)

Chapter 11.35 TOBACCO RETAILING

11.35.010 Purpose and Application.

In promoting the health, safety, and general welfare of its residents, the County of Los Angeles has a substantial interest in encouraging compliance with federal, State, and local laws regulating tobacco sales and use; discouraging the purchase and use of tobacco products by anyone under the age of 21; increasing compliance with laws prohibiting the sale of tobacco products to anyone under the age of 21; and protecting children from being lured into nicotine and tobacco use through the illegal sale of products, including vaping products. It is the intent of the Ordinance codified in this Title, together with the additions to Title 7, to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit the sale or distribution of tobacco products to anyone under the age of 21. This Ordinance does not expand or reduce the degree to which the acts regulated by federal or State law are criminally proscribed or otherwise regulated.

(Ord. 2019-0049 § 4, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.020 Definitions.

For the purpose of this Chapter, the words and terms listed below shall have the following meanings:

- A. "Accessory" means equipment, products, or materials that are used, intended for use, or designed for use in smoking, vaping, ingesting, inhaling, or otherwise introducing tobacco or tobacco products into the human body and can be an object or device that is not essential in itself but adds to the beauty, convenience, or effectiveness of something else.
- B. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, when neither is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this Chapter that occurred at the location, is presumed not to be an arm's length transaction.
- C. "Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices.
- D. "Cigarette" is any roll of tobacco wrapped in paper or in any substance not containing tobacco, or any roll of tobacco wrapped in any substance containing tobacco which is likely to be offered to, or purchased as a cigarette, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling.
- E. "Cigarillo" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Cigarillo" includes, but is not limited to, tobacco products known or labeled as small cigar or little cigar.
- F. "Component" means any item intended or reasonably expected to be used with or for the human consumption of a tobacco product.

-
- G. "Department" means the Los Angeles County Department of Public Health.
- H. "Director" means the Director of the Los Angeles County Department of Public Health or designee.
- I. "Electronic Smoking Device" means an electronic device, including but not limited to an electronic cigarette, electronic cigar or cigarillo, electronic pipe, electronic hookah, vaping device, or any other product name or descriptor, which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether manufactured, distributed, marketed, or sold as such.
- J. "Flavored Tobacco Product" means any tobacco product, as defined in this Chapter, which imparts a characterizing flavor.
- K. "License" means a Tobacco Retail License issued by the County pursuant to this Section.
- L. "Licensee" means any proprietor holding a license issued by the County pursuant to this Chapter.
- M. "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar or cigarillo.
- N. "Package" or "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale.
- O. "Part" means a piece or segment of something, which combined with other pieces makes up the whole.
- P. "Person" means any individual, entity, firm, partnership, joint venture, limited liability company, association, social or professional club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, or other group or combination of the above acting as a single unit.
- Q. "Pharmacy" means any retail establishment, including any location with an on-site pharmacy, in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.
- R. "Proprietor" means a person with an ownership interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt.
- S. "Self-service Display" means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.
- T. "Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, characterizing flavors in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices, and any other item designed or used for the smoking or ingestion of tobacco products.
- U. "Tobacco Product" means the following:
1. Any product containing, made, or derived from tobacco or nicotine whether natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; or
 2. Any electronic smoking device that delivers nicotine or other substances, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vaping device.

-
- 3. Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately.
 - 4. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.
 - V. "Tobacco Retailer" means any person who sells, offers for sale or distribution, exchanges, or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, distributed, exchanged, or offered for exchange.
 - W. "Tobacco Retailing" means selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.
- (Ord. 2019-0049 § 5, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.030 Mandatory Tobacco Retail License.

- A. Any person intending to act as a tobacco retailer, who does not currently hold a Tobacco Retail License, shall, within 180 days of the effective date of the Ordinance codified in this Chapter, obtain a Tobacco Retail License for each location at which tobacco retailing is to occur.
- B. Nothing in this Chapter shall be construed to grant any licensee any status or right other than to act as a tobacco retailer at the location identified on the face of the Tobacco Retail License, subject to compliance with all other applicable laws, regulations, or ordinances. Nothing in this Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law.

(Ord. 2019-0049 § 6, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.040 Application Procedure for Tobacco Retail License.

All applications for a Tobacco Retail License shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor or an authorized agent. Each Tobacco Retail License application must be accompanied by the required Tobacco Retail License fee pursuant to Section 8.04.720 of this Code. A proprietor proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location. Every application shall contain the following information:

- A. The name, address, and telephone number of each proprietor.
- B. The business name, address, and telephone number of the fixed location for which the Tobacco Retail License is sought.
- C. Whether any proprietor has previously been issued a Tobacco Retail License pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation.
- D. Proof that the location for which a Tobacco Retail License is sought has been issued a valid State tobacco retailer's license by the California Department of Tax and Fee Administration, in addition to any other required or applicable licenses, permits, or certifications.
- E. A signed affirmation by each proprietor of being informed of, and agreeing to abide by, the laws affecting tobacco retail licenses.
- F. Such other information as the County deems necessary for the administration of this Chapter.

Any application that is denied is subject to an administrative review, at the request of the applicant, which shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.

(Ord. 2019-0049 § 7, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.050 Issuance and Renewal of Tobacco Retail License.

- A. Upon receipt of an application for a new Tobacco Retail License and applicable fee, as set forth in Section 8.04.720, the applicant(s) shall be issued a Tobacco Retail License unless:
1. The application is incomplete, inaccurate, false, or misleading;
 2. The Department has information that the applicant, or the applicant's agent(s) or employee(s), violated any local, State, or federal tobacco control law within the preceding 180 days; or
 3. The application seeks authorization for tobacco retailing at an address where a previous Tobacco Retail License has been suspended, revoked, or is subject to suspension or revocation proceedings for any violation of any of the provisions of this Chapter. However, this shall not constitute a basis for denial of a Tobacco Retail License if either or both of the following apply:
 - a. The applicant provides documentation which clearly demonstrates that the applicant has acquired or is in the process of acquiring the premises or business in an arm's length transaction; or
 - b. It has been more than five years since the most recent Tobacco Retail License for that location was revoked.
- B. Renewal of Tobacco Retail License. A Tobacco Retail License shall be valid for one year and must be renewed between 30 and 60 days prior to the expiration of the Tobacco Retail License. A Tobacco Retail License may be renewed for additional one year periods by submission of a renewal application and the applicable fee. Any Tobacco Retail License that is suspended, has been revoked within the previous five years, or is subject to suspension or revocation proceedings shall not be renewed until suspension or revocation proceedings are complete and the suspension or revocation period, if any, is over.

(Ord. 2019-0049 § 8, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.055 Business License Required.

- A. In addition to the Tobacco Retail License, any Tobacco Shop in an unincorporated area of the County, devoted exclusively or predominantly to the sale of tobacco, tobacco products, and tobacco paraphernalia, must have a valid business license as required by Title 7 of this Code.
- B. Tobacco Shops currently holding a valid Tobacco Retail License as of the effective date of the Ordinance codified in this Chapter must apply for a business license as required by Title 7 of this Code and may legally operate while such application is in active process.
- C. Any retailer establishing a new Tobacco Shop after the effective date of this Ordinance must apply for and obtain a business license as required by Title 7 of this Code and a Tobacco Retail License, as required by this Chapter, before it may legally operate.
- D. If the business license is revoked or suspended for any period of time, the Tobacco Retail License shall be automatically revoked or suspended for the same period.

(Ord. 2019-0049 § 9, 2019.)

11.35.060 Tobacco Retail License Nontransferable.

A Tobacco Retail License is nontransferable. If a licensee changes business location, that licensee must obtain a new Tobacco Retail License prior to acting as a tobacco retailer at the new location. If a business licensed as a tobacco retailer is sold or transferred, the new proprietor must obtain a Tobacco Retail License for that location before acting as a tobacco retailer.

(Ord. 2019-0049 § 10, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.070 Violations.

- A. It shall be a violation of this Chapter for a tobacco retailer/licensee, or its agent(s) or employee(s), to violate any federal, State, or local tobacco law or regulation, including any provision of this Chapter.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- C. Failure to prominently display the Tobacco Retail License in a publicly visible location at the licensed premises shall constitute a violation.
- D. The failure of the tobacco retailer/licensee, or the applicant's agent(s) or employee(s) to allow any peace officer, the Director, or any authorized County official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, State, or local tobacco law or regulation, including any provision of this Chapter, at any time the business is open for business shall constitute a violation.
- E. After 180 days of the effective date of the Ordinance codified in this Chapter, it shall be a violation of this Chapter for a tobacco retailer/licensee or its agent(s) or employee(s) to sell or offer for sale, or to possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart, or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices.
- F. No tobacco retailer/licensee or its agent(s) or employee(s) may sell or offer for sale any little cigar or cigarillo unless it is sold in a package of at least 20 little cigars or cigarillos. Little cigars or cigarillos may not be sold individually or in packages of less than 20 units.
- G. Tobacco retailing by means of a self-service display is prohibited, pursuant to State law.
- H. A Tobacco Retail License may be issued to authorize tobacco retailing at a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited and shall be considered a violation of this Chapter.
- I. No Tobacco Retail License may issue and no existing Tobacco Retail License may be renewed, to authorize tobacco retailing in a pharmacy, including any location with an on-site pharmacy.
- J. Each tobacco retailer/licensee and its agent(s) or employee(s) must be over the age of 21 in order to sell tobacco and/or tobacco products.

(Ord. 2019-0049 § 11, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.080 Compliance Checks.

- A. Compliance with this Chapter shall be monitored by the Department of Public Health ("Department") or any law enforcement officer. Any law enforcement officer may conduct compliance checks, including but not limited to youth decoy operations, and enforce the penal provisions of this Chapter.
- B. The Department shall check the compliance of each tobacco retailer a minimum of one time per 12 month period. Compliance checks may be unannounced.

(Ord. 2019-0049 § 12, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.090 Administrative Fines.

Subject to the requirements of Chapter 1.25 of this County Code, the Director may impose administrative fines on persons violating any provision of this Chapter or any federal, State, or local law or regulation incorporated into this Chapter. The Director may impose a fine upon such violators in an amount determined by the Director. The imposition of any such fine shall in no way limit the Director's ability or authority to impose other requirements of this Chapter or seek other remedies against violators.

(Ord. 2019-0049 § 13, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.100 Suspension or Revocation of Tobacco Retail License.

- A. In addition to any other remedy authorized by law, a Tobacco Retail License may be suspended or revoked as provided in this Section if it is discovered that any of the following occurred:
 - 1. The licensee, or the licensee's agent(s) or employee(s), violated any provision of this Chapter. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location;
 - 2. The original or renewal application contained incomplete, inaccurate, false, or misleading information;
 - 3. One or more of the bases for denial listed in Section 11.35.050 existed before the Tobacco Retail License was issued; or
 - 4. A licensee is convicted of a misdemeanor or felony violation of any federal, State, or local tobacco law or regulation, including any provision of this Code.
- B. During any period of suspension or revocation, the licensee shall remove all tobacco products and tobacco paraphernalia from view, including from displays and behind counter storage areas, whether or not visible to the public. All tobacco products and tobacco paraphernalia must be placed in a room that is separate from the area where point of sale transactions occur, or removed from the tobacco retail location entirely. Failure to do so may be considered a subsequent violation.
- C. During any period of suspension or revocation, the tobacco retailer/licensee shall conspicuously post, at each point of sale register and near the entrance door of the tobacco retail location, a notice of a Tobacco Retail License suspension provided by the Department of Public Health. The notice shall include the suspension or revocation period, reason for suspension or revocation, tobacco retailer/licensee and location information, and Department of Public Health contact information to report violations.
- D. When the Director finds a violation as set forth in this Chapter, the Tobacco Retail License may be suspended or revoked as follows:

-
1. Upon finding by the Director of a first Tobacco Retail License violation within any five year period, the Tobacco Retail License may be suspended for up to 30 days;
 2. Upon a finding by the Director of a second Tobacco Retail License violation within any five year period, the Tobacco Retail License may be suspended for up to 90 days;
 3. Upon a finding by the Director of a third Tobacco Retail License violation in any five year period, the Tobacco Retail License may be suspended for up to 120 days; and
 4. Upon a finding by the Director of a fourth Tobacco Retail License violation within a five year period, the Tobacco Retail License shall be revoked.

(Ord. 2019-0049 § 14, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.110 Suspension or Revocation Procedure.

- A. Before a Tobacco Retail License is suspended or revoked, the Director shall provide written notice to the licensee. Said notice shall include the following:
 1. A statement that the proprietor's Tobacco Retail License is being suspended or revoked pursuant to this Chapter;
 2. The Code Section violated by licensee or licensee's agents or employees;
 3. A description of the violation that occurred;
 4. The address of the business where the violation occurred; and
 5. The procedure for requesting an administrative review.
- B. A licensee served with a notice of suspension or revocation may request an administrative review to contest the suspension or revocation. The request must be made in writing and filed with the Director within 10 calendar days of service of the notice of suspension or revocation. Failure to timely request an administrative review shall be deemed a waiver of the right to request such a review and a failure to exhaust administrative remedies.
- C. After receiving a timely administrative review request, the Director shall schedule an administrative review within 20 calendar days of receipt of the written request and designate a reviewing officer. The Director may appoint as a reviewing officer, any Department or other County employee with expertise in public health who is not directly involved in inspection or enforcement of tobacco retailing establishments.
- D. The proprietor shall be given written notice of the date, time, and location of the administrative review and the name of the reviewing officer who will conduct the administrative review at least 10 calendar days in advance of the review.
- E. The reviewing officer, in their discretion, may grant a reasonable continuance upon the written request and showing of good cause.
- F. At the administrative review, the Department has the burden of providing by a preponderance of the evidence that the alleged violation occurred.
- G. The failure to appear at the administrative review shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.
- H. Within 10 calendar days after the close of the administrative review, the reviewing officer shall issue a written decision on the suspension or revocation of the Tobacco Retail License, including a statement of the basis for the decision. The reviewing officer's written decision shall constitute the final administrative decision of the County.

-
- I. If the Director revokes a Tobacco Retail License, no new Tobacco Retail License may be issued for five years after that revocation.

(Ord. 2019-0049 § 15, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.120 Violation—Other Penalties.

- A. In addition to any other penalties and remedies provided by law, including the provisions of this Chapter, any violation of the provisions of this Chapter may be charged as a misdemeanor pursuant to Chapter 1.24 of this Code, or, in the discretion of the prosecutor, as an infraction. Any person who violates any provision of this Chapter is subject to a civil action, including but not limited to, an injunction, as well as prosecution for any criminal violation.
- B. In addition to any other penalty under this Chapter, a person found to have engaged in tobacco retailing without a valid Tobacco Retail License shall be ineligible to apply for or be issued a Tobacco Retail License as follows:
1. After a person is caught in violation of this Section, no new Tobacco Retail License may be issued for the person as a proprietor until 30 days have passed from the date of the violation; and
 2. Each day that a person engages in tobacco retailing without a valid Tobacco Retail License shall constitute a separate violation.
- C. Any person found by the Director to be ineligible to be issued a Tobacco Retail License pursuant to this Section may request an administrative review within 10 days of notice of the violation. The request must be made to the Director in writing. Any administrative review shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.
- D. Violations of this Chapter are hereby declared to be public nuisances pursuant to this Code.

(Ord. 2019-0049 § 16, 2019: Ord. 2007-0118 § 3 (part), 2007.)

11.35.130 Conflict with Other Law, Severability, Saving Clause.

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or State law. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 2019-0049 § 17, 2019: Ord. 2007-0118 § 3 (part), 2007.)



City Council Agenda Report

Agenda Item No. 9.a.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Anthony Taylor, City Attorney

SUBJECT: AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON NON-CAMTC OPERATING MASSAGE ESTABLISHMENTS AND MASSAGE PRACTITIONERS WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S STUDY AND DEVELOPMENT OF REASONABLE REGULATIONS; AND DECLARING THE URGENCY THEREOF

SUMMARY: The proposed moratorium would prohibit the operation of non-California Massage Therapy Council (CAMTC) massage establishments and practitioners within the City for 45 days (unless extended) while City staff reviews and develops appropriate regulations for such businesses.

RECOMMENDED ACTION: Staff recommends City Council:

1. Find that exemptions under the California Environmental Quality Act (CEQA) based on Public Resources Code section 21065 and State CEQA Guidelines Sections 15001, 15061(b)(3), and 15378 apply;
2. Waive further reading, and adopt Urgency Ordinance No. 1279-U, establishing a 45-days temporary moratorium on non-CAMTC operating massage establishments and massage practitioners within City limits during the pendency of the City's review and development of reasonable regulations for such uses; and
3. Authorize the City Manager to direct the Planning Division and Planning Commission to review the development standards for non-CAMTC massage establishments and massage practitioners and survey development standards for these types of businesses in other cities.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION:

CEQA

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Interim Urgency Ordinance is exempt from CEQA based on the following: (a) This Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 45-day temporary moratorium on the operation of non-CAMTC massage establishments and practitioners and does not have the potential to significantly impact the environment.

Moratorium

Government Code section 65858(a) provides that "[w]ithout following the procedures otherwise required prior to the adoption of a zoning ordinance, the legislative body of a county, city, including a charter city, or city and county, to protect the public safety, health, and welfare, may adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time."

Here, a review of regulations for non-CAMTC massage establishments and practitioners is necessary because the City has had multiple incidents where businesses that claim they are operating as a permitted massage business are instead a location where alleged illegal activities are occurring in violation of federal and state law, including allegations of prostitution and human trafficking. In order to review and potentially update the City's regulations concerning public health, safety and welfare, it is necessary for the City to first study (1) any implications or challenges associated with non-CAMTC massage establishments and practitioners and the potential impacts such businesses on the public safety, health, and welfare of the City, (2) and the regulations applicable to non-CAMTC massage establishments and practitioners and the need to further adopt additional and appropriate regulations allowed by law to prohibit illegal activities from occurring at a location that operates as a massage business. City staff believe that a Temporary Moratorium is necessary to ensure that new and existing non-CAMTC massage establishments and practitioners will be subject to potentially updated regulations. More importantly, without the Temporary Moratorium, illegal activities at non-CAMTC massage establishments could occur that endanger public health, safety and welfare.

If adopted, the Temporary Moratorium would read as follows: "During the effective period of this Ordinance, the operation of a non-CAMTC massage establishment or practitioner within City limits is prohibited."

During the period of this Ordinance, the City will be directed to thoroughly review, study and analyze laws, rules, and procedures related to the prohibition of non-CAMTC massage establishments and practitioners, and to enable the City to adequately and appropriately preserve the public safety, health, and welfare of the communities in the City of South El Monte and mitigation for any related impacts.

If adopted, the Ordinance shall be effective for forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858. Note, not later than ten (10) days prior to the expiration of this

interim urgency Ordinance, the City Council shall issue a written report as required by applicable state law.

Staff is further recommending that this Ordinance be adopted as an urgency measure in accordance with Government Code sections 36934 and 36937. An urgency measure is authorized for the immediate preservation of the public peace, health or safety and shall take effect immediately upon a four-fifths vote of the City Council (at least four affirmative votes in favor of the moratorium).

Here, enacting the Ordinance through the regular procedure (i.e. two readings and waiting thirty days for said ordinance to become effective) will be detrimental to the public peace, health or safety because, during that period, more non-CAMTC massage establishments and practitioners may open in the City without the benefit of the implementation of proper use regulations and, as a result, such a development will continue or intensify impacts to the community. It is therefore necessary that this Ordinance go into effect immediately upon adoption for the immediate preservation of the public peace, health or safety.

ATTACHMENT(S):

A. Urgency Ordinance No. 1279-U

ORDINANCE NO. 1279-U

AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON NON-CAMTC OPERATING MASSAGE ESTABLISHMENTS AND MASSAGE PRACTITIONERS WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S STUDY AND DEVELOPMENT OF REASONABLE REGULATIONS; AND DECLARING THE URGENCY THEREOF

WHEREAS, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to California Constitution Article XI, section 7; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council ("CAMTC") which limited cities' ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the ability of cities to regulate massage establishments through land use and local licensing and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code ("SEMMC") to include Chapter 5.22 (Massage Establishments) to establish licensing requirements for massage establishments in the City; and

WHEREAS, the City can adopt and enforce local zoning, business licensing, and reasonable health and safety requirements for massage establishments or businesses with CAMTC-certified practitioners; and

WHEREAS, the City cannot prohibit a CAMTC-certified practitioner from engaging in any act or performing any procedure that falls within the professionally recognized scope of practice; and

WHEREAS, there are no restrictions on the City's authority over an individual or a business with personnel without CAMTC certification; and

WHEREAS, illegally operating massage establishments increase the risk of injury to massage clients due to improperly trained and/or uneducated massage practitioners; and

WHEREAS, the Los Angeles County Sheriff's Department and the City's Code Enforcement Department discovered that some massage establishments were engaging in illicit massage services; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses within the City by regulating non-CAMTC

operating massage establishments and practitioners as defined in this Ordinance, within City limits; and

WHEREAS, the City Council desires to implement comprehensive regulations for the regulation of non-CAMTC operating massage establishments and practitioners within the City so that the public health, safety, and welfare is protected; and

WHEREAS, in order to understand and address potential impacts associated with non-CAMTC operating massage establishments and practitioners, it is necessary for the City to study the potential impact such facilities may have on the public health, safety, and welfare, and to consider adoption of regulations based on said studies; and

WHEREAS, the City Council desires to insure that, during the pendency of the study activity for the formulation and implementation of said comprehensive regulations, non-CAMTC operating massage establishments and practitioners cease operations so that the regulations produced by the City's study activity will be fully effective; and

WHEREAS, Government Code Sections 36934, 36937 and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to temporarily prohibit the operation of non-CAMTC massage establishments and practitioners.

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

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

SECTION 2. **PURPOSE AND AUTHORITY.**

In the interest of protecting the health, safety, and welfare of the residents in the City of South El Monte, it is the purpose and intent of this ordinance to place a temporary moratorium on non-CAMTC operating massage establishments and practitioners in the City of South El Monte. The City Council has authority to adopt this ordinance pursuant to California Constitution Article XI, Section 7 and Government Code section 65858 as an urgency measure prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering or studying.

The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city.

SECTION 3. **FINDINGS.**

A. The City has a significant interest in preserving the health, safety, and welfare of its residents in considering enactment of additional regulations on the operation of non-CAMTC massage establishments and practitioners.

B. There is a current and immediate threat to the public health, safety, or welfare with respect to non-CAMTC operating massage establishments and practitioners within the City and a review of regulations for non-CAMTC massage establishments and practitioners is necessary because the City has had multiple incidents where businesses that claim they are operating as a permitted massage business are instead a location where alleged illegal activities are occurring in violation of federal and state law, including allegations of prostitution and human trafficking.

C. This urgency ordinance is necessary to promote the immediate preservation of the peace, health, and safety of the public against the potential detrimental health impacts of non-CAMTC operating massage establishments and practitioners, in order to allow the City an opportunity to study this issue and develop and adopt additional appropriate regulations for the operation of non-CAMTC operating massage establishments and practitioners.

SECTION 4. **DEFINITIONS**

As used herein the following definitions shall apply:

A. “California Massage Therapy Council (CAMTC)” means the nonprofit organization created to regulate the massage industry in California pursuant to the Business and Professions Code, Chapter 10.5 of Division 2 (commencing with Section 4600).

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

C. “Massage establishment” or “establishment” means any fixed 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 as 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.

D. “Massage practitioner” means a person who is certified by the CAMTC pursuant to Section 4604.2 of the California Business and Professions Code and who administers massage for compensation.

SECTION 5. **MORATORIUM**

During the effective period of this Ordinance, the operation of a non-CAMTC massage establishment or practitioner within City limits is prohibited.

SECTION 6. STUDY AND DEVELOPMENT

During the period of this Ordinance, the City shall study and develop as necessary City laws, rules, procedures and fees related to the operation of non-CAMTC massage establishments and practitioners to enable the City to adequately and appropriately preserve the health, safety and welfare of the communities in the City of South El Monte.

SECTION 7. SEVERABILITY

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 8. CEQA COMPLIANCE

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Interim Urgency Ordinance is exempt from CEQA based on the following: (a) This Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 45-day temporary moratorium on the operation of non-CAMTC massage establishments and practitioners and does not have the potential to significantly impact the environment.

SECTION 9. WRITTEN REPORT REQUIREMENT

Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by applicable state law.

SECTION 10. PUBLICATION

The Interim City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

SECTION 11. EFFECTIVENESS OF ORDINANCE

This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code Sections 36934, 36937, and 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858(b).

PASSED, APPROVED and ADOPTED as an URGENCY ORDINANCE this 8th day of October 2024.

Gloria Olmos, Mayor

ATTEST:

Sabrina Muhne, Interim 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, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing ordinance, being Ordinance No. 1279-U 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 8th day of October 2024 by the following vote:

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

Sabrina Muhne, Interim City Clerk



City Council Agenda Report

Agenda Item No. 9.b.

DATE: October 8, 2024

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: FINANCE WORKSHOP TO SEEK DIRECTION FROM CITY COUNCIL REGARDING TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE

SUMMARY: Finance Workshop to seek direction from City Council regarding Title 3 of the South El Monte Municipal Code.

RECOMMENDED ACTION: Staff seeks direction from City Council to help modernize certain outdated sections of the City's code.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact from this item as it is a discussion item.

DISCUSSION: The City's Code of Ordinances is a collection of laws passed by the City Council since inception (1958). As time passes, not all sections of the code get updated in a timely manner, as resources are scarce, and the code's intent can still be understood and functional (don't fix what's not broken). However, when the timing is right, and opportunities arise, staff would like to help modernize certain outdated sections of the code by seeking direction from City Council.

ATTACHMENT(S):

A. SEM Code Title 3 Revenue and Finance Workshop_09242024



City of Achievement



CITY OF SOUTH EL MONTE

Title 3 Revenue and Finance Workshop

October 8, 2024

OVERVIEW

- The City's Code of Ordinances is a collection of laws passed by the SEM City Council since inception (1958).
- As time passes, not all section of the code gets updated on a timely manner, as resources are scarce, and its intent can still be understood and functional (don't fix what's not broken)
- However, when the timing is right, and opportunities arise, staff would like to help modernize the outdated sections of the code.

TITLE 3 REVENUE AND FINANCE

- CH 3.04 Sales Tax (1974): 1%
- CH 3.06 Transaction Tax (2010): 0.5 % Measure R
- CH 3.07 Transaction Tax (2020): 0.25% Measure ES
- CH 3.08 Transient Occupancy Tax (1990): 8%
- CH 3.12 Real Property Transfer Tax (1987): \$0.55/\$1,000
- CH 3.16 Purchase of Supplies, Equipment, and Services (2015): Parts outdated with a moving target threshold
- CH 3.18 Bidding Procedures – Public Project Contracts (2002 and 2014): Parts outdated where the intent appears to follow the State Public Contract Code.
- CH 3.20 Special Gas Tax Street Improvement Fund (1958): N/A
- CH 3.24 Recreation Revolving Fund – Special Excursions (1983): N/A
- CH 3.28 Refund Account (1983): N/A
- CH 3.32 Farmers Market Food Stamp Impressed Fund (1985): N/A
- CH 3.36 Air Quality Improvement Trust Fund (1991): N/A
- CH 3.40 Cannabis Business Tax: Current and relevant.

TITLE 3, CHAPTER 3.16, PURCHASE OF SUPPLIES, EQUIPMENT, AND SERVICES

○ CH 3.16.025 Currently Adjusted Maximum

- \$25,000 maximum to be adjusted annually on July 1st by the Consumer Price Index for Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County issued by the Bureau of Labor Statistics.
 - The referenced index stopped being published in 2017 so staff has been using the CPI-U for Los Angeles-Long Beach-Anaheim.
 - As of June 30, 2024, the estimated maximum is \$33,865.
- Staff would like to recommend updating the ordinance to not have a moving target as the approval threshold, but a fixed one, ideally between \$25,000 and \$50,000, for simplicity, consistency, and efficiency.
- A comparison with surrounding City is on the next slide.

TITLE 3, CHAPTER 3.16, PURCHASE OF SUPPLIES, EQUIPMENT, AND SERVICES

	Bell	Commerce	Santa Fe Springs	Pico Rivera	West Covina	El Monte	Norwalk	Rosemead
Dept. Head or equivalent limit	n/a	\$0 - \$4,999	\$0 - \$25k	\$0 - \$9,999	\$0 - \$5k	\$0 - \$15k	\$0 - \$7,500	\$0 - \$5k
Finance Director or equivalent limit	\$0 - \$9,999	\$5k - \$20k	n/a	\$10k - \$39,999	>\$5 - \$60k	n/a	n/a	n/a
City Manager or equivalent limit	\$10k - \$24,999	\$20,001 - \$49,999	\$25,001 - \$50k	\$40k - \$60k	>\$60k - \$200k	>\$15k - \$30k	\$7,501 - \$32,960	>\$5k - \$30k
City Council limit	\$25k and above	\$50k and above	above \$50k	above \$60k	above \$200k	above \$30k	above \$32,960	above \$30k
Informal quotes required?	Yes - 3 for under \$24,999 by use of sealed bidding method.	Yes - 3 open market proposals for under \$20k	Yes	Yes - 3 for under \$39,999 or sole source form	Yes - 3	Yes - 3	Yes	Yes - 3 for \$5k and under
Bidding?	Yes - formal bidding	Yes - formal IFB or RFP	Yes - formal competitive	Yes - formal competitive	Yes - informal and formal depending on amount	Yes - formal bid process	Yes - informal and formal competitive, depending on amount.	Yes - informal and formal competitive, depending on amount.
Bidding amount	\$25k and above	\$20,001 and above	\$15k and above	\$40k and above	\$60k and above	\$150k and above	\$7,501 and above	\$5k and above
Exceptions to limits?	Contracts approved by City Manager up to \$24,999	Professional & Consulting services require Council approval for \$25k and above.	Except vehicle purchases already approved by City Council as part of budget process.	none	Contracts & agreements must be signed by CM or Mayor and have a 5 year maximum.	City Manager limit increases to \$50k for capital improvements.	All public projects require City Council approval, regardless of amount.	none

TITLE 3, CHAPTER 3.18, BIDDING PROCEDURES – PUBLIC PROJECT CONTRACTS

- Public works projects (CH 3.18.010):
 - Under \$175,000 requires City Manager's approval.
 - Over \$175,000 require City Council's approval.
 - The intent appears to have been adopting the California Public Contract Code in 2002 and 2014.
- The current California Public Contract Code has a slightly higher thresholds as follows:
 - Under \$200,000 requires City Manager's approval.
 - Over \$200,000 require City Council's approval.
- Staff would like to recommend updating the ordinance to adopt the California Public Contract Code, so it mimics the State's requirement into the future.

TITLE 3, OUTDATED CHAPTERS

- CH 3.20 Special Gas Tax Street Improvement Fund (1958): N/A
- CH 3.24 Recreation Revolving Fund – Special Excursions (1983): N/A
- CH 3.28 Refund Account (1983): N/A
- CH 3.32 Farmers Market Food Stamp Impressed Fund (1985): N/A
- CH 3.36 Air Quality Improvement Trust Fund (1991): N/A

- The City currently has about 35 funds properly disclosed in its budget books and financial statements. All 5 chapters above are no longer needed, as the City follows Generally Accepted Accounting Principles, or rules set by the Governmental Accounting Standards Board, and its funds' balances and activities are audited by an external independent auditor each year, as well as audited by various other oversight and granting agencies. Governments are supposed to open and close funds as needed, and not by Ordinances.

QUESTIONS