**Gloria Olmos, Mayor/Chair**
**Hector Delgado, Mayor Pro Tem/ Vice Chair**
**Manuel Acosta, Councilmember/ Boardmember**
**Rudy Bojorquez, Councilmember/ Boardmember**
**Larry Rodriguez, Councilmember/ Boardmember**

**Rene Salas, City Manager/Executive Director**
**Susie A. Altamirano, Interim City Attorney/Interim General Counsel**
**Adrian Garcia, City Clerk/Secretary**
**Masami Higa, Director of Finance/Treasurer**

# CITY OF SOUTH EL MONTE

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

## AGENDA

January 28, 2025, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

### PUBLIC COMMENT

Those wishing to participate during Public Comment may do so in person at the South El Monte City Hall Council Chambers, or may submit written public comments by emailing sem.cityclerk@soelmonte.org. Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

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.

### 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:

Adrian Garcia, MMC, City Clerk
Ph (626) 443-4928
Cell (626) 926-3071

Sabrina A. Muhne, Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

## 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 $500 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, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

## 2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hector Delgado

## 3. INVOCATION

Pastor Don Antelo, Calvary Chapel of South El Monte

## 4. PRESENTATIONS

**4.a.** FY2024-25 Mid-Year Budget Review

**4.b.** SGV Carshare Program Presentation by Mobility Development

**4.c.** Sheriff's Department Report for the Months of October, November, December 2024

**4.d.** Code Enforcement and Public Safety Department Report for the Months of October, November, and December 2024

**4.e.** Presentation by Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce Quarter 3 and 4 Updates

**4.f.** Presentation of Certificates of Recognition to South El Monte Community Outreach volunteers for their participation at Community Events

## 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.

Consent Calendar next page.

## 7. CONSENT CALENDAR

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

### 7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

Staff is requesting approval of Minutes for the January 14, 2025, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of Minutes for the January 14, 2025, Regular City Council Meeting.

### 7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-006, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 15, 2024, THROUGH JANUARY 28, 2025

Authorizing payment of City expenditures for the period of January 15, 2025, through January 28, 2025, totaling $3,839,355.05.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-006, authorizing payment of City expenditures.

### 7.c. CONSIDERATION OF RESOLUTION NO. 25-007, APPROVING FINAL MAP NO. 83399, MASTER AFFORDABLE HOUSING COVENANT AND DENSITY BONUS AGREEMENT, AND AFFORDABILITY COVENANTS AND RESTRICTIONS AND OPTION TO PURCHASE SECURED BY DEED OF TRUST, AND DIRECTING THE CITY CLERK TO RECORD THE FINAL MAP AND ASSOCIATED AGREEMENTS WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE

Approval of Final Map No. 83399 and associated Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 25-007 approving Final Map No. 83399 and Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust; and
2. Authorize the City Clerk to record the Final Map, Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust, with the Los Angeles County Recorder's office.

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

## CONSENT CALENDAR (CONTINUED)

### 7.d. CONSIDERATION OF REJECTION OF BID AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS FOR SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS, HSIPL-5352(025), CITY PROJECT NO. 607

The City received a single bid for the Systemic Safety Improvements at Signalized Intersections Project ("City Project No. 607"), the bid contained a discrepancy. Due to the discrepancy, staff recommends that the City Council approve the rejection of the bid and authorize staff to re-advertise the project.

City Project No. 607 involves installation of raised pavement markers, striping, pedestrian crosswalks, and traffic signal adjustments (implementation of leading pedestrian interval (LPI)) at various signalized intersections. Due to a discrepancy in the bid received, staff seeks City Council approval to reject the bid and authorize staff to re-advertise the project.

**RECOMMENDED ACTION:** Staff recommends City Council reject the bid and authorize the re-advertisement of the construction bid package for the Systemic Safety Improvements at Signalized Intersections Project.

### 7.e. CONSIDERATION FOR AUTHORIZATION OF RESOLUTION NO. 25-008 APPROVING A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT (SGVCOG) FOR THE ACTIVE STREETS CORAZÓN DEL VALLE 2025 EVENT

Staff recommends City Council authorize the City Manager to execute a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) and the City of El Monte for the Active Streets: Corazón del Valle event for the planning, coordinating, outreach, and/ or staging of the event.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Resolution No. 25-008 approving a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Government and the City of El Monte for the Corazon del Valle event; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

Public Hearings next page.

## 8. PUBLIC HEARINGS

### 8.a. APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD

Appeal of Planning Commission Resolution No. 24-09 adopting a mitigated negative declaration and approval of Conditional Use Permit No. 24-09.

**RECOMMENDED ACTION:** Pursuant to Government Code Section 54955.1 this hearing has been continued to February 18, 2025.

### 8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-009, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2024-25 and FISCAL YEARS (FY) 2025-26

Staff recommends amending the Fiscal Year 2024-2025 CDBG Consolidated Plan to request additional CDBG Revolving Funds for an existing project and to program CDBG funds for Fiscal Year 2025-2026.

**RECOMMENDED ACTION:** Staff Recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 25-009, allowing the City to revise its CDBG Consolidated Action Plan for the use of CDBG funds for FY 2024-25 and FY 2025-26; and
4. Allow the City Manager to adjust the CDBG Program budgets as necessary throughout FY 2024-25 and FY 2025-26, for the timely expenditure of CDBG funds according to the CDBG drawdown guideline.

**ENVIRONMENTAL ANALYSIS:** 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. Revising the allocation of federal funds 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.

General Business next page.

## 9. GENERAL BUSINESS

### 9.a. PRESENTATION OF DESIGN OPTIONS FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

The project includes installation of bicycle and pedestrian mobility improvements along Santa Anita Avenue and Tyler Avenue. The project is currently in the design phase, and staff seeks City Council direction on two design alternatives presented for the proposed bicycle facilities within project limits.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Receive presentation and provide direction regarding whether to implement Design Option 1 or Design Option 2 for the project; and
2. Direct the City Manager to finalize project design based on the selected Design Option.

### 9.b. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONERS

Appointments to be made to the Advancement of Women and Girls Commission, which is a five-member commission. Current terms expired on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking re-appointment/appointment to the Advancement of Women and Girls Commission for a one-year term ending January 31, 2026.

### 9.c. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

Appointments to be made to the Community Services Commission, which is a five-member commission. Current terms expire on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking reappointment/appointment to the Community Services Commission for a one-year term ending January 31, 2026.

### 9.d. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PATRIOTIC COMMISSIONERS

Appointments to be made to the Patriotic Commission, which is a five-member commission. Current terms expired on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking re-appointment/appointment to the Patriotic Commission for a one-year term ending January 31, 2026.

General Business Items 9.e. through 9.g. next page.

## GENERAL BUSINESS (CONTINUED)

**9.e. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PLANNING COMMISSIONERS**

Appointments to be made to the Planning Commission, which is a five-member commission. Current terms expired on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking reappointment/appointment to the Planning Commission for a one-year term ending January 31, 2026.

**9.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-010 AMENDING RESOLUTION NO. 17-69 AND THE RULES OF ORDER TO CHANGE THE DATES OF THE REGULAR CITY COUNCIL MEETINGS, COMMUNITY SERVICES COMMISSION MEETINGS, AND PLANNING COMMISSION MEETINGS**

At the January 14, 2025 Regular City Council Meeting, the City Council provided direction to change City Council Meeting days to the first and third Tuesdays of the month.

**RECOMMENDED ACTION:** Staff recommends City Council Adopt Resolution No. 25-010; Amending Resolution No. 17-69 and the Rules of Order to Change the Dates of the Regular City Council Meetings, Community Services Commission Meetings, and Planning Commission Meetings

**9.g. CONSIDERATION AND APPROVAL OF RESOLUTION 25-011, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH RENE SALAS FOR CITY MANAGER**

Staff is requesting the City Council to approve the First Amendment to the Employment Agreement with Rene Salas as City Manager.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution 25-011, approving the First Amendment to the Employment Agreement with Rene Salas as City Manager and authorize the Mayor to execute the employment agreement. In the alternative, Staff recommends City Council provide additional direction regarding the attached employment agreement.

General Business Item 9.h. next page.

## GENERAL BUSINESS (CONTINUED)

### 9.h. CONSIDERATION AND APPROVAL OF RESOLUTION 25-012, ADOPTING AND APPROVING THE UPGRADED PAY SCHEDULE & BENEFITS OF THE PUBLIC WORKS DIRECTOR POSITION

On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executives and part-time employees. This resolution will upgrade the salary range of the Public Works Director position to be externally competitive and internally equitable.

**RECOMMENDED ACTION:** Staff recommends City Council consider adopting Resolution No. 25-012, approving a revised monthly salary schedule for the Public Works Director position.

## 10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

## 11. CORRESPONDENCE - None

## 12. COUNCILMEMBERS' AGENDA

### 12.a. Councilmember Rudy Bojorquez

1. Request for a Senior Center fee waiver on March 8, 2025, for a memorial service for Ralph Ortiz.

**RECOMMENDATION:** Discussion and/or action.

### 12.b. Councilmember Larry Rodriguez

1. Re-establish the City of South El Monte C.E.R.T team and provide training for new members.

**RECOMMENDATION:** Discussion and/or action.

### 12.c. Councilmember Manuel Acosta

1. At the January 14, 2025, City Council Meeting, Mayor Pro Tem Hector Delgado requested $15,000 for his wrestling program, Beat the Streets, and was approved. This request should be contingent on Mr. Delgado should providing a letter to the city of South El Monte, formally requesting the $15,000. The letter should be on the organization's letterhead, and include the charitable tax ID, and describe how the money will be spent.

Councilmembers Agenda Item 12.c.2 through 12.d. next page.

2. At the January 14, 2025, City Council Meeting, a request of $35,000 to the El Monte/South El Monte Emergency Resources Association headquartered in El Monte, California, and was approved. Staff should be directed to conduct research and provide details of the organization's finances and disclosures.

3. Provide a placement of financial conditions on the $35,000 given to the El Monte/South El Monte Emergency Resources Association. The money should only be used for South El Monte residents seeking emergency relief and financial assistance.

**RECOMMENDATION:** Discussion and/or Action.

**12.d. Mayor Gloria Olmos**

1. Consideration of sponsoring the Lincoln Training Center for their 39th Annual Affair of the Heart Event scheduled for March 22, 2025.

**RECOMMENDATION:** Discussion and/or action.

**13. CLOSED SESSION - None**

**14. RECESS COUNCIL MEETING**

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

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

Successor Agency Meeting next page.

## 16. CALL TO ORDER AND ROLL CALL

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

## 17. APPROVAL OF AGENDA

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

## 18. PUBLIC COMMENTS

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

## 19. CONSENT CALENDAR

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

### 19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR OCTOBER 22, 2024

Staff is requesting approval of the Minutes of the October 22, 2024, Successor Agency Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of the Minutes of the October 22, 2024, Successor Agency Meeting.

## 20. EXECUTIVE DIRECTOR'S AGENDA - None

## 21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

## 22. RECONVENE AND ADJOURN COUNCIL MEETING

**CERTIFICATION**

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this January 23, 2025, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.

Adrian Garcia, MMC

# City Council Agenda Report
**Agenda Item No. 4.a.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Masami Higa, Director of Finance

**SUBJECT:** FY2024-25 Mid-Year Budget Review

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**SUMMARY:** FY2024-25 Mid-Year Budget Review

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. FY24-25 Mid-Year Budget Presentation_Draft_01222025

# CITY OF SOUTH EL MONTE

## FY2024-25

## Mid-Year Budget Review

January 28, 2025

# OVERVIEW

- FY 24-25 City-Wide Summary
- Five Year Forecast Updated with Measure SEM
- City Cash & Investment Balances
- FY 25-26 Budget Calendar

# FISCAL YEAR 24-25
# CITY-WIDE SUMMARY
# (IN $MILLIONS)

| Description | 6 Months Budget | 6 Months Actual | 6 Months Variance | 12 Months Budget | 12 Months Forecast | 12 Months Variance |
|---|---|---|---|---|---|---|
| General Fund Revenues | $11.6 | $8.3 | $(3.3) | $23.4 | $24.0 | $0.6 |
| General Fund Expenditures | 11.9 | 11.9 | 0.0 | 23.8 | 22.8 | 1.0 |
| General Fund Total | (0.3) | (3.6) | (3.3) | (0.4) | 1.2 | 1.6 |
| | | | | | | |
| Special Revenue Funds Revenues | 12.1 | 5.6 | (6.5) | 24.3 | 23.2 | (1.1) |
| Special Revenue Funds Expenditures | 14.5 | 5.3 | 9.2 | 28.9 | 26.6 | 2.3 |
| Special Revenue Funds Total | (2.4) | (0.3) | 2.7 | (4.6) | (3.4) | 1.2 |
| | | | | | | |
| City-Wide Total | $(2.7) | $(3.9) | ($0.6) | $(5.0) | $(2.2) | $2.8 |

# UPDATED FIVE YEAR FORECAST

| | FY 23-24 Forecast | FY 24-25 Budget | FY 24-25 Forecast | Escalation Factor | FY 25-26 Forecast | FY 26-27 Forecast | FY 27-28 Forecast | FY 28-29 Forecast |
|---|---|---|---|---|---|---|---|---|
| General Fund | | | | | | | | |
| Revenues | 23,721,132 | 23,356,013 | 24,034,800 | 3% | 25,991,844 | 26,771,600 | 27,574,748 | 28,401,990 |
| Expenditures | 21,435,925 | 23,762,446 | 22,849,705 | 5% | 23,992,191 | 25,191,800 | 26,451,390 | 27,773,960 |
| Net Surplus (Deficit) | 2,285,207 | (406,433) | 1,185,095 | | 1,999,654 | 1,579,800 | 1,123,358 | 628,031 |
| Fund Balance | 19,912,737 | 19,506,304 | 21,097,832 | | 23,097,486 | 24,677,396 | 25,800,643 | 26,428,674 |
| Reserve % of Expenditures | 92.9% | 82.0% | 92.3% | | 96.3% | 98.0% | 97.5% | 95.2% |

Note 1: FY24-25 Forecast includes $400,000 of Measure SEM revenues.

Note 2: FY25-26 through FY28-29 includes $1,600,000 of Measure SEM revenues.

# 12/31/24 CASH BALANCES

| Account Name | Type | Balance |
|---|---|---|
| City of South El Monte | Checking | $4,185,265 |
| Metro | Checking | 454,836 |
| Older American Act | Checking | 5,029 |
| CAMP (4.5%; Average maturity 60 days) | Investment | 16,653,561 |
| LAIF (4.4%; Average maturity 250 days) | Investment | 10,696 |
| Time Value Investments (3.2%; All mature within 227 days) | Investment | 6,039,454 |
| Total | | $27,348,841 |

# FISCAL YEAR 25-26
# BUDGET CALENDAR

- The following budget schedule has been tentatively adopted.
- The City will keep City Council informed throughout this process.

**City of South El Monte**
**Budget Preparation Calendar**
**FY2025-26**

| | Start Date | Objective | End Date |
|---|---|---|---|
| **Initial Round** | Wednesday, January 1, 2025 | Finance will distribute year-end forecasts as a reference for all users. | Thursday, January 2, 2025 |
| | Monday, January 6, 2025 | Finance will complete updating all budget templates for all funds, departments, and divisions. | Thursday, January 9, 2025 |
| | Monday, January 13, 2025 | Each division will fill out their budget templates, including their own year-end forecasts, and next year's budgets | Thursday, January 23, 2025 |
| | Monday, January 27, 2025 | Finance will review all budgets, consolidate, and present the summary to the City Manager. | Thursday, January 30, 2025 |
| | Monday, February 3, 2025 | City Manager and Finance Director will meet with each Department Head and budget staff. | Thursday, February 6, 2025 |
| | | | |
| **Revised Round** | Monday, February 10, 2025 | Each divisions will update their budgets based on direction provided by the City Manager | Thursday, February 13, 2025 |
| | Monday, February 17, 2025 | Finance will review the updated budgets, consolidate, and present the summary to the City Manager. | Thursday, February 20, 2025 |
| | Monday, February 24, 2025 | City Manager and Finance Director will meet with each Department Head and budget staff. | Thursday, February 27, 2025 |
| | | | |
| **Proposed Round** | Monday, March 3, 2025 | Each divisions will update their budgets based on direction provided by the City Manager | Thursday, March 6, 2025 |
| | Monday, March 10, 2025 | Finance will draft the Budget Book. | Thursday, March 13, 2025 |
| | Monday, March 17, 2025 | Finance will provide the Draft Budget Book to the City Manager for review. | Thursday, March 20, 2025 |
| | Monday, March 24, 2025 | Finance will update the Draft Budget Books based on direction from City Manager. | Thursday, March 27, 2025 |
| | Monday, March 31, 2025 | Finance will draft the Budget Workshop Presentation for City Council. | Thursday, April 3, 2025 |
| | Monday, April 7, 2025 | City Manager will review the Budget Workshop Presentation and place it on the City Council meeting agenda. | Thursday, April 10, 2025 |
| | Monday, April 14, 2025 | City Manager and Finance will host the Budget Workshop for City Council. | Thursday, April 24, 2025 |
| | | | |
| **Final Round** | Monday, April 28, 2025 | Finance will update the Draft Budget Book based on direction from City Council. | Thursday, May 1, 2025 |
| | Monday, May 5, 2025 | Finance will prepare a Budget Resolution and make public notice for City Council's budget adoption. | Thursday, May 8, 2025 |
| | Monday, May 12, 2025 | City Council's budget adoption. | Thursday, May 22, 2025 |
| | Monday, May 26, 2025 | Finance will post the adopted budget on the City's website. | Thursday, May 29, 2025 |
| | Monday, June 2, 2025 | City Clerk will file a copy of the adopted budget with the County. | Thursday, June 5, 2025 |

# Questions

# City Council Agenda Report
**Agenda Item No. 4.b.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Andres Gonzalez, Public Works Analyst

**SUBJECT:** SGV Carshare Program Presentation by Mobility Development

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. SGV Carshare Orientation - Final

SGV CARSHARE

CLEAN MOBILITY

# 2025 Program Introduction

Proud Partners with:

MDO Carshare

STATE OF CALIFORNIA ENERGY COMMISSION

CALIFORNIA CLIMATE INVESTMENTS

Cap and Trade Dollars at Work

# What we will review...

- Pricing and What's Included
- SGV Carshare Partners
- Carsharing vs Car Rental
- Member Support
- EVs, Charging & Battery Range
- Starting a Trip
- Ending a trip
- Charging in the Community
- Member Responsibilities

# Pricing

| Type | Cost |
|---|---|
| One-time Application | $20 |
| Daily Rate | $40 + tax (150 miles free then $0.40/mile + tax) |
| Weekly Rate | $220 + tax (500 miles free then $0.40/mile + tax) |

Price also includes insurance, roadside assistance/maintenance and 24 hour member support and free charging.

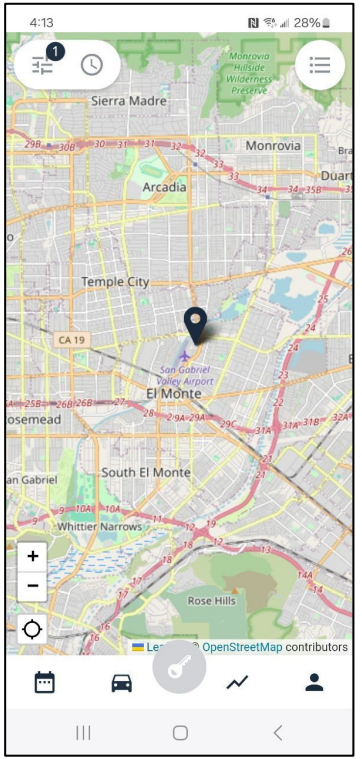
**Carshare is frequently utilized for everyday trips such as commuting to work, grocery shopping, childcare, or attending doctor's appointments. Notably, 90% of carshare members come from zero- or one-car households and are primarily from low- or moderate-income backgrounds.**

# SGV Carshare Partners

- San Gabriel Valley Carshare is funded by the Clean Mobility Options (CMO)program and is a partnership between The Energy Coalition, Mobility Development, Active SGV, and The City of South El Monte.
  - The Energy Coalition: Prime Awardee of Clean Mobility Options Grant
  - ASGV - Outreach and community engagement
  - EVCS: Charger Vendor - Charging hardware and installation company
  - Mobility Development - Carshare operator
- Long-term sustainability

Google Play

App Store

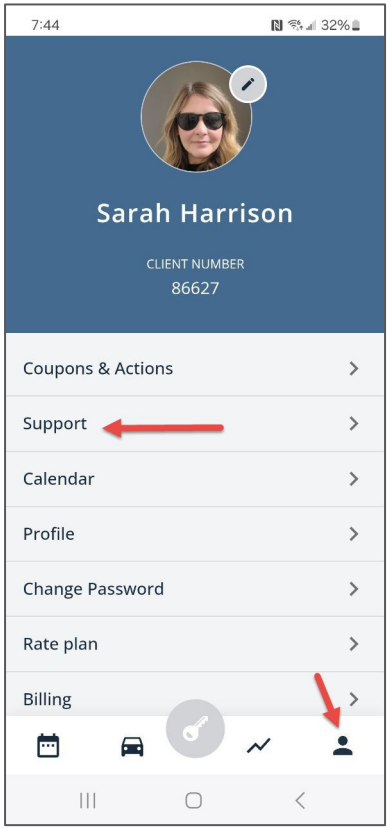


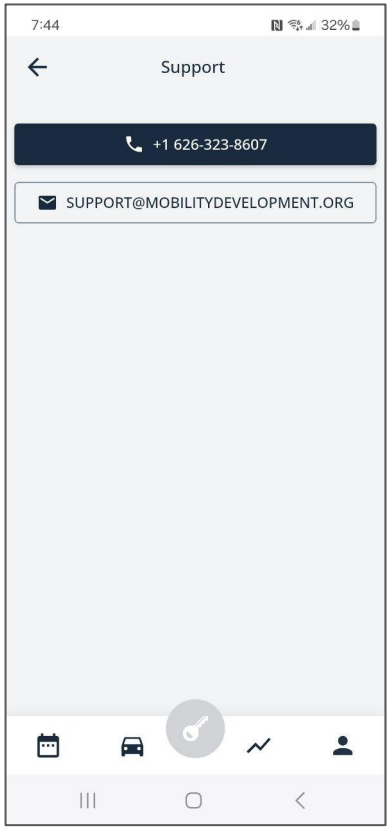
# Car Sharing vs. Car Rentals

| **Carsharing** | **Traditional Rental Cars** |
|---|---|
| $40/day or $220/7days, no hidden fees | Average rates $50/day + Fees |
| Multiple forms of payment accepted (debit card, prepaid card, credit card) | Credit card required |
| No deposit | Deposit Required |
| Insurance included | Collision damage waiver or requires own insurance |
| Free Charging | Refueling Costs |

# Member Support

- 24/7 Member support @ **626-323-8607**
  - Business Hours
    - **9am - 5pm** local time
    - General questions and vehicle/trip related issues
  - *Afterhours*
    - **5pm to 9am** local time
    - Vehicle/Trip related issues **ONLY**. (*Low charge, dead battery, flat tire, unable to access the vehicle or start/end the trip*)
- In an accident or collision? Dial 911. Make sure YOU are safe before giving SGV Carshare a call to report the incident.



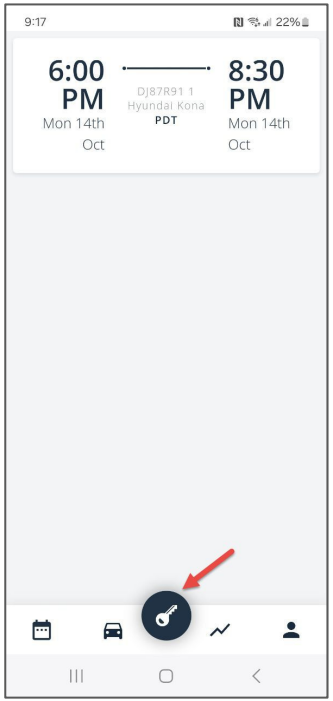



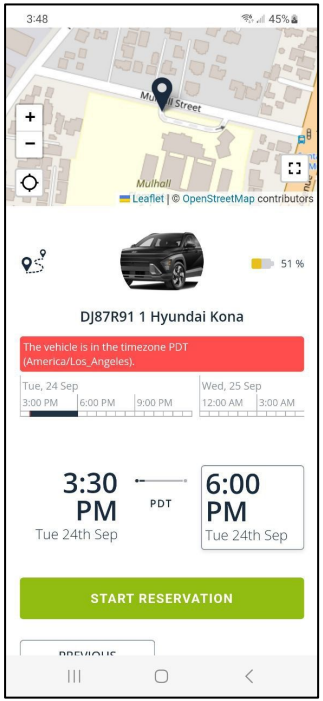
# SGV Electric Vehicles & Battery Range

- All SGV vehicles are automatic and push to start
- Seats up to five people
- SGV vehicles have up to 250 mile range @ 100% charge
- The dash inside the car will display energy or range levels.  It will show the maximum, medium and minimum.
- Members are required to keep vehicle charge levels above 20% at all times during their trip

# Starting a Trip

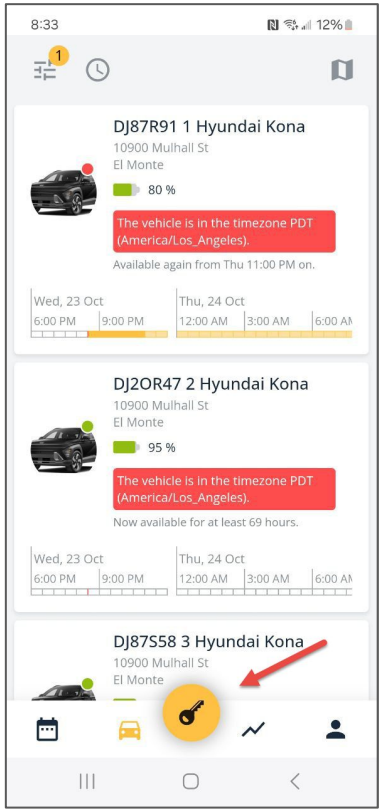
- Click the Key button at the bottom of your screen to display your existing reservations.
- Select the reservation for the trip you would like to start, click on the reservation and then click and hold the “start reservation” button.You will hear the car unlock.
- Check for damage and take photos if necessary. Submit photos using the damage button in the app.
- If the app is not working please call the member support line.

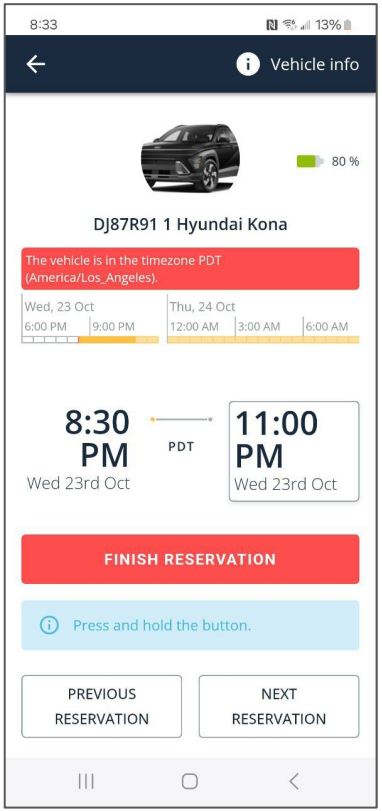


# Ending a Trip

- Once you are ready to end your trip. Open the SGV app and Click  on the key icon and then “Finish Reservation”.
- The key and fob must be inserted into the box located in the glove box.
- You must return the car to the El Monte Community Center parking lot. If you end your reservation outside of this location, you will be charged a fee of $100.
- If the app is not working please call the member support line.



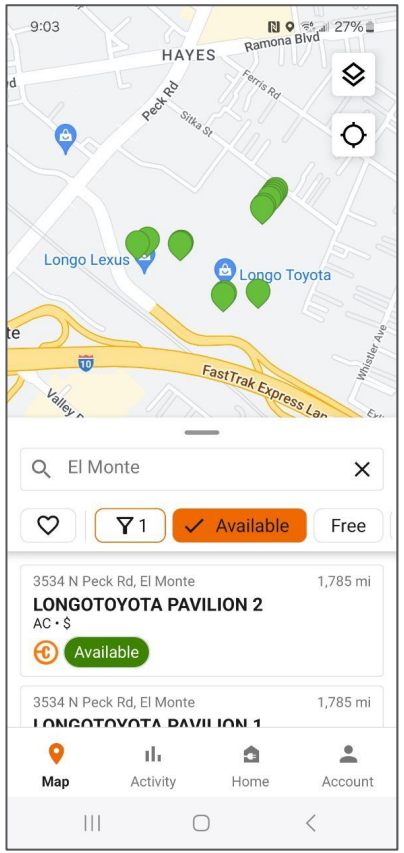



# Charging in the Community

- It is the responsibility of the member to charge the car during their trip
- A Chargepoint® card is located in the plastic sleeve attached to the driver's visor
- Members can use this card at no charge at any station in the chargepoint network
- To view a list of stations, download the chargepoint app. You do not need to create an account to see available stations

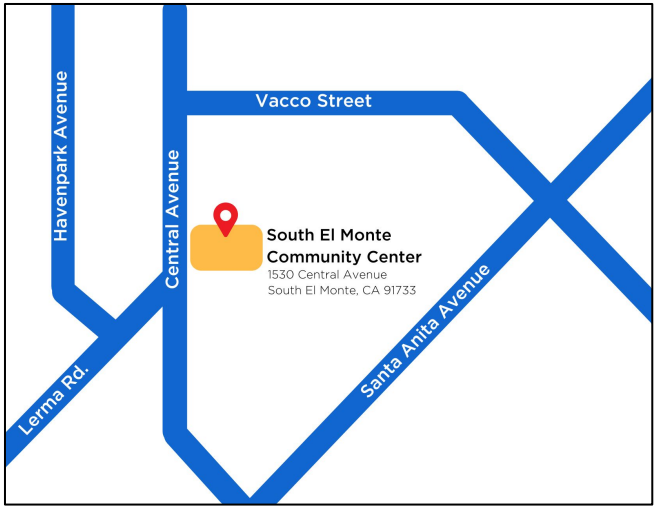
Google Play

App Store



# Member Responsibilities

- Maintain a valid driver's license
- Read through the member guidebook
- In case your in an accident, call 911 and once you feel safe reach out to member services.
- Tolls and traffic tickets are all the responsibility of the member
- Always keep a carshare vehicle above a 20% charge
- Only end reservations at the Community Center
- Report all damage




South El Monte Community Center
1530 Central Ave
South El Monte, CA 91733

# ANY QUESTIONS?

*Please contact us at Support@mobilitydevelopment.org*
*or give us a call at **626-323-8607***

# City Council Agenda Report
**Agenda Item No. 4.c.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Rene Salas, City Manager

**SUBJECT:** Sheriff's Department Report for the Months of October, November, December 2024

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

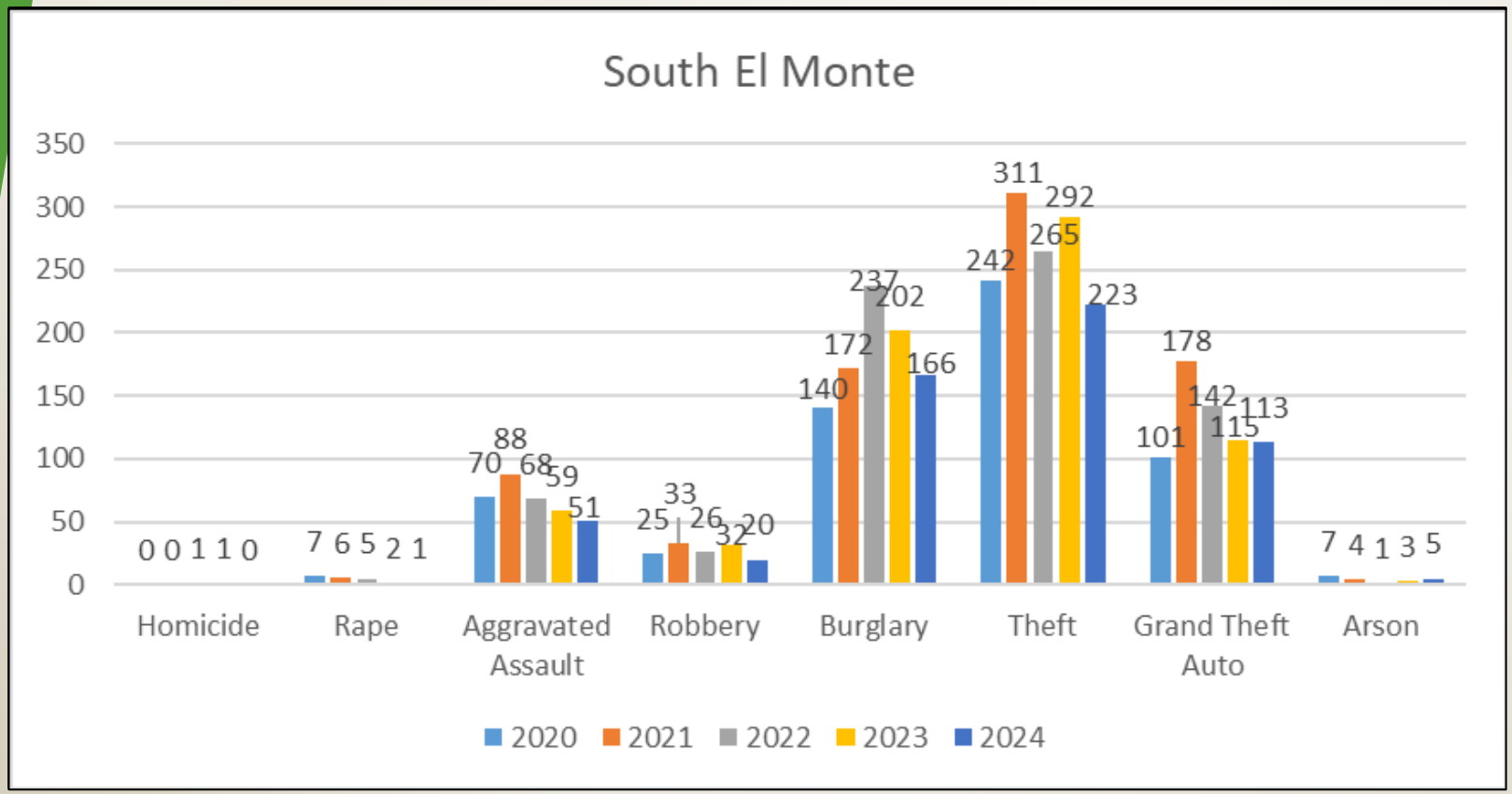
**ATTACHMENT(S):**

A. PowerPoint - October, November, December 2024

# South El Monte
# October 2024

## Crime Statistics

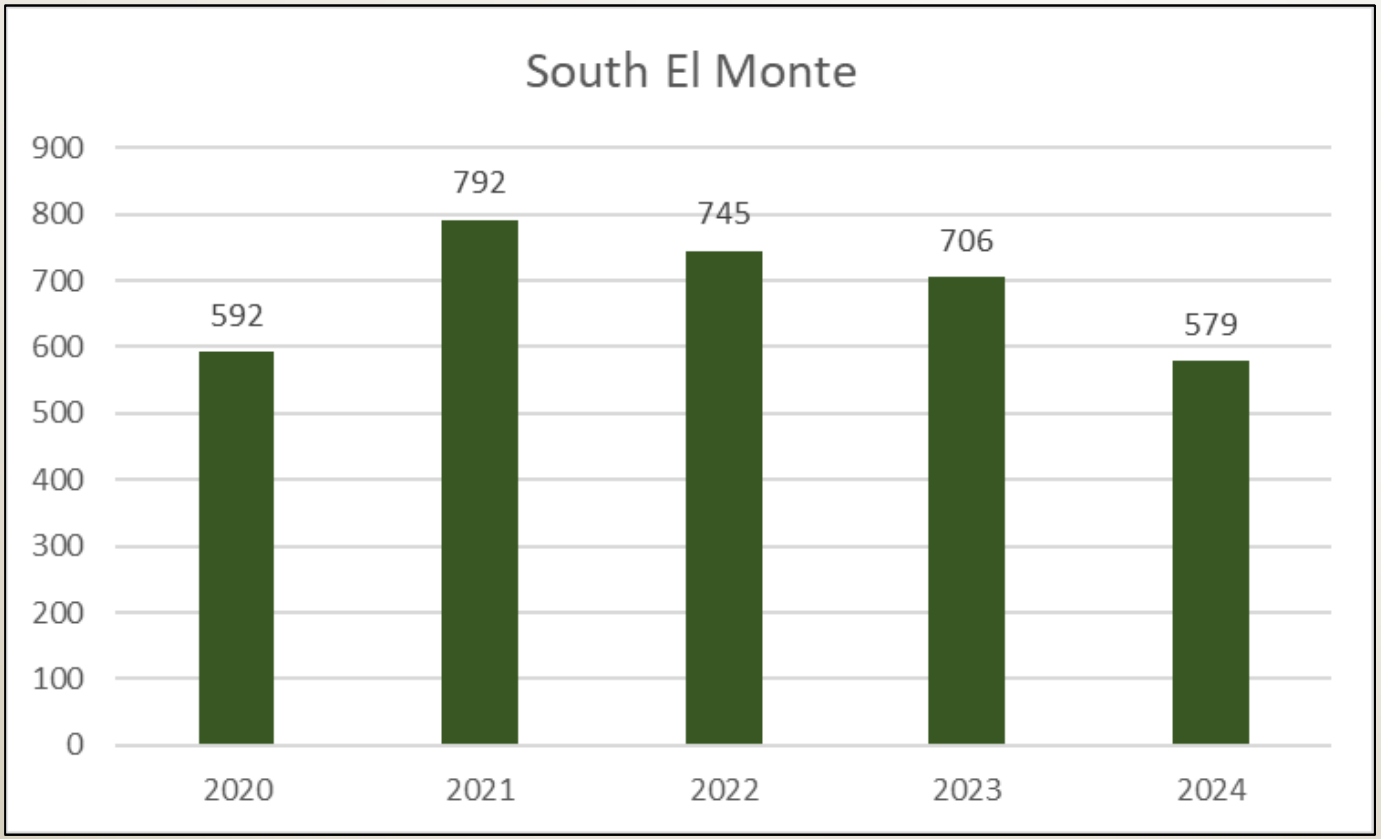
# South El Monte
# Part I Crime Statistics – October 2020-2024 YTD




| South El Monte | 1 yr % change | 4 yr % change |
|---|---|---|
| Homicide | -100% | NC |
| Rape | -50% | -86% |
| Aggravated Assault | -14% | -27% |
| Robbery | -38% | -20% |
| Burglary | -18% | 19% |
| Theft | -24% | -8% |
| Grand Theft Auto | -2% | 12% |
| Arson | 67% | -29% |
| **Total** | -18% | -2% |

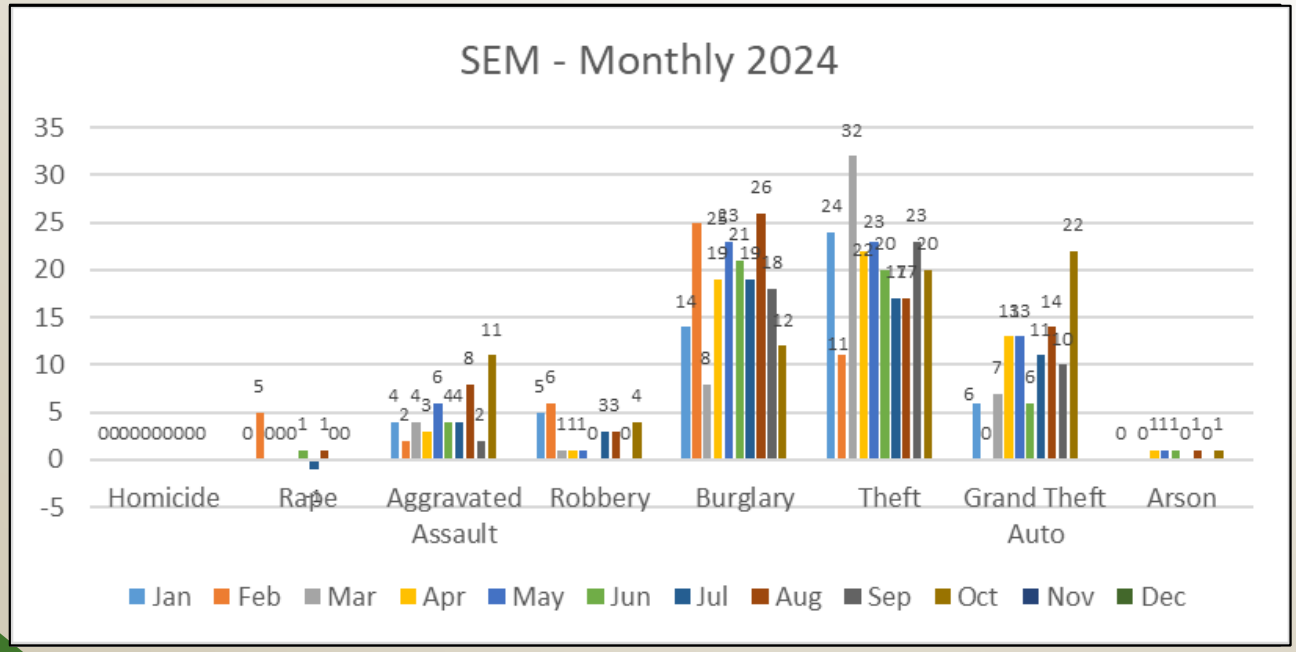
| South El Monte | YTD |
|---|---|
| Res Burg | 14 |
| Other Burg | 152 |
| Petty Theft | 69 |
| Grand Theft | 94 |
| Theft from Vehicle | 60 |

# South El Monte
# Part I Crime Statistics – October 2020-2024 YTD



# South El Monte
# Part I Crime Statistics – 2024 Monthly Breakdown & Arrests YTD

| South El Monte | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 |
| Rape | 0 | 0 | 0 | 0 | 0 | 1 | -1 | 1 | 0 | 0 | | | 1 |
| Aggravated Assault | 4 | 5 | 4 | 3 | 6 | 4 | 4 | 8 | 2 | 11 | | | 51 |
| Robbery | 5 | 2 | 1 | 1 | 1 | 0 | 3 | 3 | 0 | 4 | | | 20 |
| Burglary | 14 | 6 | 8 | 19 | 23 | 21 | 19 | 26 | 18 | 12 | | | 166 |
| Theft | 24 | 25 | 32 | 22 | 23 | 20 | 17 | 17 | 23 | 20 | | | 223 |
| Grand Theft Auto | 6 | 11 | 7 | 13 | 13 | 6 | 11 | 14 | 10 | 22 | | | 113 |
| Arson | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 1 | 0 | 1 | | | 5 |
| Total | 53 | 49 | 52 | 59 | 67 | 53 | 53 | 70 | 53 | 70 | 0 | 0 | 579 |

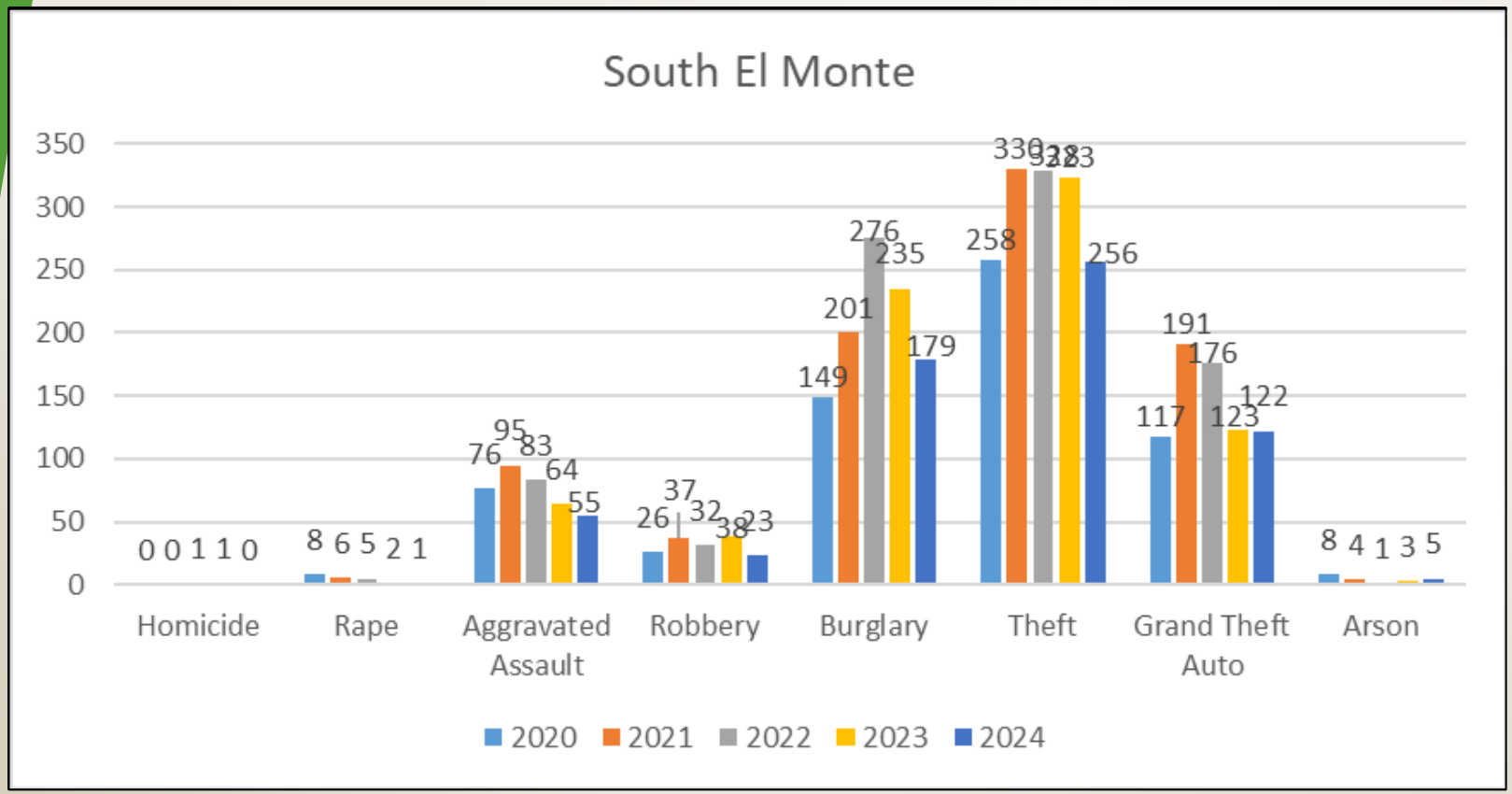



| Arrests | |
|---|---|
| 2024 | 845 |
| 2023 | 834 |

# South El Monte
# November 2024

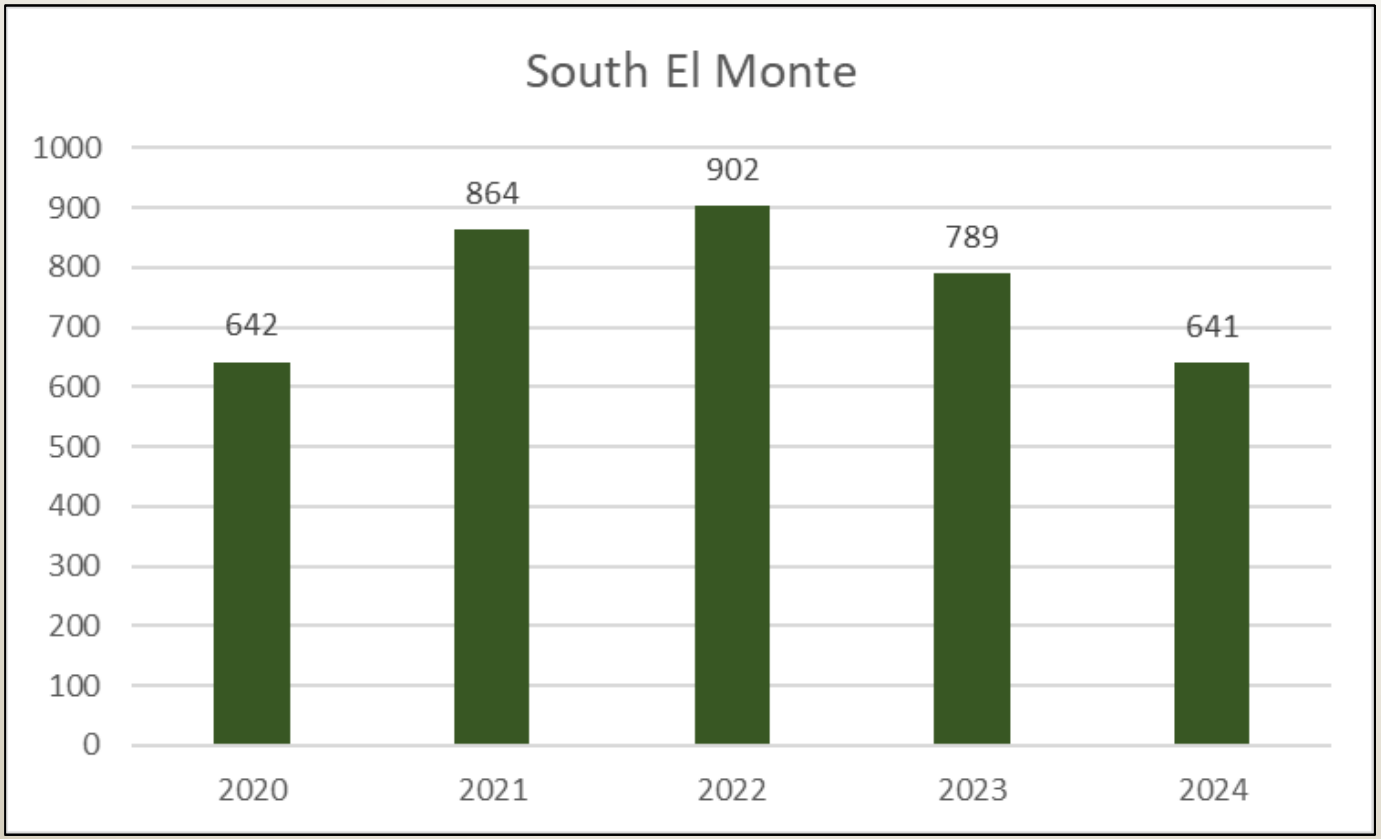
## Crime Statistics

# South El Monte
# Part I Crime Statistics – November 2020-2024 YTD



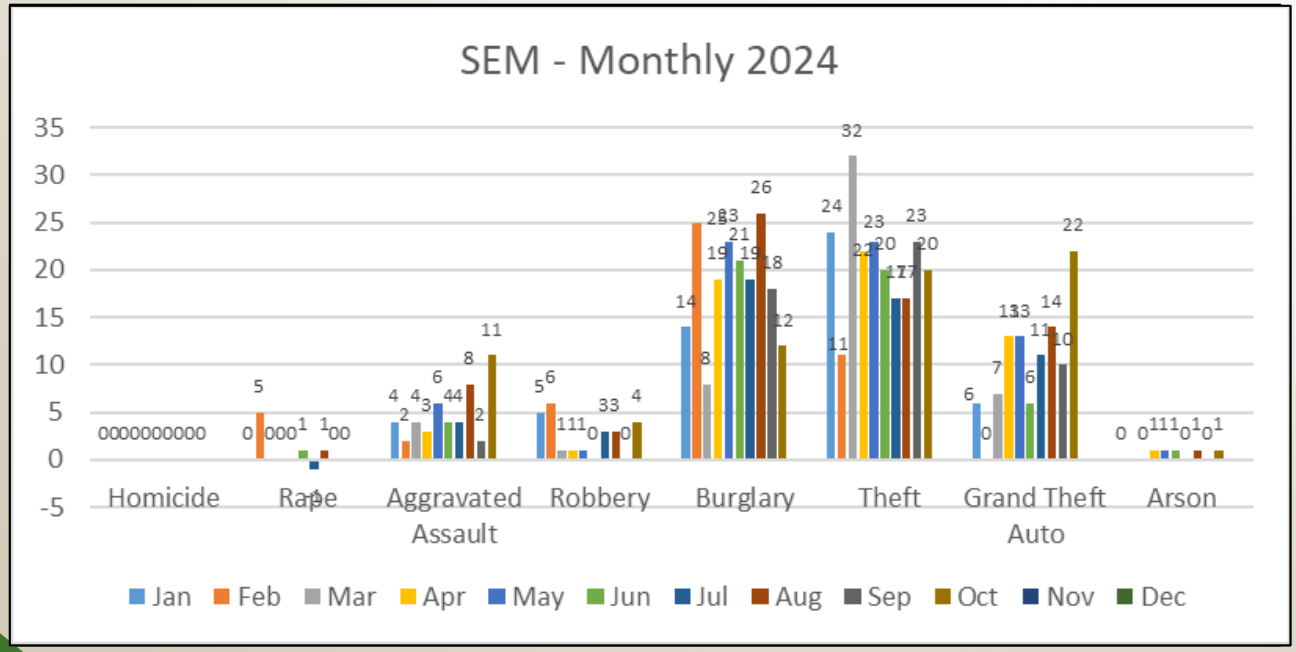

| South El Monte | 1 yr % change | 4 yr % change |
|---|---|---|
| Homicide | -100% | NC |
| Rape | -50% | -88% |
| Aggravated Assault | -14% | -28% |
| Robbery | -39% | -12% |
| Burglary | -24% | 20% |
| Theft | -21% | -1% |
| Grand Theft Auto | -1% | 4% |
| Arson | 67% | -38% |
| **Total** | -19% | 0% |

# South El Monte
# Part I Crime Statistics – November 2020-2024 YTD



# South El Monte
# Part I Crime Statistics – 2024 Monthly Breakdown & Arrests YTD

| South El Monte | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Rape | 0 | 0 | 0 | 0 | 0 | 1 | -1 | 1 | 0 | 0 | 0 | | 1 |
| Aggravated Assault | 4 | 5 | 4 | 3 | 6 | 4 | 4 | 8 | 2 | 11 | 4 | | 55 |
| Robbery | 5 | 2 | 1 | 1 | 1 | 0 | 3 | 3 | 0 | 4 | 3 | | 23 |
| Burglary | 14 | 6 | 8 | 19 | 23 | 21 | 19 | 26 | 18 | 12 | 13 | | 179 |
| Theft | 24 | 25 | 32 | 22 | 23 | 20 | 17 | 17 | 23 | 20 | 33 | | 256 |
| Grand Theft Auto | 6 | 11 | 7 | 13 | 13 | 6 | 11 | 14 | 10 | 22 | 9 | | 122 |
| Arson | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 1 | 0 | 1 | 0 | | 5 |
| Total | 53 | 49 | 52 | 59 | 67 | 53 | 53 | 70 | 53 | 70 | 62 | 0 | 641 |



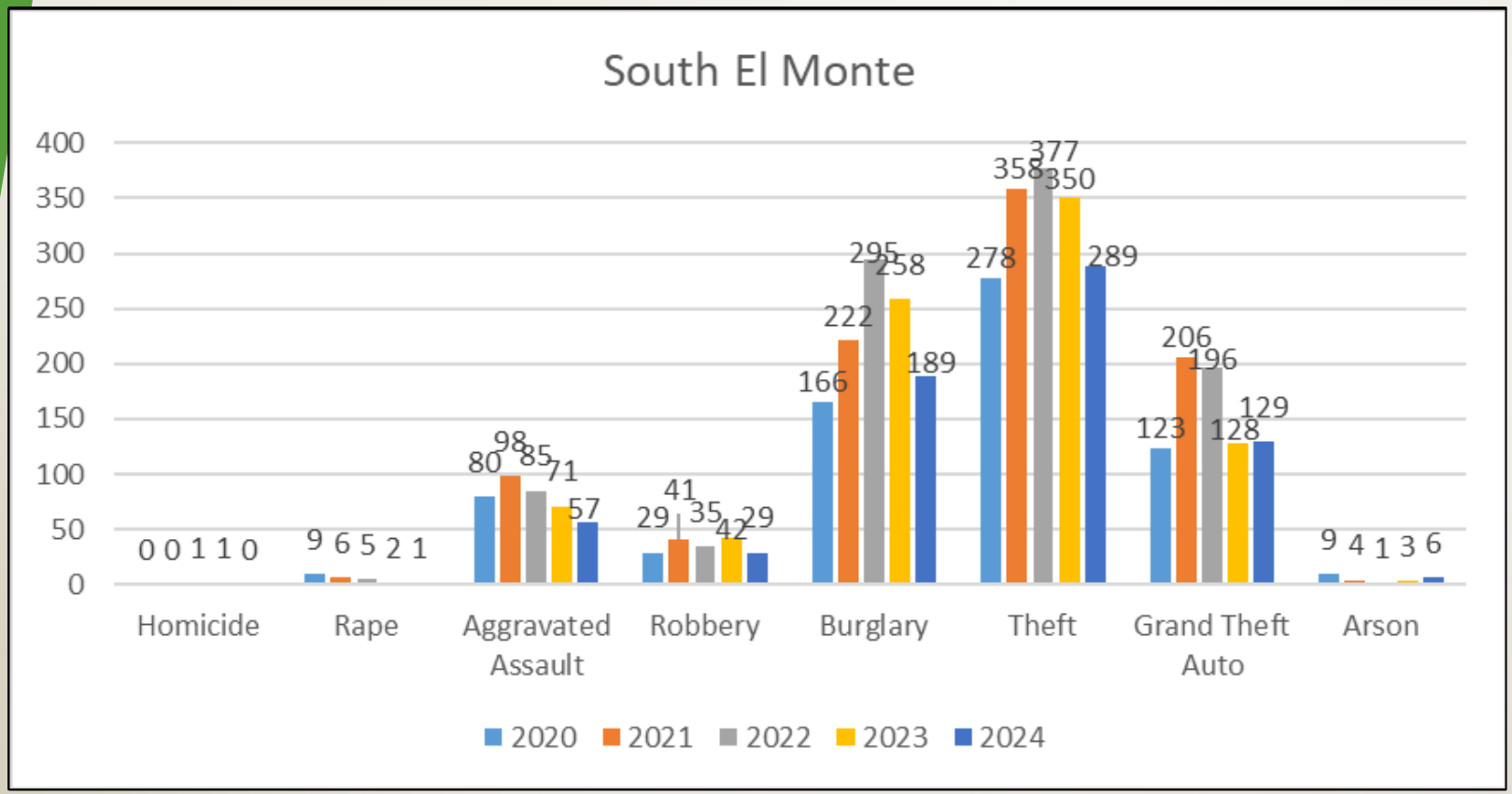

| Arrests | |
|---|---|
| 2024 | 896 |
| 2023 | 905 |

| South El Monte | YTD |
|---|---|
| Res Burg | 16 |
| Other Burg | 163 |
| Petty Theft | 79 |
| Grand Theft | 105 |
| Theft from Vehicle | 72 |

# South El Monte
# December 2024

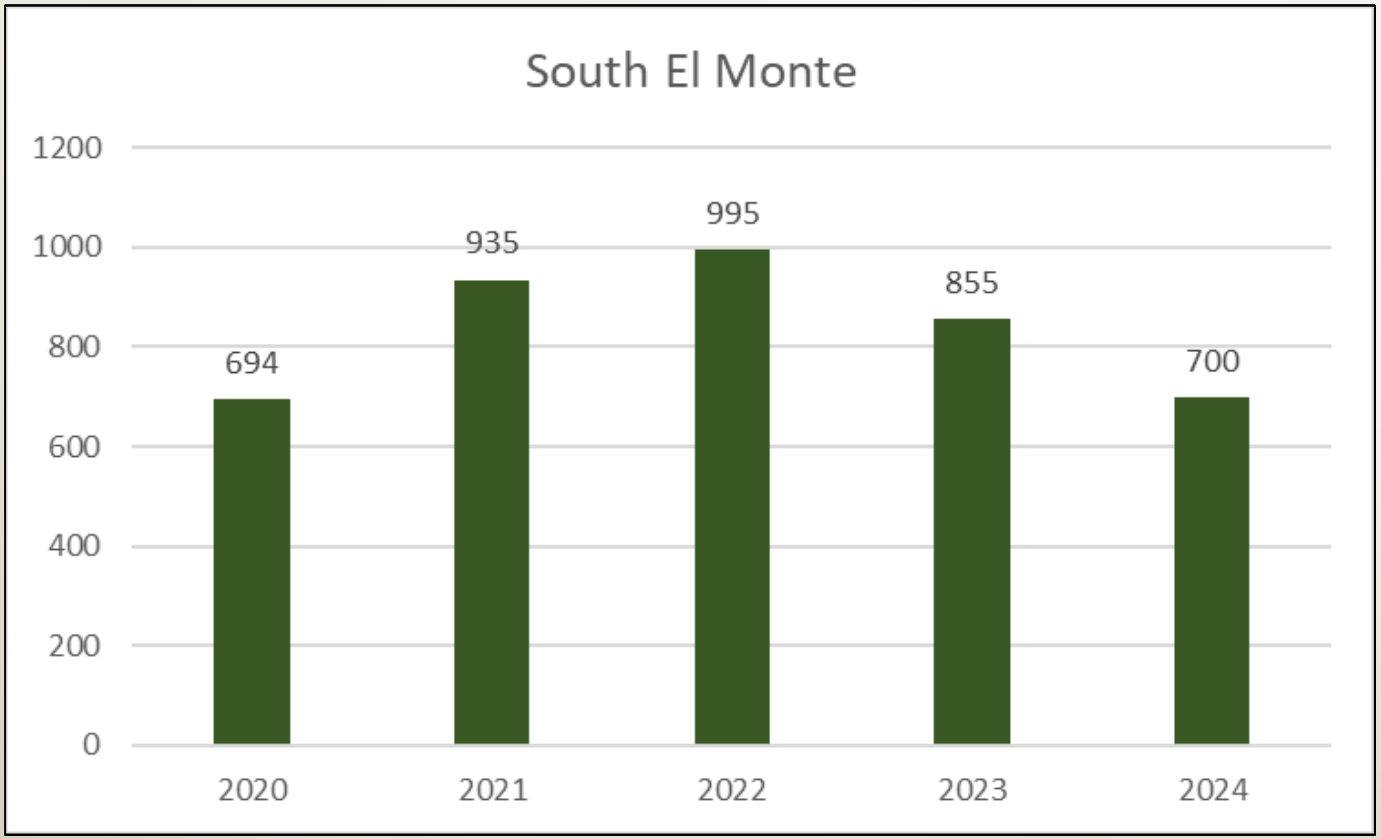
## Crime Statistics

# South El Monte
# Part I Crime Statistics – December 2020-2024 YTD



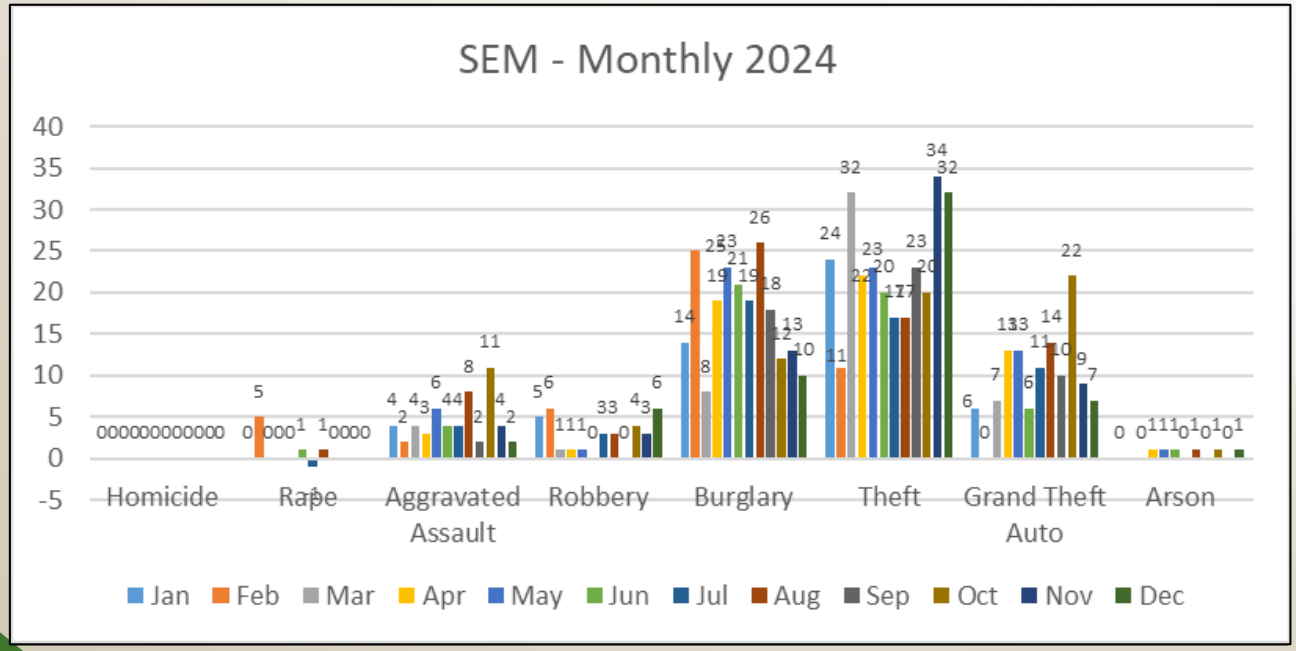

| South El Monte | 1 yr % change | 4 yr % change |
|---|---|---|
| Homicide | -100% | NC |
| Rape | -50% | -89% |
| Aggravated Assault | -20% | -29% |
| Robbery | -31% | 0% |
| Burglary | -27% | 14% |
| Theft | -17% | 4% |
| Grand Theft Auto | 1% | 5% |
| Arson | 100% | -33% |
| **Total** | -18% | 1% |

# South El Monte
# Part I Crime Statistics – December 2020-2024 YTD



# South El Monte
# Part I Crime Statistics – 2024 Monthly Breakdown & Arrests YTD

| South El Monte | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Rape | 0 | 0 | 0 | 0 | 0 | 1 | -1 | 1 | 0 | 0 | 0 | 0 | 1 |
| Aggravated Assault | 4 | 5 | 4 | 3 | 6 | 4 | 4 | 8 | 2 | 11 | 4 | 2 | 57 |
| Robbery | 5 | 2 | 1 | 1 | 1 | 0 | 3 | 3 | 0 | 4 | 3 | 6 | 29 |
| Burglary | 14 | 6 | 8 | 19 | 23 | 21 | 19 | 26 | 18 | 12 | 13 | 10 | 189 |
| Theft | 24 | 25 | 32 | 22 | 23 | 20 | 17 | 17 | 23 | 20 | 34 | 32 | 289 |
| Grand Theft Auto | 6 | 11 | 7 | 13 | 13 | 6 | 11 | 14 | 10 | 22 | 9 | 7 | 129 |
| Arson | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 6 |
| Total | 53 | 49 | 52 | 59 | 67 | 53 | 53 | 70 | 53 | 70 | 63 | 58 | 700 |




| Arrests | |
|---|---|
| 2024 | 961 |
| 2023 | 991 |

| South El Monte | YTD |
|---|---|
| Res Burg | 16 |
| Other Burg | 173 |
| Petty Theft | 92 |
| Grand Theft | 115 |
| Theft from Vehicle | 72 |

# City Council Agenda Report
**Agenda Item No. 4.d.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Rene Salas, City Manager

**SUBJECT:** Code Enforcement and Public Safety Department Report for the Months of October, November, and December 2024

---

**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. PowerPoint - October, November, December 2024

# City of South El Monte

# Public Safety Report

**October, November and December 2024 Recap**

**Joe Martinez**
**Code Enforcement / Public Safety Supervisor**

# Code Enforcement Cases

## October - 90

Building Code..... 3

Business..... 2

Cannabis.....2

Prohibited Animals.....1

Graffiti ( Private Property)..... 2

Health & Safety..... 5

Homeless ..... 16

Illegal Dumping..... 3

Parking Citations..... 3

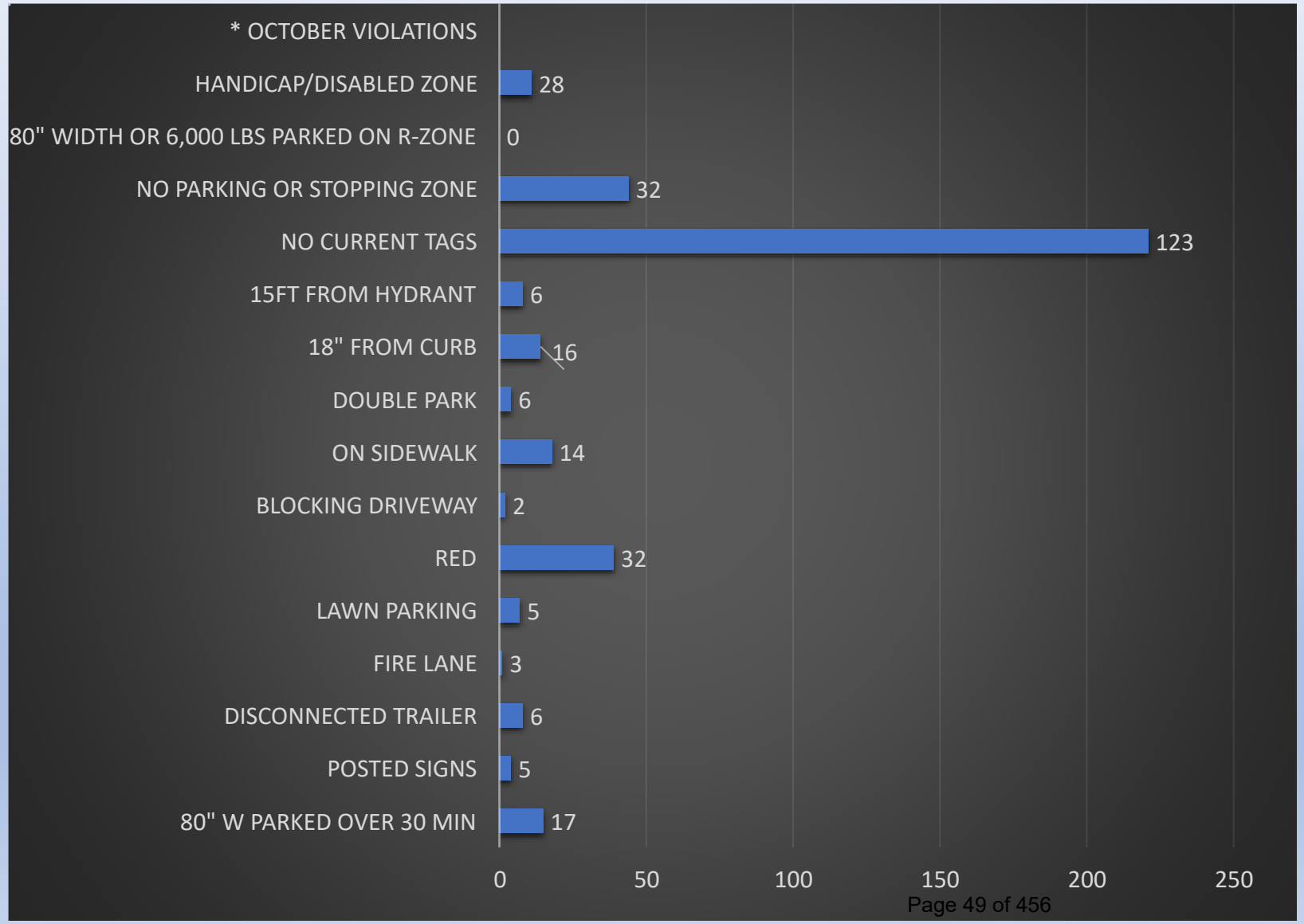
Property Maintenance..... 24

Street Vendors..... 7
Streets/Public Places..... 11
Vehicle/Traffic..... 2
Bulk..... 9

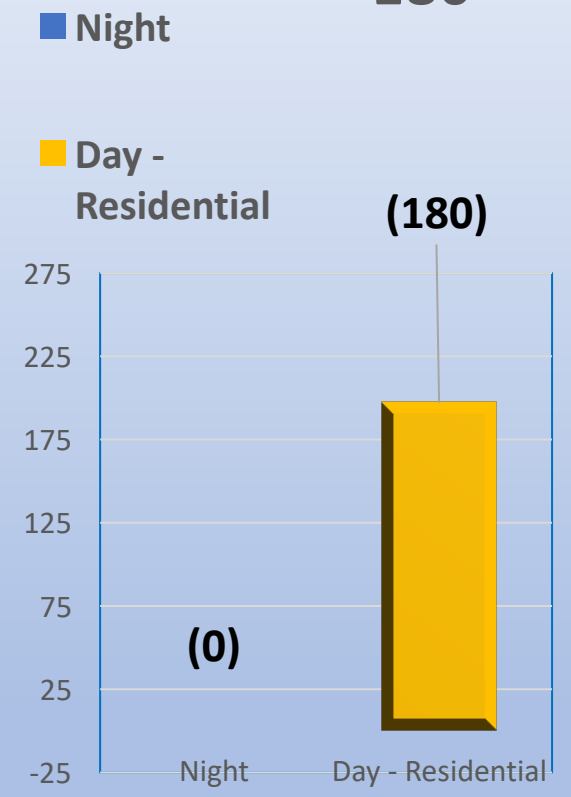
# Parking Citations

## October – 475

* Number of Citations issued differs from number of violations listed

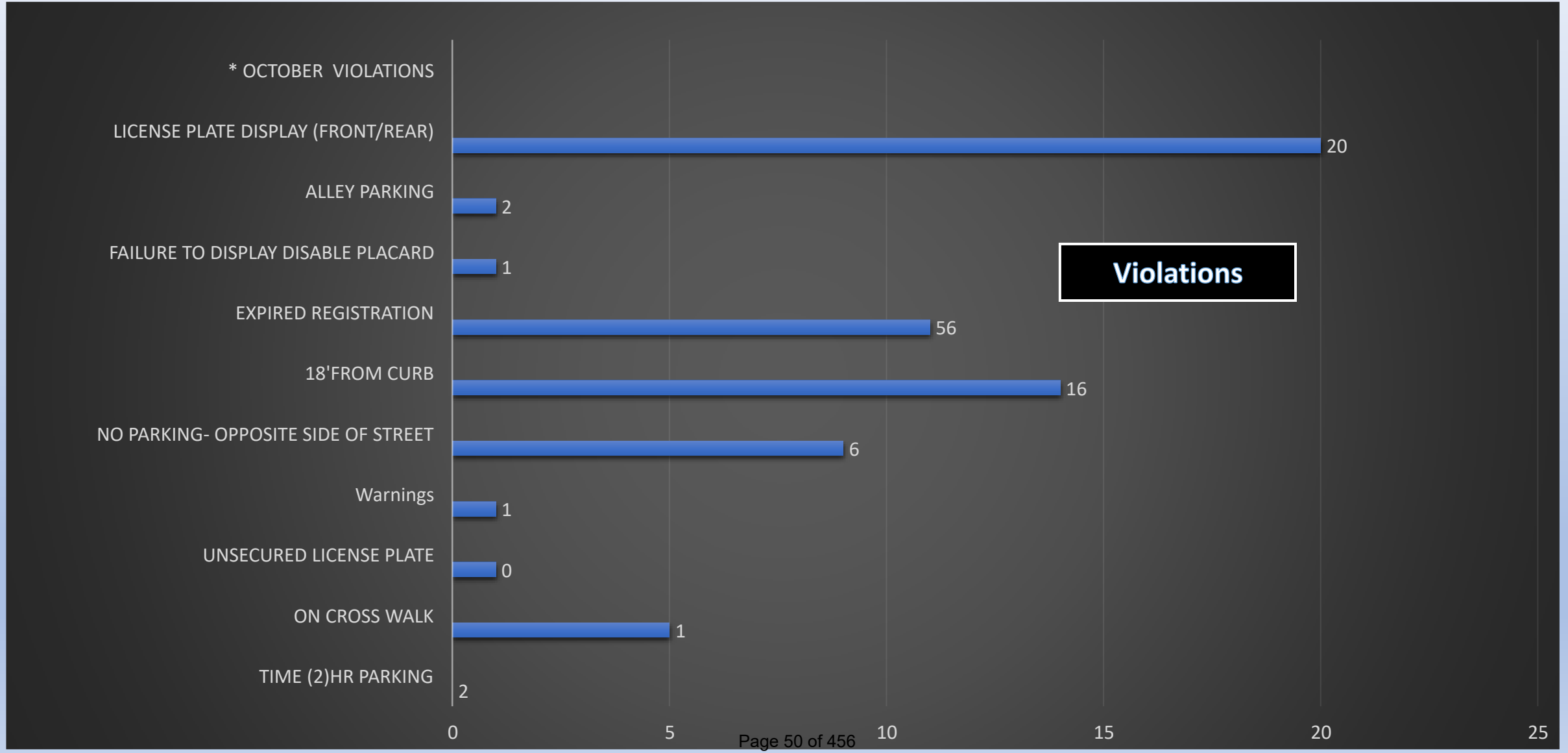



## STREET SWEEPING – 180



# Parking Citations

## October Continued -



# Code Enforcement Cases

## November - 70

Building Code…… 3

Business…….. 1

Cannabis……1

Graffiti ( Private Property)…… 2

Health & Safety…… 9

Homeless …….. 21

Illegal Dumping …….. 2

Property Maintenance…….. 14

Street Vendors…… 3

Streets/Public Places…… 4

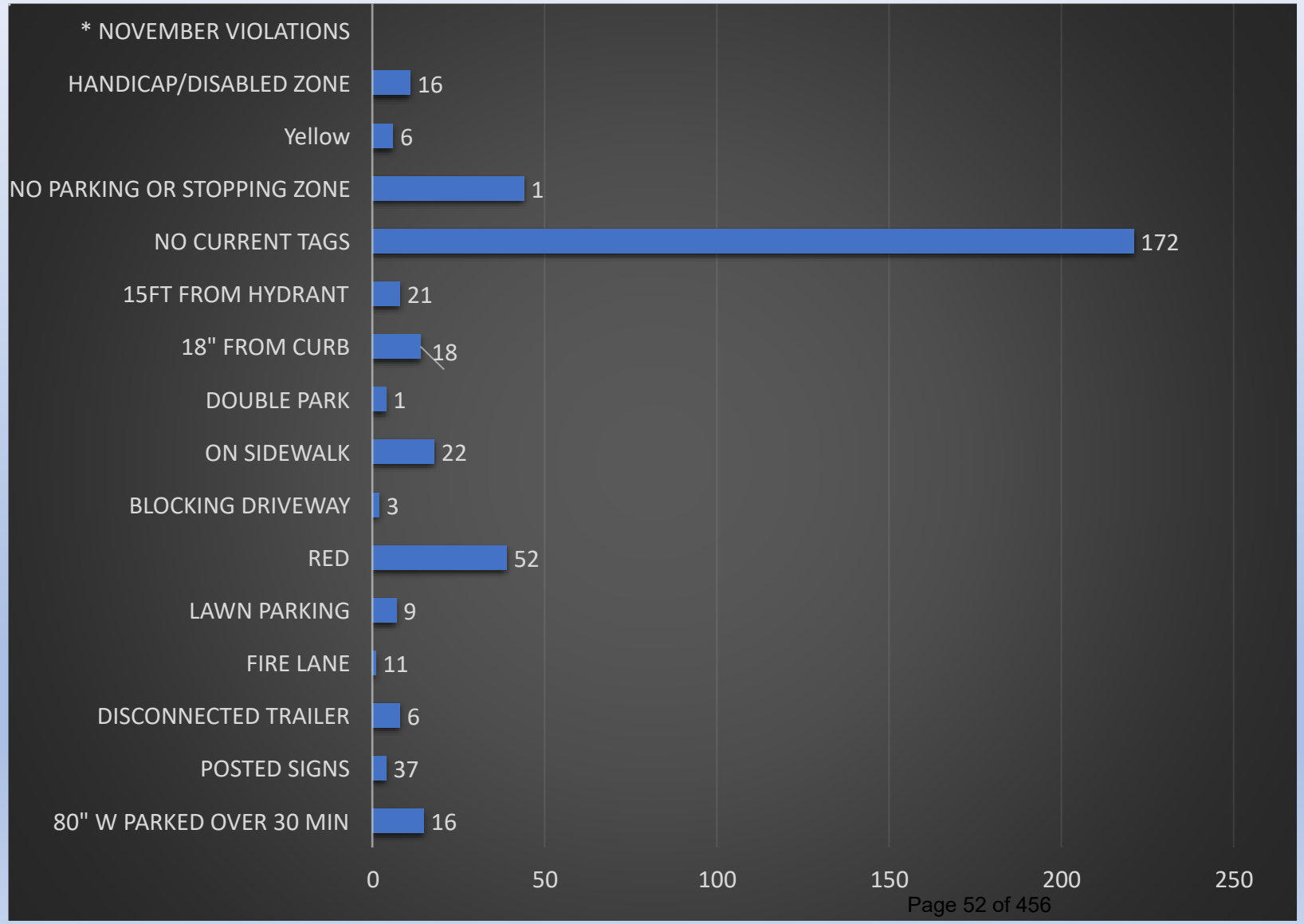
Vehicle/Traffic…….. 5

Bulk……5

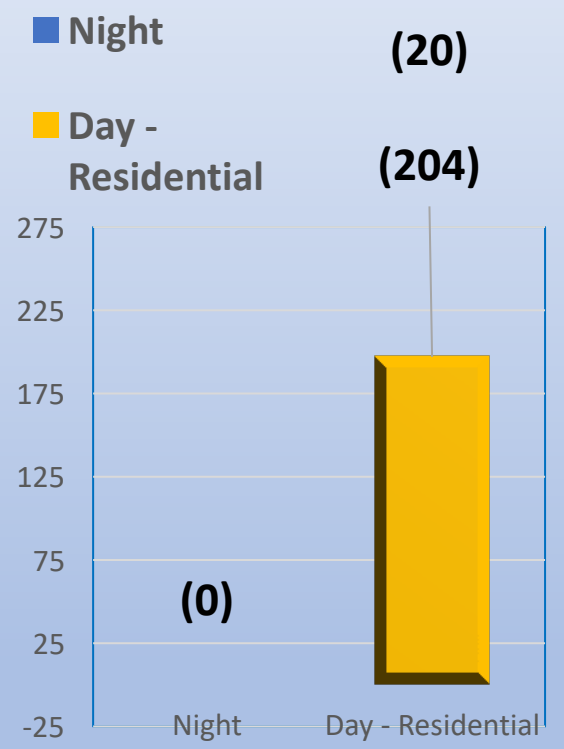
# Parking Citations

## November – 574

* Number of Citations issued differs from number of violations listed

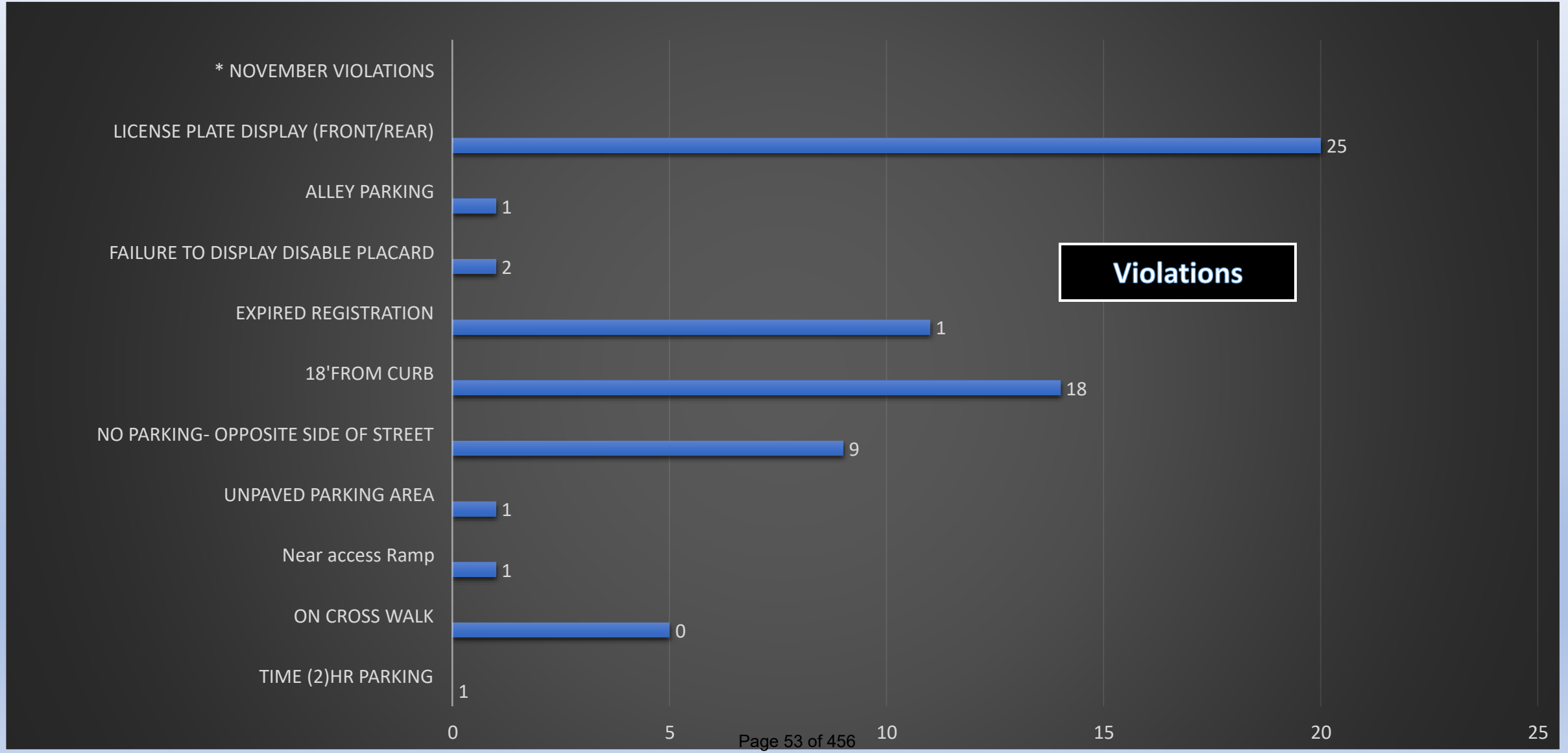



## STREET SWEEPING – 224



# Parking Citations

## November Continued -



# Code Enforcement Cases

## December - 51

Building Code..... 1

Business..... 1

Cannabis.....1

Graffiti ( Private Property)..... 2

Health & Safety..... 6

Homeless ..... 5

Illegal Dumping ..... 2

Parking Citations..... 1

Property Maintenance..... 5

Street Vendors..... 3

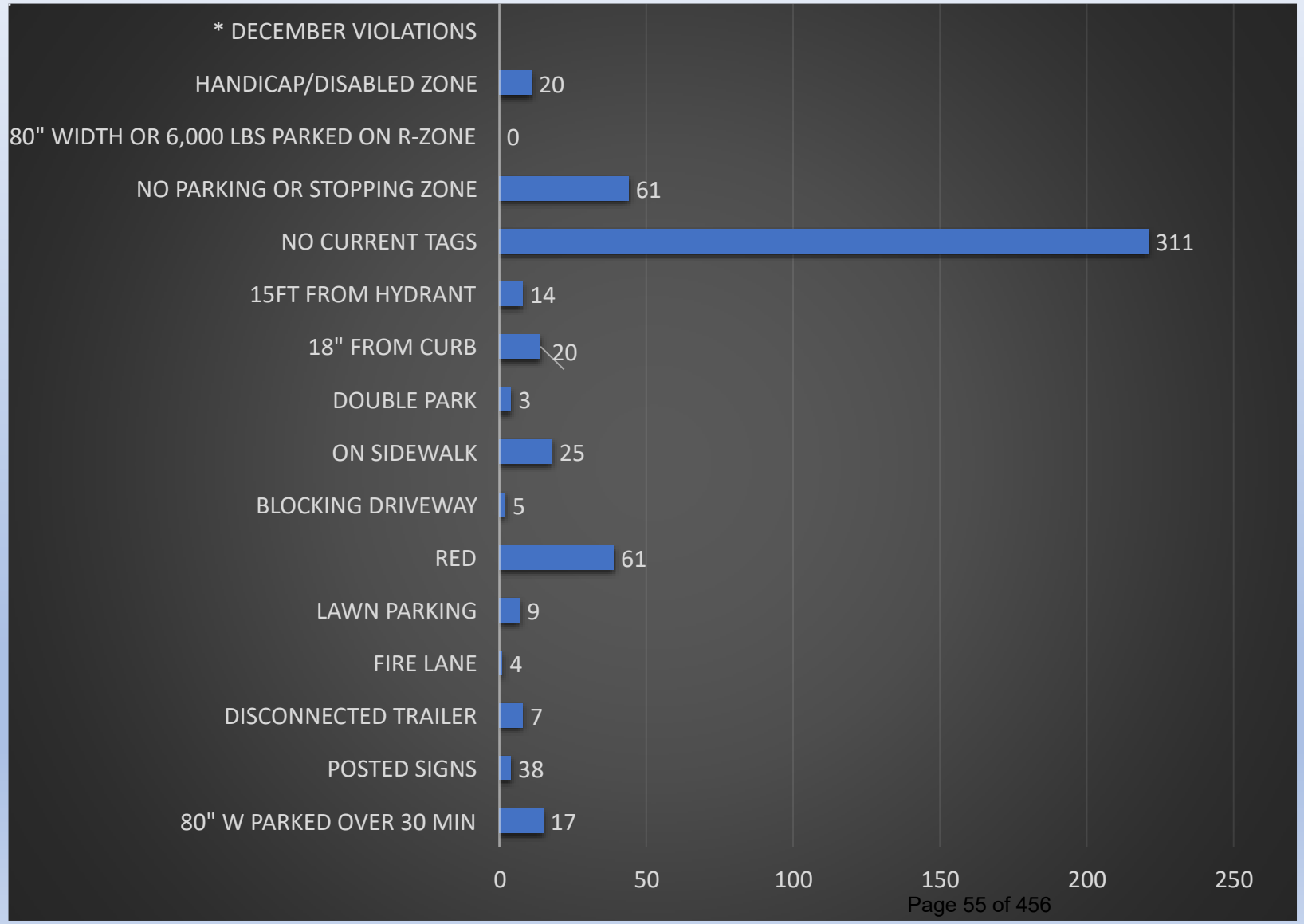
Streets/Public Places..... 4

Vehicle/Traffic..... 20

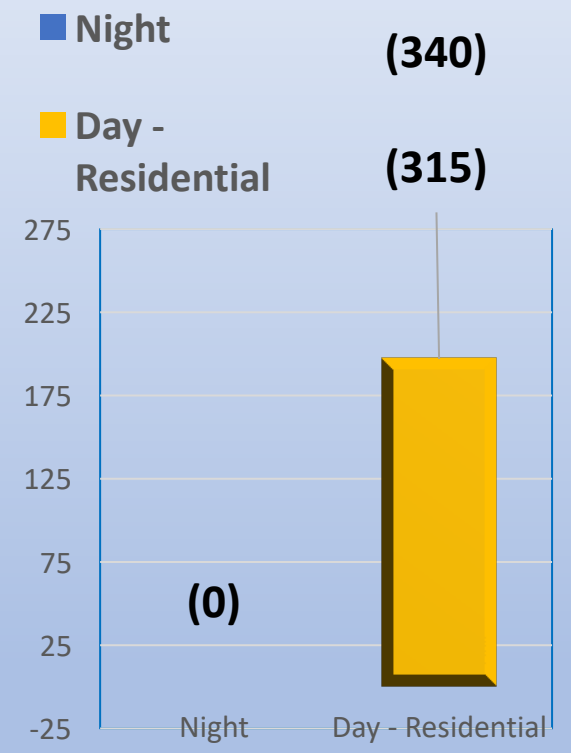
# Parking Citations

## December – 1,120

* Number of Citations issued differs from number of violations listed

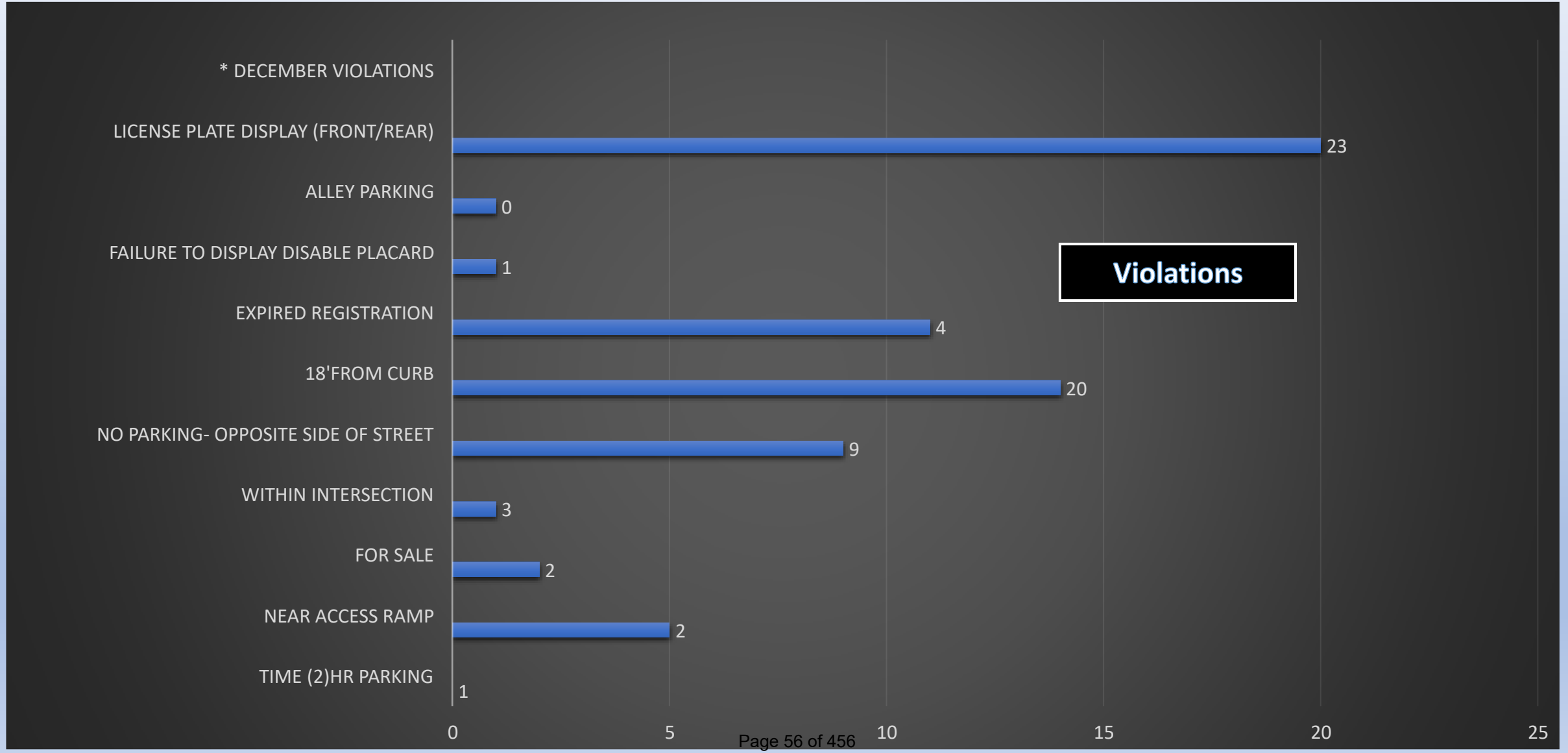



## STREET SWEEPING – 655



# Parking Citations

## December Continued -



# City Council Agenda Report
**Agenda Item No. 4.e.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** Presentation by Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce Quarter 3 and 4 Updates

---

**SUMMARY:** El Monte/South El Monte Chamber of Commerce Quarter 3 and Updates

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. SEMEM Chamber - City of South El Monte - Q 3-4 01-21 2025 Presentation Chris

# South El Monte/El Monte Chamber of Commerce

•••

## Q3-4 - 2024 Updates

**“Your Independent Business and Community Advocate”**

# Membership Statistics

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

The Chamber was established to assist its 375 members with financial, marketing and promotional matters through networking meeting, workshops and  special activities
Total membership is 375 members.

- 30 New Members
- 71 members are South El Monte businesses.
- 218 members are surrounding cities.
- 3 out of state members
- 53 members are import/export companies.

# Business Assistance

The Chamber was established to assist its 350 members with financial, marketing and promotional matters through networking meeting, workshops and  special activities.

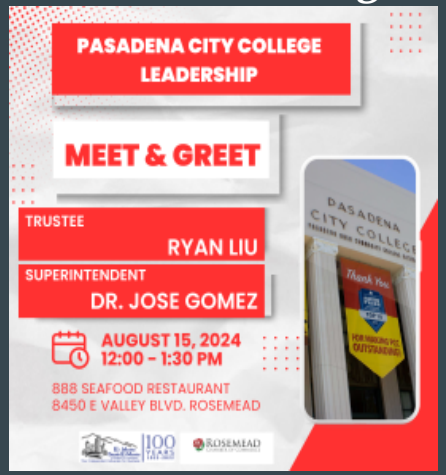
- We advocate for and support economic development and community engagement between local officials, businesses, and the community of South El Monte.
- Assist in developing programs and services that focus on the needs of local businesses to encourage innovation and growth of small and large businesses.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

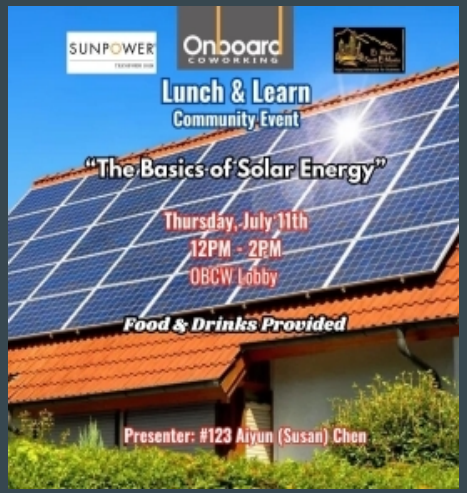
# Partner Agencies

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

# Worked Closely with Local Area Chambers, School Districts to Build Relationship

- Multi Chamber events that help our local community and businesses grow and build relationships with other local businesses in other cities.
- Building a long term business community that create bigger events that benefit all cities, colleges and chambers like ours.





# Update Business Laws and Compliances

1. Employment Laws & Updates for 2024 JacksonLewis

2. ADA Compliance
   Americans with Disabilities Act
   Store Disability Laws

3. Beneficial Ownership Information Report (BOIR) Lab
   Description: Meet the BOIR Deadline with Confidence. (Webinar)
   suribe@smallbizla.org

4. Deliver Information to businesses
   "Be Prepared for Disaster"

# Task A & F: Economic Business Development & Educational Programs

SGV Economic Partnership Internship Fair - South El Monte Chamber of Commerce State of the City Scholarships

1. SGV Economic Partnership Interns

2. South El Monte – El Monte Chamber of Commerce State of the City Scholarships

# Los Angeles Food Bank Tour - Develop and Maintain Relationship

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

# Temple Sheriff - Business Safety

TEMPLE STATION SHERIFF'S OUTREACH FOUNDATION
SERVING THE NEIGHBORHOOD COMMUNITIES

1ST ANNUAL
SPONSORSHIP AND SHERIFF'S
AWARDS GALA

WEDNESDAY, FEBRUARY 19, 2025 | 6:30 PM

DOUBLETREE BY HILTON
888 MONTEBELLO BLVD
ROSEMEAD, CA 91770

Individual Dinner Price
$150

*Sponsorship Opportunities Available*
Gold Sponsor $5,000
*includes 10 dinner seats plus recognition on program book*
Silver Sponsor $2,500
*includes 10 dinner seats plus recognition on program book*
Bronze Sponsor $1,500
*includes 5 dinner seats plus recognition on program book*
Table Sponsor $1,200
*includes 10 dinner seats plus recognition during gala*

*Deputy, Training Officer, and Dispatcher of the Year Winners will be Recognized.*

*Meet Temple Station Captain Mesa and support leaders of the Los Angeles Sheriff's Department in the San Gabriel Valley Region*

- Foster business-to-law enforcement relationship
  - Business leaders met with Temple Sheriffs to share there concerns and to learn more about law enforcement efforts
- Business Safety Education
  - Cyber-Crime
  - Phishing
  - Letter of Agency
  - ADA Awareness

# South El Monte – Business Awards & Installation

# Ribbon Cutting South El Monte

Shoe Palace

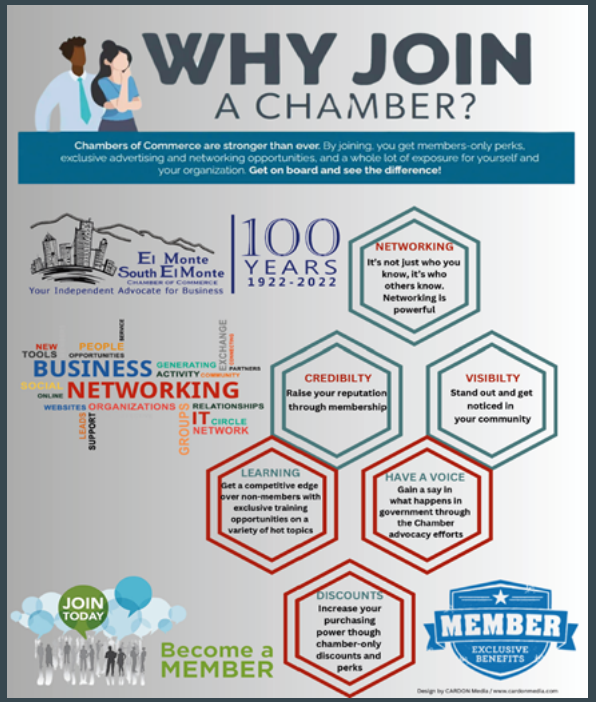
7-11 Rush  Anniversary

Marathon Batting Cages
1st Anniversary

# Business Support

- New Video Program
- E-Mail All Businesses Discounts and upcoming events
- Social Media Postings
- Monthly Digital Newsletter
- Free Monthly Business Webinars
- Multi-Chamber Events

# If The Chamber Didn't, Who Would?




**Legislative Involvement**

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

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

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

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

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

# Chamber Activities
# June 2024 - August 2024

**June:**
Business Building Brunch
Weller Meet & Greet
VACE
New Temple, Shively, Monte Vista, Miramonte, South El Monte H.S. Graduation
Monthly Learn & Lunch
(2) Multi-Chamber Mixer
Member Mtg. Company visit
Chamber Board Installation/Company Awards
SGVEParnership Internship Graduation
South El Monte Council Mtg.
SBDC Webinar
South El Monte Summer Concert & Fireworks
Planning Mtg w/Senator Rubio (WINGS)
LTC Dinner
Mtg w/ Lisa White Town Square Publications

**July:**
VACE
Monthly Learn & Lunch
SBDC mtg.
Mtg w/ American Job Center
South El Monte Planning Commission
ADA & ADP Compliance Webinar
Member Mtg.
Valle Lindo Anniversary
Mtg w/ Hacienda/La Puente Adult Ed
Sheriff's Lunch Mtg.
South El Monte Summer Concert
Judge Cardboard Game
Marathon Batting Cages, Hilda Solis Ribbon Cutting
AMRO Bar-B-Que
Golf Committee Mtg.

**August:**
Planning Mtg w/Senator Rubio (WINGS)
Member Mtg.
Pizza w/Sheriff
South El Monte National Night Out
VACE Meeting
Meeting w/President Pasadena City College
Monthly Lunch & Learn
HR Resource Conference
SEM Summer Concert
Pomona Multi-Chamber Mixer
Member Visit

# Chamber Activities
## September 2024 – October 2024

**September:**

Firefighters Night Out
VACE
Monthly Learn & Lunch
Mtg w/ Coke- Cola
South El Monte PowerPoint Presentation
Member Mtg.
Multi Chamber Mixer DoubleTree Hotel Rosemead
(2) Golf Committee Mtg
Sheriff's Foundation Lunch Mtg. Planning Mtg
South El Monte Council Mtg.
Community Lunch & Learn Event
COO Stamps
Ribbon Cutting
CTE Expo
Welbe Health Mixer
Via Verde Visit
Asian New Members Mtg.
SGVE Partnership Zoom Mtg.
(4) Planning Mtg w/Senator Rubio (WINGS)
PCC 100th Anniversary

**October:**

VACE
South El Monte Smoke Alarm Mtg. DV Awareness, Harvest Festival Pumpkin Patch
Monthly Learn & Lunch
Webinar Small Claims Preparation, Cyber Security
Member Mtg.
Sheriff's Lunch Mtg. Planning Mtg
Met w/ Town & County Chamber Directory
MegaMixer Expo Mtg.
COO Stamps
Member Mtg.
SGV Coalition of Chambers
Sheriff Luncheon
Letter of Support Southern California Edison
Chamber Golf Tournament
SGVLeg Coalition of Chambers
Shoe Palace Opening Visit
Shoe Palace, 7-11, El Monte High School Ribbon Cutting
Multi-Chamber Mixer

# Chamber Activities
# November 2024 - December 2024

**November:**

VACE Zoom Mtg
South El Monte Veteran's Day
LA Regional Food Bank Tour
Monthly Learn & Lunch
Member Mtg.
Mega-Mixer Meeting
ADA Compliance & State Disability Laws Webinar
Met w/ Town & County Chamber Directory
COO Stamps
SGV Coalition of Chambers
South El Monte State of the City
Attended Credit Union of Southern California 70th Anniversary
Employee Benefits Planning Mtg
Casino Night

**December:**

VACE Meeting COO's
Community Lunch & Learn
VACE Lunch & Learn Business Mtg. Zoom
Cal- Pers Zoom Mtg
Meeting w/ Maryvale – Warm Hearts, Winter Coats
Met w/ Mike Mahoney Town Square Publication
San Gabriel Valley Legislative Mtg. Zoom
VACE Lunch Mtg.
IKEA Multi-Chamber Mixer
Senator Rubio Luncheon
Glendora Chamber Mixer
Merry Mingle
South El Monte Swearing In
South El Monte Council Mtg./ Special Mtg
South El Monte Tree Lighting
South El Monte Toy Give Away
BOIR Webinar Meeting/Lab
(2) Temple Sheriff's Foundation Mtg.

# Events to Come

January
1-31: Warm Hearts, Winter Coat Drive

3,9,16,24: TS Sheriff Outreach Foundation

8: Zoom BOIR Mtg- SBDC

10: (2) VACE Emergency Mtg Fire Alert

13: DoubleTree Planning Mtg.

14: Council Mtg.

15: Multi-Chamber Morning Networking Mingle

22: Monthly Small Business Connects

23 SGVE Partnership City Manager Appreciation

COO's

February
4: VACE Mtg.

5: Maryvale Mixer

6: Le Meridien Pasadena-Arcadia Multi-Chamber Mixer

6, 13: TS Sheriff Outreach Foundation

19: Sheriff's Fundraiser Gala

State of the City Planning Mtg

Taste & Sounds Planning Mtg.

VACE Emergency Mtg Fire Alert

COO's

March

4: VACE Mtg.

6: Business Building Brunch - Labor Laws Updates

20: VACE Lunch & Learn Webinar

TS Sheriff Outreach Foundation

State of the City

Taste & Sounds Planning Mtg

VACE Emergency Mtg Fire Alert

COO's

# Questions & Answers

# Chamber Information & Contact

Chris Knight, Chief Executive Officer:

Chris@emsemcc.biz

South El Monte/El Monte Chamber of Commerce:

WWW.EMSEMCC.BIZ

(626) 443-0180

# City Council Agenda Report
**Agenda Item No. 4.f.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** Presentation of Certificates of Recognition to South El Monte Community Outreach volunteers for their participation at Community Events.

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None

# City Council Agenda Report
**Agenda Item No. 7.a.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2025

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**SUMMARY:** Staff is requesting approval of Minutes for the January 14, 2025, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of Minutes for the January 14, 2025, Regular City Council Meeting.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. DRAFT Reg CC Minutes 1-14-25

**CITY OF SOUTH EL MONTE**
**REGULAR CITY COUNCIL MEETING MINUTES**
Tuesday, January 14, 2025 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

## 1. ROLL CALL

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

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Anthony R. Taylor, City Attorney; Adrian Garcia, City Clerk; Masami Higa, Director of Finance; Guillermo Arreola, Director of Community Development; Ariana De La Cruz, Director of Community Services; Iyob Tessema, Director of Human Resources and Risk Management; Andres Gonzalez, Senior Public Works Analyst; and Sabrina Muhne, Deputy City Clerk

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

**2. PLEDGE OF ALLEGIANCE –** Mayor Pro Tem Bojorquez led the Pledge of Allegiance.

**3. INVOCATION –** Mr. Mark Ramos offered the invocation.

A Moment of Silence was held for lives lost in the recent wildfires.

## 4. PRESENTATIONS

**4.a.** Mayor and City Council presented Certificates of Recognition to the Winners of the LA County Library Foundation's "45th Annual Bookmark Contest."

**4.b.** Mayor and City Council presented plaque awards to the 2024 Holiday Home Decorating Contest Winners.

**4.c.** Mayor and City Council presented Years of Service Awards to City Employees.

Mayor Pro Tem Bojorquez requested to move up Correspondence Agenda Item 11.a.

Correspondence Agenda Item 11.a. was heard at this time.

## 11. CORRESPONDENCE

**CORRESPONDENCE (CONTINUED)**

**11.a. LETTER FROM THE MONTEBELLO BREWERS CORPORATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2025**

Mayor Olmos introduced the item, and Ariana De La Cruz, Director of Community Services presented a report.

Mr. Richard Angel, former councilmember, spoke on the Brewer's donations to the community and to the City, shared that the organization is dropping Montebello from the organization's name, and that Mr. Briones is a South El Monte resident.

Mr. Leo Briones, Manager of Brewers Baseball, requested the fee waivers due to their contributions to the City, that they will continue to pay for the lights, and expressed that they give priority to other city events and South El Monte groups who wish to use the fields.

Public Comment was opened at this time.

**Motion** by Councilmember Acosta, seconded by Councilmember Delgado, to approve the facility fee waiver request for the use of Shively Park and New Temple Park fields for the estimated amount of $35,425.00, and to approve the Brewers to host two baseball tournaments.

**Substitute Motion** by Mayor Pro Tem Bojorquez to deny the fee waiver, there being no second, the substitute motion failed.

**Main Motion** passed 4-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Acosta, Delgado, Rodriguez, and Mayor Olmos |
| NAYS: | Councilmember(s): | Mayor Pro Tem Bojorquez |
| ABSTAIN: | Councilmember(s): | None |

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

Councilmember Delgado requested to continue Agenda Items 9.b., 9.c., 9.d., and 9.e. to the next Regular City Council Meeting to allow current commission applicants more time to provide missing documentation, to allow more applicants to apply to the commissions. Staff was directed to extend the application deadline to Wednesday, January 22, 2025, by 5:00 p.m., and to change the commission terms from January to January.

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

**Motion** by Councilmember Delgado, seconded by Councilmember Rodriguez, to approve the agenda as amended and to continue Agenda Items 9.b. through 9.e. to the next Regular Council Meeting. Motion passed 4-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos |
| NAYS: | Councilmember(s): | Acosta |
| ABSTAIN: | Councilmember(s): | None |

**6. PUBLIC COMMENT**

Mayor Olmos opened public comment.

1. Pastor Ben Garrett expressed concern and requested clarification on Agenda Item 12.c.1.

2. Claudia Calderon, East San Gabriel Valley America's Job Centers, introduced the organization as the new contractor that took over Goodwill, and is hoping for a partnership with the City to host a job fair event.

3. Carlos Delgado, South El Monte Aviators Baseball, requested similar time availability and fee waivers that the Brewers receive for use of the fields at Shively Park or New Temple Park.

4. John Ventura, resident, spoke in support of the Brewers, and expressed concern on Agenda Items 12.c.2. and 12.c.3., and concerns on the City Attorney dismissal that occurred at the prior council meeting.

5. Leo Briones, Manager, Brewers Baseball, spoke on the organization's use of the name Brewers Baseball instead of Montebello Brewers during the past five years, and their contributions and payments to the City.

6. Ricardo Padilla, President of El Monte/South El Monte Emergency Resources Association and Board Member of El Monte Union High School District Board of Trustees, spoke on the history and background of the Emergency Resources Association.

7. Danny Olmos, resident and husband to Mayor Olmos, concurred on Mr. Ventura's comments regarding the City Attorney dismissal at the prior meeting, and expressed concerns regarding the El Monte/South El Monte Emergency Resources Association.

**PUBLIC COMMENT (CONTINUED)**

8. Eduardo Almeida Sauceda, spoke via Zoom, thanking Mr. Angel for his mentorship to children, and spoke on the topics of emergency preparedness, the recent building fire, the wildfires, parks and recreation, council unity, the Greater El Monte Hospital, and fixing the park for the Little Leaguers.

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

## 7. CONSENT CALENDAR

**Motion** by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos |
| NAYS: | Councilmember(s): | None |
| ABSTAIN: | Councilmember(s): | None |

**7.a.** Approved the Minutes for the Regular City Council Meetings of November 12, 2024, December 10, 2024, and the Special City Council Meeting of December 16, 2024.

**7.b.** Adopted Resolution No. 25-001, authorizing payment of City expenditures for the period of December 11, 2024, through January 14, 2025, totaling $2,833,987.69.

**7.c.** Directed staff to proceed with an RFP to solicit bids for City Attorney Services.

**7.d.** Adopted Resolution No. 25-002, approving First Amendment to the Contract Services Agreement with West & Associates Engineering, Inc. to provide Construction Phase Support Services for Safe Routes to School Pedestrian Safety Project in the amount of $15,000, appropriated $15,000 of Measure M Local funds to the project for the proposed additional services, and authorized City Manager or designee to negotiate and execute the agreement.

**7.e.** Adopted Resolution No. 25-003 adding Second Amendment to the current agreement with the San Gabriel Valley Council of Governments to continue to implement an edible food recovery recycling and enforcement program for designated food generators, and authorized City Manager or designee to negotiate and execute the agreement.

## 8. PUBLIC HEARINGS – None

## 9. GENERAL BUSINESS

### 9.a. SELECTION OF MAYOR PRO TEM

Mayor Olmos introduced the item.

Mayor Pro Tem Bojorquez nominated Councilmember Hector Delgado for Mayor Pro Tem.

Mayor Gloria Olmos nominated Councilmember Manuel Acosta for Mayor Pro Tem.

**Motion** by Mayor Pro Tem Bojorquez, seconded by Councilmember Rodriguez, to nominate Hector Delgado for Mayor Pro Tem. Motion passed 4-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Acosta, Delgado, Rodriguez, Mayor Pro Tem Bojorquez |
| NAYS: | Councilmember(s): | Mayor Olmos |
| ABSTAIN: | Councilmember(s): | None |

### 9.b. APPOINTMENT OF ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONERS

This item was continued.

### 9.c. APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

This item was continued.

### 9.d. APPOINTMENT OF PATRIOTIC COMMISSIONERS

This item was continued.

### 9.e. APPOINTMENT OF PLANNING COMMISSIONERS

This item was continued.

### 9.f. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES BETWEEN THE CITY AND OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

Mayor Olmos introduced the item, and Rene Salas, City Manager presented a report.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to approve the Professional Services Agreement for Interim City Attorney Services between the City of South El Monte and Olivarez Madruga Law

Organization, LLP, to continue to provide interim City Attorney Services to the City, City Council and its Boards and Commissions while the City recruits a new permanent City Attorney, and to authorize the City Manager to make nonmaterial changes and execute all implementing documents. Motion passed 4-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado |
| NAYS: | Councilmember(s): | Mayor Olmos |
| ABSTAIN: | Councilmember(s): | None |

**9.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-004, ADOPTING AN INJURY AND ILLNESS PREVENTION PROGRAM OR PLAN (“IIPP”)**

Mayor Olmos introduced the item, and Iyob Tessema, Director of Human Resources and Risk Management, presented a report.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to adopt Resolution No. 25-004, adopting an Injury and Illness Prevention Program or Plan ("IIPP"). Motion passed 5-0, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos |
| NAYS: | Councilmember(s): | None |
| ABSTAIN: | Councilmember(s): | None |

**9.h. CONSIDERATION AND APPROVAL OF RESOLUTION 25-005, ADOPTING AND APPROVING THE WORKPLACE VIOLENCE PREVENTION POLICY**

Mayor Olmos introduced the item, and Iyob Tessema, Director of Human Resources and Risk Management, presented a report.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Acosta, to adopt Resolution No. 25-005, adopting and approving the Workplace Violence Prevention Policy. Motion passed 5-0, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos |
| NAYS: | Councilmember(s): | None |
| ABSTAIN: | Councilmember(s): | None |

## 10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the Santa's Sleigh Christmas Ride-Along, the Christmas Wish Toy Giveaway, the Senior's Christmas Luncheon, and the Senior's 2025 New Year's Party.

Councilmember Bojorquez announced he attended the following: the Valle Lindo School District Swearing-In Ceremony, the Christmas Wish Toy Giveaway, the South El Monte Employee All Staff Meeting, and the Senior's 2025 New Year's Party.

Mayor Pro Tem Delgado announced he attended the following: Santa's Sleigh Christmas Ride-Along, the Christmas Wish Toy Giveaway, the El Monte-South El Monte Emergency Resources Association Christmas Food Baskets and Toy Distribution event, the Greater Los Angeles County Vector Control District Meeting, and the Valle Lindo School District Swearing-In Ceremony.

Councilmember Rodriguez announced he attended the following: the Valle Lindo School District Swearing-In Ceremony, the Santa's Sleigh Christmas Ride-Along, and the Christmas Wish Toy Giveaway.

Mayor Olmos announced she attended the following: the Santa's Sleigh Christmas Ride-Along, the committee meeting and event for the South El Monte Employee Recognition Dinner, the Tree Lighting Ceremony, the funeral of community member Michael Felix, the Christmas Wish Toy Giveaway, the South El Monte Employee All Staff Meeting, the Holiday Multi-Chamber Mixer, the Senior's Christmas Luncheon, the Senior's 2025 New Year's Party, the 3L Club Appreciation Dinner/Dance, the Los Angeles County Department of Children and Family Services Annual Toy Drive, and the VACCO holiday event.

## 11. CORRESPONDENCE

### 11.a. LETTER FROM THE MONTEBELLO BREWERS CORPORATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2025

This item was heard before Approval of the Agenda.

## 12. COUNCILMEMBERS' AGENDA

### 12.a. Mayor Gloria Olmos

Mayor Olmos summarized her items and directed staff to address the following issues.

1. For Southern California Edison to cruise and fix streetlights that are out.

**2.** Have Code Enforcement contact the owner of the Chaparrito Restaurant area to fix all burnt-out lights in the parking lot; it is extremely dark there.

**3.** Have Code Enforcement cruise the area and ensure all political signs are down.

**12.b. Councilmember Rodriguez**

**1.** Consideration of establishing a Homelessness Commission.

Councilmember Rodriguez summarized his item and explained his background working with homelessness on other commissions and in his job, clarified that the goal of establishing a homelessness commission would be to reduce the number of homeless persons within South El Monte by providing resources to those persons within the City, and that the commission would not create additional homeless services.

Councilmember Bojorquez requested clarification from the City Attorney whether a commission or a committee was a better option to serve the purpose of this recommendation.

Mayor and City Council directed staff to work with the City Attorney to investigate committees versus commissions, how other cities address homelessness programs, and to present a proposal in February.

**2.** Consideration of Implementing the Flags of Valor Memorial to City Events.

Councilmember Rodriguez summarized his item and requested that the Flags of Valor Memorial event be included as a City event rather than being a volunteer-based effort.

Councilmember Bojorquez requested creating an ad hoc committee to meet once a month, four to five months prior, so the City can prepare for the Flags of Memorial Event.

**Motion** by Councilmember Bojorquez, to establish an ad hoc committee, consisting of Councilmember Bojorquez and Mayor Olmos, with Councilmember Rodriguez attending as an advisory consultant.

Mayor and City council directed staff to bring the item back to formalize the ad hoc committee, detailing jobs and responsibilities for the event.

## 12.c. Mayor Pro Tem Delgado

**1.** Discussion/Action/Direction on considering changing city council meeting days to the first and third Tuesdays of the month.

Mayor Pro Tem Delgado summarized his item and requested consideration of changing the City Council Meeting dates due to upcoming scheduling conflicts.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to move the Regular City Council Meetings to the first and third Tuesdays of the month. Motion passed 3-1-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Bojorquez, Rodriguez, and Mayor Pro Tem Delgado |
| NAYS: | Councilmember(s): | Acosta |
| ABSTAIN: | Councilmember(s): | Mayor Olmos |

Rene Salas, City Manager, commented that staff will bring back a resolution at the meeting on January 28, 2025, with the change of dates for the City Council Meetings, Planning Commission Meetings, and Community Services Commission Meetings.

**2.** Consideration/Action on support for the El Monte/South El Monte Emergency Resources Association request for funding.

Mayor Pro Tem Delgado summarized his item and provided background information on the El Monte/South El Monte Emergency Resources Association (ERA) and the services the organization provides to the community.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to provide funding to the Emergency Resources Association in the amount of $35,000. Motion passed 3-1-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Bojorquez, Rodriguez, and Mayor Pro Tem Delgado |
| NAYS: | Councilmember(s): | Acosta |
| ABSTAIN: | Councilmember(s): | Mayor Olmos |

**3.** Consideration/Action on support for South El Monte Beat the Streets Wrestling Program request for funding.

Mayor Pro Tem Delgado summarized his item and provided background information on the Beat the Streets Wrestling Program, disclosing that he is a volunteer receiving no stipend and that his daughters are in the program.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to provide funding to the South El Monte Beat the Streets Wrestling Program in the amount of $15,000. Motion passed 4-1, by the following vote:

| | | |
|---|---|---|
| AYES: | Councilmember(s): | Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos |
| NAYS: | Councilmember(s): | Acosta |
| ABSTAIN: | Councilmember(s): | None |

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

## 13. CLOSED SESSION

At 9:05 p.m. Mayor and City Council recessed into Closed Session.

**13.a.** **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** - Title: City Manager pursuant to Government Code Section 54957(b)(1). – None

**13.b.** **CONFERENCE WITH LABOR NEGOTIATORS** - Title: City Manager pursuant to Government Code Section 54957.6(a).
Agency designated representatives: Mayor and City Council
Unrepresented Employee: City Manager

At 10:05 p.m. Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, Interim City Attorney, announced City Council discussed Items 13.a. and 13.b., no reportable action.

## 14. ADJOURNMENT

There being no further business coming before this body, at 8:05 p.m., Mayor Olmos adjourned the meeting in honor of Ralph "Ralphy" Ortiz, resident, and all the loved ones who experienced a loss in the wildfire catastrophe, to a Regular City Council Meeting on Tuesday, January 28, 2025, at 6:00 p.m.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

_____ _____

Adrian Garcia, MMC, City Clerk Gloria Olmos, Mayor



DRAFT

# City Council Agenda Report
**Agenda Item No. 7.b.**

**DATE:** January 28, 2025

**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. 25-006, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 15, 2024, THROUGH JANUARY 28, 2025

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**SUMMARY:** Authorizing payment of City expenditures for the period of January 15, 2025, through January 28, 2025, totaling $3,839,355.05.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-006, authorizing payment of City expenditures.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. Resolution No. 25-006 1.28.25
B. Expense Approval Report 01.28.25

## ATTACHMENT A

RESOLUTION NO. 25-006

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JANUARY 15, 2024, THROUGH JANUARY 28, 2025, TOTALING $3,839,355.05

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.

| | CLAIMANT | CLAIM PERIOD | WARRANT #'S | AMOUNT |
|---|---|---|---|---|
| FY 24/25 | Electronic Warrants | 1/15/24-1/28/25 | DFT0002459-2516 | $386,822.18 |
| FY 24/25 | Regular Warrants | 1/15/24-1/28/25 | 15734-15835 | $3,265,905.63 |
| Payroll | Manual Check | PPE 1/23/25 | 1999-2003 | $15,133.80 |
| Payroll | Check | PPE 1/23/25 | 2004-2007 | $4,011.39 |
| Payroll | Direct Deposit | PPE 1/23/25 | 8995-9109 | $167,482.05 |

TOTAL EXPENDITURES RESOLUTION NO. 25-006, $3,839,355.05.

**PASSED, APPROVED, AND ADOPTED** this 28th day of January 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-006, 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 28th day of January 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

South El Monte, CA

# Warrant Register

Council Meeting 01/28/25

| Account Number | Vendor Name | Payment Number | Payment Date | Description (Item) | Amount |
|---|---|---|---|---|---|
| 01.0151.1541.5215 | JATHSON RUIZ | 15734 | 01/09/2025 | 1/11/25 BBALL OFFICIAL SVCS | 175.00 |
| 01.0151.1541.5215 | JOSEPH B. CAIN | 15735 | 01/09/2025 | 1/11/25 BBALL OFFICIAL SVCS | 175.00 |
| 01.0151.1541.5215 | JOSHUA MORENO | 15736 | 01/09/2025 | 1/11/25 BBALL OFFICIAL SVCS | 105.00 |
| 01.0130.1330.5715 | T-MOBILE USA INC | 15737 | 01/09/2025 | CREDIT ADJUSTMENTS | (2,450.44) |
| 01.0130.1330.5715 | T-MOBILE USA INC | 15737 | 01/09/2025 | 11/21-12/20/24 CITY CELL PHONES | 5,588.09 |
| 01.0151.1541.5215 | YAID MORENO | 15738 | 01/09/2025 | 1/11/25 BBALL OFFICIAL SVCS | 105.00 |
| 01.0150.1530.5430 | JESSAICA SHIELDS | 15739 | 01/13/2025 | DEC'24 LINE DANCING CLASSES | 105.00 |
| 01.0160.1610.5520 | MARTINEZ PUMPING SERVICE, INC | 15740 | 01/13/2025 | RE-PIPE GAS LINE TO STOVE/ CCTR | 2,000.00 |
| 01.0160.1610.5520 | MARTINEZ PUMPING SERVICE, INC | 15740 | 01/13/2025 | RE-PIPE GAS LINE TO WATER HEATER/ CCTR | 2,450.00 |
| 68.0900.9000.5974 | COUNCIL FOR WATERSHED HEALTH | 15742 | 01/16/2025 | 7/25-10/31/24 N GRNWY DESIGN/SCWP-M#408 | 101,708.75 |
| 01.0151.1541.5215 | DUANE TAKAYAMA | 15743 | 01/16/2025 | 1/18/25 BBALL OFFICIAL SVCS | 140.00 |
| 01.0151.1541.5215 | JATHSON RUIZ | 15744 | 01/16/2025 | 1/18/25 BBALL OFFICIAL SVCS | 140.00 |
| 01.0151.1541.5215 | ROBERT MORENO | 15745 | 01/16/2025 | 1/18/25 BBALL OFFICIAL SVCS | 140.00 |
| 01.0151.1541.5215 | ROMAN GALLARDO JR. | 15746 | 01/16/2025 | 1/18/25 BBALL OFFICIAL SVCS | 140.00 |
| 01.0000.0000.2270 | STATE OF CA FRANCHISE TAX BOARD | 15747 | 01/16/2025 | A.R GARNISHMENT PPE 1/4/25 | 8.15 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | JULY'24 SNG SVCS CNRA #407 | 22,330.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | JULY'24 SNG SVCS CNRA #407 | 8,800.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | JULY'24 SNG SVCS CNRA #407 | 10,730.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | JULY'24 SNG SVCS CNRA #407 | 8,750.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | JULY'24 SNG SVCS CNRA #407 | 1,520.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 9,425.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 585.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 1,520.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 4,725.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 5,850.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 8,800.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15748 | 01/16/2025 | AUG'24 ENG SVCS CNRA #407 | 17,110.00 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 GENERAL | 3,960.97 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | DEC'24 SPECIAL PROJECTS | 1,249.20 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 LITIGATION | 4,530.20 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 PERSONNEL | 2,733.00 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 PLANNING | 4,378.00 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | DEC'24 P.W ENGINEERING | 2,220.40 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 FINANCE | 3,452.40 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 CODE ENFORCEMENT | 1,531.40 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 HOUSING | 3,330.00 |
| 01.0100.1030.5215 | ALESHIRE & WYNDER, LLP | 15749 | 01/22/2025 | NOV-DEC'24 CITY REAL PROPERTY | 3,120.00 |
| 06.0300.3010.5430 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | SILVERWARE NAPKIN BANDS/ CI NUTR PRGM | 93.53 |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | CHINESE NEW YEAR DECORATIONS | 235.74 |
| 01.0100.1050.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 193.18 |
| 01.0120.1210.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 25.45 |
| 01.0140.1430.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | DEPT SUPPLIES | 118.73 |
| 01.0100.1050.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 56.09 |

| | | | | | |
|---|---|---|---|---|---|
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | PUBLIC WORKS OFFICE SUPPLIES | 6.60 |
| 01.0150.1530.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | 2025 CALENDAR | 31.02 |
| 01.0100.1040.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | DIGITIAL STORAGE/ CITY PICTURES & VIDEO | 181.89 |
| 01.0170.1720.5520 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | YARD RESTROOM DOORS | 50.71 |
| 01.0170.1720.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | LENS CLEANER | 29.71 |
| 01.0160.1670.5520 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | TOILET PAPER DISPENSERS/ MVD | 502.04 |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | PUBLIC WORKS OFFICE SUPPLIES | 28.13 |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | SPECIAL EVENTS PLACEMATS | 391.32 |
| 01.0100.1050.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 57.34 |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | WALL CALENDAR | 14.16 |
| 01.0170.1710.5520 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | CHRISTMAS LIGHT SAFETY BOXES | 243.03 |
| 01.0150.1530.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE WALL CALENDAR | 25.47 |
| 01.0130.1310.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | 1099 FORMS | 13.12 |
| 01.0170.1710.5520 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | CHRISTMAS LIGHT BULBS | 185.15 |
| 01.0170.1020.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | PW CELL PHONE SUPPLIES | 223.11 |
| 01.0120.1210.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 16.48 |
| 01.0100.1050.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 120.42 |
| 01.0151.1546.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | CHRISTMAS WISH SUPPLIES | 143.25 |
| 01.0140.1430.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | DEPT SUPPLIES | 10.97 |
| 01.0150.1530.5952 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | CHINESE NEW YEAR DECORATIONS | 93.10 |
| 01.0150.1530.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | ITEM RETURN CREDIT | (264.59) |
| 06.0300.3020.5430 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | KITCHEN SUPP/ HOME BOUND NUTR PRGM | 92.52 |
| 01.0100.1050.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 149.70 |
| 01.0140.1430.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | DEPT SUPPLIES | 28.37 |
| 01.0130.1330.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | DESKTOP/ PSFTY CTR | 627.32 |
| 01.0150.1540.5431 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | FALL CAMP SUPPLIES | 159.72 |
| 01.0100.1050.5406 | AMAZON CAPITAL SERVICES, INC | 15750 | 01/22/2025 | OFFICE SUPPLIES | 586.92 |
| 01.0151.1541.5956 | AMERICAN SOCCER CO INC | 15752 | 01/22/2025 | YOUTH BASKETBALL UNIFORMS | 7,273.80 |
| 01.0170.1770.5525 | ANDY TRUONG | 15753 | 01/22/2025 | #11 CAR PART REPLACEMENTS | 1,824.86 |
| 01.0151.1543.5952 | ARIANA GUTIERREZ | 15754 | 01/22/2025 | BALLOON GARLAND/ LUNAR YEAR LUNCHEON | 250.00 |
| 01.0170.1770.5525 | AUTO ACCESSORIES EMERGENCY LIGHT INC | 15755 | 01/22/2025 | #39 LED INSTALLATION | 2,272.78 |
| 01.0170.1770.5525 | AUTO ACCESSORIES EMERGENCY LIGHT INC | 15755 | 01/22/2025 | #39 TINT WINDOWS | 300.00 |
| 01.0170.1020.5515 | BASE HILL, INC. | 15756 | 01/22/2025 | DEC'24 JANITORIAL SVCS | 8,085.00 |
| 02.0170.1760.5535 | BEAR ELECTRICAL SOLUTIONS, INC | 15757 | 01/22/2025 | NOV'24 TRAFFIC SIG RESPONSE | 23,102.92 |
| 02.0170.1760.5535 | BEAR ELECTRICAL SOLUTIONS, INC | 15757 | 01/22/2025 | DEC'24 TRAFFIC SIG ROUTINE | 2,225.00 |
| 02.0170.1760.5535 | BEAR ELECTRICAL SOLUTIONS, INC | 15757 | 01/22/2025 | DEC'24 TRAFFIC SIG RESPONSE | 5,330.00 |
| 01.0150.1510.5406 | BROTHERS AWARDS & TROPHIES | 15758 | 01/22/2025 | PLAQUES/ HOLIDAY DECORATING CONTEST WINNERS | 118.80 |
| 01.0100.1040.5922 | BROTHERS AWARDS & TROPHIES | 15758 | 01/22/2025 | AUG'24 PLAQUE FOR GOVERNOR OF DURANGO | 55.00 |
| 01.0140.1440.5215 | BUREAU VERITAS NORTH AMERICAN INC. | 15759 | 01/22/2025 | DEC'24 - SPECIAL PLAN CHECK SVCS | 125.00 |
| 01.0140.1440.5215 | BUREAU VERITAS NORTH AMERICAN INC. | 15759 | 01/22/2025 | DEC'24 - BLDG INSPECTOR SVCS | 5,842.20 |
| 01.0160.1620.5520 | BUTLER CHEMICALS, INC. | 15760 | 01/22/2025 | CLEANING SUPPLIES/ SCTR | 155.40 |
| 01.0170.1770.5525 | CITY OF EL MONTE-FINANCE DEPT. | 15761 | 01/22/2025 | NOV'24 CNG FUEL | 45.93 |
| 01.0160.1610.5520 | CLEANLEAF ENERGY HOLDINGS, INC | 15762 | 01/22/2025 | 1/1-12/31/25 O&M CONTRACT SVCS/ CCTR | 7,799.50 |
| 01.0160.1630.5520 | CLEANLEAF ENERGY HOLDINGS, INC | 15762 | 01/22/2025 | 1/1-12/31/25 O&M CONTRACT SCVS/ MCTR | 588.64 |
| 01.0170.1720.5520 | CLEANLEAF ENERGY HOLDINGS, INC | 15762 | 01/22/2025 | 1/1-12/31/25 O&M CONTRACT SVCS/ YARD | 2,648.04 |
| 01.0170.1710.5520 | CLEANLEAF ENERGY HOLDINGS, INC | 15762 | 01/22/2025 | 1/1-12/31/25 O&M CONTACT SVCS/ CHALL | 3,679.85 |
| 01.0170.1750.5520 | DAKOTA BACKFLOW CO. | 15763 | 01/22/2025 | 3527 SANTA ANITA BACKFLOW REPAIR | 560.00 |
| 44.0800.8015.6010 | DAVEY COACH SALES LLC | 15764 | 01/22/2025 | CLASS C-FORD E450 15 AMBULATORY | 134,263.89 |
| 01.0170.1720.5520 | DDC ELECTRIC SUPPLY, INC. | 15765 | 01/22/2025 | ELEC SUPP/ YARD | 259.83 |

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|---|---|---|---|---|---|
| 01.0170.1720.5520 | DDC ELECTRIC SUPPLY, INC. | 15765 | 01/22/2025 | ELEC REPAIRS/ YARD | 49.46 |
| 01.0160.1650.5520 | DDC ELECTRIC SUPPLY, INC. | 15765 | 01/22/2025 | ELEC REPAIRS/ NTP | 196.22 |
| 01.0130.1310.5406 | DELUXE CORPORATION | 15766 | 01/22/2025 | W-2 & 1099 FORMS | 262.21 |
| 01.0100.1050.5934 | DEPT. OF JUSTICE-ACCOUNTING OFFICE | 15767 | 01/22/2025 | SEPT'24 FINGERPRINTS | 128.00 |
| 01.0100.1050.5934 | DEPT. OF JUSTICE-ACCOUNTING OFFICE | 15767 | 01/22/2025 | NOV' 24 FINGERPRINTS | 544.00 |
| 01.0000.0000.4512 | DOLLIE MIRELES | 15768 | 01/22/2025 | YOUTH BASKETBALL LEAGUE RFND | 60.00 |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK & ICE CREAM/ CI NUTR PRGM | 497.07 |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CII NUTR PRGM | 55.23 |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CI NUTR PRGM | 238.89 |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CII NUTR PRGM | 26.54 |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CI NUTR PRGM | 205.64 |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CII NUTR PRGM | 22.84 |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CI NUTR PRGM | 241.62 |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CII NUTR PRGM | 26.84 |
| 06.0300.3010.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CI NUTR PRGM | 277.61 |
| 06.0300.3020.5430 | DRIFTWOOD DAIRY, INC | 15769 | 01/22/2025 | MILK/ CII NUTR PRGM | 30.84 |
| 44.0800.8010.5525 | DWS TIRES | 15770 | 01/22/2025 | #44 REPAIR R/R TIRE | 45.00 |
| 01.0160.1650.5520 | EL MONTE ORNAMENTAL SUPPLY, INC. | 15771 | 01/22/2025 | NTP SUPP/ REPAIR PLAYGROUND GATE | 118.52 |
| 01.0140.1430.5406 | EL MONTE PRINTING | 15772 | 01/22/2025 | C.D. BUSINESS CARDS | 49.27 |
| 01.0170.1020.5406 | EL MONTE PRINTING | 15772 | 01/22/2025 | PW BUSINESS CARDS | 44.27 |
| 01.0170.1020.5406 | EL MONTE PRINTING | 15772 | 01/22/2025 | PW BUSINESS CARDS | 44.27 |
| 01.0000.0000.4554 | EL MONTE/SOUTH EL MONTE JETS | 15773 | 01/22/2025 | EM/SEM JETS ORGANIZATION DEPOSIT RFND | 500.00 |
| 40.0900.9000.6025 | ELECNOR BELCO ELECTRIC, INC | 15774 | 01/22/2025 | SEPT'24 RETENTION RELEASE #295 | 23,520.81 |
| 01.0160.1650.5520 | EWING IRRIGATION | 15775 | 01/22/2025 | NTP MINOR FIELD IRR REPAIRS | 400.87 |
| 01.0160.1650.5520 | EWING IRRIGATION | 15775 | 01/22/2025 | NTP IRR REPAIRS | 573.80 |
| 01.0170.1770.5525 | FORD OF MONTEBELLO | 15776 | 01/22/2025 | #39 RUNNING BOARD INSTALL | 627.54 |
| 01.0170.1520.5430 | GARVEY EQUIPMENT COMPANY | 15777 | 01/22/2025 | 4 GENERATORS EMERGENCY PREP | 11,461.59 |
| 01.0170.1520.5430 | GARVEY EQUIPMENT COMPANY | 15777 | 01/22/2025 | GENERATOR OIL EMERG PREP | 304.25 |
| 68.0000.0000.2510 | GENTRY BROTHERS INC | 15778 | 01/22/2025 | DEC'24 RET/CON GRWNWY#407 | (11,077.27) |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15778 | 01/22/2025 | DEC'24 SWR-P1/CON GRWNWY#407 | 19,892.66 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15778 | 01/22/2025 | DEC'24 RMC/CON GRWNWY#407 | 40,000.00 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15778 | 01/22/2025 | DEC'24 CNRA/CON GRWNWY#407 | 159,722.59 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15778 | 01/22/2025 | DEC'24 USBR/CON GRWNWY#407 | 430.08 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15778 | 01/22/2025 | DEC'24 SCW-R/CON GRWNWY#407 | 1,500.00 |
| 68.0000.0000.2510 | GENTRY BROTHERS INC | 15779 | 01/22/2025 | NOV'24 RETENTION CON/MER GRWY#407 | (32,659.30) |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15779 | 01/22/2025 | NOV'24 RMC CON/MER GRWY#407 | 40,000.00 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15779 | 01/22/2025 | NOV'24 SCW-R CON/MER GRWY#407 | 94,056.45 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15779 | 01/22/2025 | NOV'24 SWR CON/MER GRWY#407 | 153,094.62 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15779 | 01/22/2025 | NOV'24 CNRA CON/MER GRWY#407 | 366,035.00 |
| 68.0000.0000.2510 | GENTRY BROTHERS INC | 15780 | 01/22/2025 | DEC'24 RETENTION/ST. REHAB#640 | (44,468.70) |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15780 | 01/22/2025 | DEC'24 MM/ST. REHAB#640 | 444,687.00 |
| 68.0900.9000.5968 | GENTRY BROTHERS INC | 15780 | 01/22/2025 | DEC'24 MR/ST. REHAB#640 | 444,687.00 |
| 01.0120.1210.5406 | GILBERT SANDOVAL | 15781 | 01/22/2025 | PASSPORT APPLICATION SUBMISSION REIMBURSEMENT | 176.35 |
| 01.0120.1210.5933 | GLADWELL GOVERNMENTAL SERVICES, INC | 15782 | 01/22/2025 | FY 24-25 RECORD RETENTION | 350.00 |
| 01.0100.1020.5215 | GOVERNMENT STAFFING SERVICES, INC. | 15783 | 01/22/2025 | 1/6-1/9/25 MUNI TEMP SVCS/ ADMIN ASSISTANT | 1,720.00 |
| 01.0160.1620.5520 | GRANT'S TRUE VALUE HARDWARE | 15784 | 01/22/2025 | SCREW HOOKS FOR STAGE SCTR | 46.09 |
| 01.0160.1620.5520 | GRANT'S TRUE VALUE HARDWARE | 15784 | 01/22/2025 | REPAIR CHAIRS/ SCTR | 16.81 |
| 06.0300.3010.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 12/16-12/20/24 MEALS/ CI NUTR PRGM | 6,325.00 |
| 06.0300.3020.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 12/16-12/20/24 MEALS/ CII NUTR PRGM | 562.65 |
| 06.0300.3010.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 12/23-12/27/24 MEALS/ CI NUTR PRGM | 3,277.50 |

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| 06.0300.3020.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 12/23-12/27/24 MEALS/ CII NUTR PRGM | 459.80 |
| 06.0300.3010.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 12/30/24-1/3/25 MEALS/ CI NUTR PRGM | 3,277.50 |
| 06.0300.3020.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 12/30/24-1/3/25 MEALS/ CII NUTR PRGM | 459.80 |
| 06.0300.3010.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 1/6-1/10/25 MEALS/ CI NUTR PRGM | 5,462.50 |
| 06.0300.3020.5215 | HUNTINGTON CULINARY | 15785 | 01/22/2025 | 1/6-1/10/25 MEALS/ CII NUTR PRGM | 574.75 |
| 01.0160.1610.5520 | INDUSTRIAL PIPE & STEEL | 15786 | 01/22/2025 | BENCH REPAIR CCTR | 12.99 |
| 01.0160.1610.5520 | INDUSTRIAL PIPE & STEEL | 15786 | 01/22/2025 | RESTROOM REPAIR CCTR | 34.78 |
| 01.0170.1710.5520 | INNER-COOL CORP | 15787 | 01/22/2025 | 12/11/24 PM CHALL AC | 1,016.38 |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES | 15788 | 01/22/2025 | NO PARKING SIGNS | 2,525.39 |
| 02.0170.1760.5540 | JCL TRAFFIC SERVICES | 15788 | 01/22/2025 | RED CURB PAINT | 715.07 |
| 01.0170.1710.5520 | JCL TRAFFIC SERVICES | 15788 | 01/22/2025 | COUNCIL RETIREMENT SIGN | 104.19 |
| 01.0000.0000.4554 | JULISSA CUEVAS | 15789 | 01/22/2025 | 1/12/25 MVD CR DMG DEP RFND | 50.00 |
| 40.0900.9000.5968 | KIMLEY-HORN AND ASSOCIATES, INC. | 15790 | 01/22/2025 | SEP'24 PS&E/HSIP#607 | 3,634.49 |
| 40.0900.9000.5968 | KIMLEY-HORN AND ASSOCIATES, INC. | 15790 | 01/22/2025 | NOV'24 PS&E/HSIP#607 | 4,023.82 |
| 02.0170.1760.5537 | L.A. COUNTY DEPT OF PUBLIC WORKS | 15791 | 01/22/2025 | FY 24-25 1ST QRT- COUNTY LIGHT MTNC | 46,662.62 |
| 02.0170.1760.5537 | L.A. COUNTY DEPT OF PUBLIC WORKS | 15791 | 01/22/2025 | FY 24-25 2ND QRT/ COUNTY LIGHT MTNC | 46,662.62 |
| 01.0110.1110.5635 | L.A. COUNTY SHERIFF'S DEPT. | 15792 | 01/22/2025 | NOV'24 TRAFFIC ENFORCEMENT | 2,785.59 |
| 01.0110.1110.5635 | L.A. COUNTY SHERIFF'S DEPT. | 15792 | 01/22/2025 | NOV'24 SATURATION PATROL | 16,447.80 |
| 01.0110.1110.5635 | L.A. COUNTY SHERIFF'S DEPT. | 15792 | 01/22/2025 | NOV'24 SATURATION PATROL | 6,686.49 |
| 01.0110.1110.5220 | L.A. COUNTY SHERIFF'S DEPT. | 15792 | 01/22/2025 | DEC'24 LAW ENFORCEMENT SVCS | 475,596.99 |
| 01.0110.1110.5610 | L.A. COUNTY SHERIFF'S DEPT. | 15792 | 01/22/2025 | DEC'24 LIABILITY INSURANCE | 59,449.62 |
| 01.0160.1620.5520 | LBC LIGHTING | 15793 | 01/22/2025 | RESTROOM LIGHTS SCTR | 15.32 |
| 01.0170.1720.5520 | LBC LIGHTING | 15793 | 01/22/2025 | FLOOD LIGHT FOR YARD | 57.88 |
| 01.0160.1620.5520 | LBC LIGHTING | 15793 | 01/22/2025 | CHANDELIER PROJECT SCTR | 468.38 |
| 01.0160.1640.5520 | LBC LIGHTING | 15793 | 01/22/2025 | WALL PACK FOR POOL | 127.78 |
| 01.0100.1010.5914 | LEAGUE OF CALIFORNIA CITIES | 15794 | 01/22/2025 | ANNUAL MEMBERSHIP RENEWAL 2025 | 7,997.00 |
| 01.0170.1710.5520 | LIBERTY FLAG & SPECIALTY CO. | 15795 | 01/22/2025 | USA FLAG/ CHALL | 634.95 |
| 68.0900.9000.6025 | LOC, INC | 15796 | 01/22/2025 | DEC'24 DESIGN/NTP #252 | 8,210.00 |
| 01.0100.1030.5215 | MANDELL MUNICIPAL COUNSELING | 15797 | 01/22/2025 | DEC'24 LEGAL SVCS | 429.00 |
| 01.0000.0000.4554 | MARY DOWNING | 15798 | 01/22/2025 | 1/19/25 MVD CR DMG DEP RFND | 50.00 |
| 01.0160.1660.5520 | MCMASTER-CARR SUPPLY CO. | 15799 | 01/22/2025 | GATE LOCKS/ SHIVLEY | 377.13 |
| 01.0000.0000.4554 | MELISSA PEREIDA | 15800 | 01/22/2025 | 1/5/25 MVD CR DAMAGE DEPOSIT RFND | 50.00 |
| 44.0800.8015.6010 | MODEL 1 COMMERCIAL VEHICLES, INC | 15801 | 01/22/2025 | 2023 CHRYSLER / TRANSPORTATION | 87,345.82 |
| 01.0130.1330.5215 | MODERN IT, INC | 15802 | 01/22/2025 | JAN'25 MANAGED SVCS | 13,530.00 |
| 01.0130.1330.5215 | MODERN IT, INC | 15802 | 01/22/2025 | JAN'25 OFFICE 365 | 5,792.14 |
| 01.0170.1770.5525 | MODERN TRAILER SUPPLY CO. | 15803 | 01/22/2025 | TRAILER PINS | 43.60 |
| 01.0170.1770.5525 | MODERN TRAILER SUPPLY CO. | 15803 | 01/22/2025 | NEW JACK FOR ARROW BOARD | 329.90 |
| 01.0160.1610.5406 | MRC SMART TECHNOLOGY SOLUTIONS | 15804 | 01/22/2025 | CC' XEROX PRINTER SUPPLIES | 165.36 |
| 01.0170.1770.5525 | NAPA AUTO PARTS | 15805 | 01/22/2025 | #13 RADIATOR & BATTERY | 508.21 |
| 68.0900.9000.6025 | ONYX ARCHITECTS, INC | 15806 | 01/22/2025 | DEC'24 PS&E CHALL RSTRM#252 | 1,779.00 |
| 02.0170.1760.5962 | PACIFIC PRODUCTS AND SERVICES LLC | 15807 | 01/22/2025 | RIVET REMOVER TOOL & TIP ST SIGNS | 472.97 |
| 02.0170.1760.5540 | PACIFIC PRODUCTS AND SERVICES LLC | 15807 | 01/22/2025 | SIGN SLEEVES | 2,307.56 |
| 01.0170.1760.5540 | PACIFIC PRODUCTS AND SERVICES LLC | 15807 | 01/22/2025 | CREDIT FOR SOLAR PANELS | (3,869.78) |
| 01.0170.1760.5540 | PACIFIC PRODUCTS AND SERVICES LLC | 15807 | 01/22/2025 | SOLAR PANEL HARDWARE FOR STOP SIGNS | 17,761.28 |
| 01.0000.0000.4554 | PAMELA MAGALLON | 15808 | 01/22/2025 | 1/11/25 MVD CR DAMAGE DEPOSIT RFND | 50.00 |
| 17.0900.9020.6025 | PASSIVELOGIC INC. | 15809 | 01/22/2025 | DEC'24 PJT MGMT/HVAC DOE RETAINAGE | (103.30) |
| 17.0900.9020.6025 | PASSIVELOGIC INC. | 15809 | 01/22/2025 | DEC'24 PJT MGMT/HVAC DOE | 1,033.00 |
| 01.0170.7020.5215 | PHOENIX GROUP INFORMATION SYSTEMS | 15810 | 01/22/2025 | NOV'24 - ADMIN CITE SVCS | 152.33 |
| 01.0170.1100.5215 | PHOENIX GROUP INFORMATION SYSTEMS | 15810 | 01/22/2025 | NOV'24 - PARKING CITE SVCS | 2,933.94 |
| 01.0170.1740.5435 | PREMIER JANITORIAL SERVICES | 15811 | 01/22/2025 | JANITORIAL SUPPLIES | 3,997.98 |
| 01.0100.1020.5405 | QUENCH USA, INC. | 15812 | 01/22/2025 | JAN'25 WATER FILTER/ CHALL | 133.84 |

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| 01.0160.1620.5520 | QUENCH USA, INC. | 15812 | 01/22/2025 | JAN'25 WATER FILTER/ SCTR | 57.95 |
| 01.0160.1610.5520 | QUENCH USA, INC. | 15812 | 01/22/2025 | JAN'25 WATER FLTR/CCTR | 38.59 |
| 01.0170.1020.5956 | RAY SAUCEDO | 15813 | 01/22/2025 | 2024 BOOT ALLOWANCE | 200.00 |
| 01.0170.1020.5956 | RED DOT UNIFORMS | 15814 | 01/22/2025 | UNIFORM PRINT | 16.54 |
| 44.0800.8010.5982 | REGIONAL TAP SERVICE CENTER | 15815 | 01/22/2025 | DEC'24 BUS PASSES | 80.64 |
| 15.0450.4510.6025 | RENTOKIL NORTH AMERICA, INC | 15816 | 01/22/2025 | TERMITE TREATMENT & REPAIRS | 3,150.00 |
| 41.0810.8110.6025 | RENTOKIL NORTH AMERICA, INC | 15816 | 01/22/2025 | TERMITE TREATMENT & REPAIRS | 20,000.00 |
| 68.0900.9000.5968 | SAN GABRIEL VALLEY CONSERVATIONS CORPS | 15817 | 01/22/2025 | NOV-DEC'24 RMC TREE SVCS/GRNWY#407 | 41,178.51 |
| 01.0120.1210.5919 | SAN GABRIEL VALLEY TRIBUNE | 15818 | 01/22/2025 | 1/16/25 NOTICE/ PH CUP 21-13 | 294.57 |
| 01.0120.1210.5919 | SAN GABRIEL VALLEY TRIBUNE | 15818 | 01/22/2025 | 1/17/25 NOTICE/ RFP CITY ATTORNEY SERVICES | 301.70 |
| 01.0151.1543.5952 | SESAC RIGHTS MANAGEMENT INC | 15819 | 01/22/2025 | 1/1-12/31/25 MUSIC LICENSING/ SPECIAL EVENTS | 610.00 |
| 01.0160.1650.5520 | SOUTHEAST CONSTRUCTION PRODUCTS,INC | 15820 | 01/22/2025 | SLEDGE HAMMER FOR NTP | 28.28 |
| 70.0900.9020.5215 | STATE WATER RESOURCES CONTROL BOARD | 15821 | 01/22/2025 | 1/1-12/31/25 - ANNUAL WASTE DISCHARGE FEE | 835.00 |
| 01.0170.1770.5525 | STOTZ EQUIPMENT | 15822 | 01/22/2025 | GATOR REPAIR | 2,538.60 |
| 01.0151.1543.5430 | SUNBELT RENTALS, INC. | 15823 | 01/22/2025 | RENTAL FOR SANTA SLEIGH | 724.82 |
| 01.0151.1543.5430 | SUNBELT RENTALS, INC. | 15823 | 01/22/2025 | RENTAL FOR SANTA SLEIGH | 1,280.59 |
| 01.0151.1543.5430 | SUNBELT RENTALS, INC. | 15823 | 01/22/2025 | SANTA SLEIGH RIDE EQUIP RENTAL | 148.94 |
| 01.0151.1543.5430 | SUNBELT RENTALS, INC. | 15823 | 01/22/2025 | RENTAL FOR SANTA SLEIGH | 520.71 |
| 01.0170.1100.5215 | SUPERIOR COURT OF CA, COUNTY OF LA | 15824 | 01/22/2025 | NOV'24 - CITATION REVENUE | 5,885.00 |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS | 15825 | 01/22/2025 | FOOD ITEMS/ CI NUTRITION PRGM | 37.68 |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS | 15825 | 01/22/2025 | FOOD ITEMS/ CII NUTRITION PRGM | 4.18 |
| 06.0300.3010.5430 | SUPERIOR WAREHOUSE GROCERS | 15825 | 01/22/2025 | FOOD ITEMS/ CI NUTRITION PRGM | 21.55 |
| 06.0300.3020.5430 | SUPERIOR WAREHOUSE GROCERS | 15825 | 01/22/2025 | FOOD ITEMS/ CII NUTRITION PRGM | 2.39 |
| 01.0150.1540.5431 | SUPERIOR WAREHOUSE GROCERS | 15825 | 01/22/2025 | PROGRAM SUPPLIES | 9.22 |
| 01.0170.1770.5525 | SUPERKLEEN CARWASH, INC. | 15826 | 01/22/2025 | 11/4/24-1/6/25 CAR WASH | 211.92 |
| 44.0800.8010.5525 | SUPERKLEEN CARWASH, INC. | 15826 | 01/22/2025 | 11/4/24-1/6/25 CAR WASH | 132.98 |
| 44.0800.8010.5525 | THE SMOG SPOT | 15827 | 01/22/2025 | #6 SMOG CHECK | 40.00 |
| 44.0800.8010.5525 | THE SMOG SPOT | 15827 | 01/22/2025 | #26 SMOG CHECK | 40.00 |
| 01.0170.1770.5525 | THE SMOG SPOT | 15827 | 01/22/2025 | #23 SMOG CHECK | 40.00 |
| 01.0170.1770.5525 | THE SMOG SPOT | 15827 | 01/22/2025 | #21 SMOG CHECK | 40.00 |
| 01.0100.1020.5215 | TOWNSEND PUBLIC AFFAIRS | 15828 | 01/22/2025 | JAN'25 CONSULTING SERVICES | 6,750.00 |
| 01.0140.1440.5215 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | SEPT'24 - BLDG PLAN CHECK SVCS | 16,060.09 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 SCW/R CON MGMT/GRNWY#407 | 11,900.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 CNRA CON MGMT/GRNWY#407 | 10,005.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 CNRA CON MGMT/GRNWY#407 | 9,200.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 SCW/R CON MGMT/GRNWY#407 | 3,900.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 CNRA CON MGMT/GRNWY#407 | 1,520.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 SCW/M CON MGMT/GRNWY#407 | 390.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 SCW/R CON MGMT/GRNWY#407 | 12,760.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 SB1-PJT ADM & MGMT/INSP #640 | 39,102.50 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | OCT'24 ENG SVCS #110 | 370.00 |
| 01.0140.1440.5215 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 - BLDG PLAN CHECK SVCS | 9,593.42 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 CNRA ENG SVCS#407 | 1,840.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 CNRA ENG SVCS#407 | 7,200.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 SCW-R ENG SVCS#407 | 8,400.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 SWR/P1 ENG SVCS#407 | 1,950.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 SCW-M ENG SVCS#407 | 195.00 |
| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 CNRA ENG SVCS#407 | 8,555.00 |

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| 68.0900.9000.5968 | TRANSTECH ENGINEERING, INC. | 15829 | 01/22/2025 | NOV'24 SCW-R ENG SVCS#407 | 15,225.00 |
| 44.0800.8010.5525 | TRUE AUTO WERX | 15830 | 01/22/2025 | #44 WINDOW TINT | 160.00 |
| 01.0170.1770.5525 | TRUE AUTO WERX | 15830 | 01/22/2025 | #40 WINDOW TINT | 160.00 |
| 01.0140.1440.5215 | TYLER TECHNOLOGIES, INC | 15831 | 01/22/2025 | DEC'24 BLDG CONFIGURATION TNG | 1,522.50 |
| 01.0160.1650.5520 | ULINE | 15832 | 01/22/2025 | NTP RESTROOM SAFETY SUPP | 2,743.76 |
| 01.0170.1740.5435 | ULINE | 15832 | 01/22/2025 | FACE WIPES | 46.25 |
| 01.0170.1740.5962 | ULINE | 15832 | 01/22/2025 | BATTERY PALLET JACK | 3,064.51 |
| 01.0170.1760.5962 | ULINE | 15832 | 01/22/2025 | SAFETY LADDER/ STREETS DEPT | 1,230.42 |
| 01.0160.1610.5406 | UNISHIELD | 15833 | 01/22/2025 | FIRST-AID-CCTR | 636.80 |
| 01.0170.1720.5406 | UNISHIELD | 15833 | 01/22/2025 | FIRST-AID YARD | 561.67 |
| 01.0170.1710.5520 | UNISHIELD | 15833 | 01/22/2025 | PSO FIRST AID SUPP | 220.77 |
| 01.0170.1710.5406 | UNISHIELD | 15833 | 01/22/2025 | FIRST AID CHALL | 214.43 |
| 01.0160.1610.5406 | UNISHIELD | 15833 | 01/22/2025 | FIRST AID SUPP CCTR | 245.96 |
| 01.0160.1610.5520 | UNISHIELD | 15833 | 01/22/2025 | ICE PACKS/ CCTR | 119.95 |
| 01.0170.1750.5520 | WHITTIER FERTILIZER | 15834 | 01/22/2025 | RED CHIPS FOR FIRESTATION MEMORIAL | 374.85 |
| 01.0150.1530.5952 | WINNER INTERNATIONAL INC. | 15835 | 01/22/2025 | HELIUM REFILLS & BALLOONS/ SPECIAL EVENTS | 392.43 |
| 01.0150.1530.5952 | WINNER INTERNATIONAL INC. | 15835 | 01/22/2025 | NEW YEAR POPPERS | 16.49 |
| 01.0000.0000.2225 | AFLAC WORLDWIDE HEADQUARTERS | DFT0002459 | 01/08/2025 | DEC'24 INSURANCE | 994.56 |
| 01.0000.0000.2250 | CALPERS | DFT0002460 | 01/07/2025 | JAN'25 ACTIVE EMPLOYEE | 109,500.62 |
| 01.0100.1050.5941 | CALPERS | DFT0002460 | 01/07/2025 | JAN'25 ADMIN FEE/ RETIRED | 22.86 |
| 01.0100.1050.5941 | CALPERS | DFT0002460 | 01/07/2025 | JAN'25 ADMIN FEE/ ACTIVE | 262.80 |
| 01.0100.1050.5945 | CALPERS | DFT0002460 | 01/07/2025 | JAN'25 EMPLOYER SHARE/ RETIRED | 1,422.00 |
| 01.0100.1050.5947 | CALPERS RETIREMENT | DFT0002461 | 01/08/2025 | 2025 REPLACEMENT BENEFIT CONT. | 708.12 |
| 01.0100.1050.5947 | CALPERS RETIREMENT | DFT0002461 | 01/08/2025 | 2025 REPLACEMENT BENEFIT CONT. | 7,068.36 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002462 | 12/24/2024 | RATE PLAN 27216 | 584.64 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002463 | 12/27/2024 | RATE PLAN 23047 | 3,351.54 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002463 | 12/27/2024 | RATE PLAN 685 | 9,640.52 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002463 | 12/27/2024 | RATE PLAN 27216 | 20,828.66 |
| 01.0000.0000.2260 | DELTA DENTAL OF CALIFORNIA | DFT0002464 | 01/08/2025 | JAN'25 DENTAL INSURANCE | 7,647.80 |
| 01.0000.0000.2205 | DEPARTMENT OF THE TREASURY | DFT0002465 | 12/26/2024 | PPE 12/21/24 FEDERAL | 22,777.02 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY | DFT0002465 | 12/26/2024 | PPE 12/21/24 MEDICARE | 7,588.67 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY | DFT0002465 | 12/26/2024 | PPE 12/21/24 FICA | 30,321.98 |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002466 | 12/26/2024 | PPE 12/21/24 TNG WTHD'G | 10.56 |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002466 | 12/26/2024 | PPE 12/21/24 UI TAX WTHD'G | 211.13 |
| 01.0000.0000.2210 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002466 | 12/26/2024 | PPE 12/21/24 STATE WTHD'G | 8,578.07 |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC | DFT0002467 | 12/27/2024 | PPE 12/21/24 EMPLOYEE BEFORE TAX | 2,290.00 |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC | DFT0002467 | 12/27/2024 | PPE 12/21/24 EMPLOYER MATCH | 4,291.25 |
| 01.0000.0000.2235 | EMPOWER RETIREMENT, LLC | DFT0002467 | 12/27/2024 | PPE 12/21/24 EMPLOYEE ROTH CONTRIBUTION | 508.33 |
| 01.0000.0000.2355 | EMPOWER RETIREMENT, LLC | DFT0002467 | 12/27/2024 | PPE 12/21/24 EMPLOYEE LOAN REPYMENT | 1,559.44 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002468 | 12/24/2024 | CASE 0980438 | 150.00 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002468 | 12/24/2024 | CASE 200000002135289 | 780.50 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002468 | 12/24/2024 | CASE 1457313 | 402.50 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002468 | 12/24/2024 | CASE 200000002163990 | 359.00 |
| 01.0000.0000.2255 | VISION SERVICE PLAN | DFT0002469 | 01/07/2025 | JAN'25 VISION INSURANCE | 1,002.20 |
| 01.0000.0000.2224 | WASHINGTON NATIONAL INSURANCE CO | DFT0002470 | 01/08/2025 | DEC'24 SUPPLEMENTAL LIFE INSURANCE | 2,148.80 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002472 | 01/03/2025 | 11/13-12/16/24 1819 N MERCED AVE | 223.08 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002473 | 12/31/2024 | 11/8-12/11/24 1926 DURFEE AVE | 296.29 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002474 | 01/03/2025 | 11/13-12/16/24 1824 CENTRAL AVE | 803.01 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002475 | 01/03/2025 | 11/13-12/16/24 1500 N CENTRAL AVE | 2,246.08 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002476 | 01/03/2025 | 11/13-12/16/24 MERCED N/W SANTA ANITA | 67.05 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002477 | 01/06/2025 | 11/18-12/18/24 2620 ROSEMEAD BLVD | 142.21 |

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| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002478 | 01/03/2025 | 11/13-12/16/24 N/E MERCED SANTA ANITA | 158.73 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002479 | 12/31/2024 | 11/8-12/11/24 2018 DURFEE AVE | 263.25 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002480 | 12/27/2024 | 11/7-12/10/24 THIENES/ PARKWAY | 26.82 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002481 | 12/31/2024 | 11/8-12/11/24 1903 DURFEE AVE | 142.21 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002482 | 12/27/2024 | 11/7-12/10/24 1660 DURFEE AVE | 142.21 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002483 | 01/03/2025 | 11/13-12/16/24 2000 SANTA ANITA AVE | 68.87 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002484 | 01/06/2025 | 11/18-12/18/24 2464 ROSEMEAD BLVD | 312.96 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002485 | 12/27/2024 | 11/7-12/10/24 1710 DURFEE AVE | 241.22 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002486 | 01/03/2025 | 11/12-12/12/24 1450 LIDCOMBE | 230.20 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002487 | 01/03/2025 | 11/13-12/16/24 2022 N CENTRAL AVE | 129.46 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002488 | 01/03/2025 | 11/13-12/16/24 1415 SANTA ANITA AVE | 411.96 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002489 | 12/27/2024 | 11/7-12/10/24 1109 PECK RD | 230.20 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002490 | 12/27/2024 | 11/7-12/10/24 1222 PECK RD | 373.41 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002491 | 01/03/2025 | 11/13-12/16/24 1652 TYLER AVE | 169.74 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002492 | 01/03/2025 | 11/13-12/16/24 1900 CENTRAL AVE | 179.02 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002493 | 01/03/2025 | 11/13-12/16/24 1819 N CENTRAL AVE | 351.37 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002494 | 01/03/2025 | 11/13-12/16/24 10452 RUSH ST | 90.89 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002495 | 01/03/2025 | 11/13-12/16/24 N LERMA/ MILLET | 263.25 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002496 | 12/27/2024 | 11/7-12/10/24 FARNDON PECK | 79.89 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002497 | 01/03/2025 | 11/13-12/16/24 1707 N MERCED AVE | 24.85 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002498 | 01/03/2025 | 11/12-12/12/24 1675 DURFEE AVE | 241.35 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002499 | 01/03/2025 | 11/13-12/16/24 1556 CENTRAL AVE | 500.08 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002500 | 01/03/2025 | 11/13-12/16/24 1530 CENTRAL AVE | 312.82 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002501 | 12/27/2024 | 11/7-12/10/24 1502 PECK RD | 235.71 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002502 | 12/27/2024 | 11/7-12/10/24 1508 PECK RD | 318.33 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002503 | 12/31/2024 | 11/8-12/11/24 11016 GOMEZ PALACIO DR | 24.85 |
| 01.0170.1730.5720 | SAN GABRIEL VALLEY WATER | DFT0002504 | 12/27/2024 | 11/7-12/10/24 1628 DURFEE AVE | 312.82 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002505 | 01/09/2025 | RATE PLAN 27216 | 21,448.50 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002505 | 01/09/2025 | RATE PLAN 23047 | 3,283.06 |
| 01.0000.0000.2020 | CALPERS RETIREMENT | DFT0002505 | 01/09/2025 | RATE PLAN 685 | 9,473.27 |
| 01.0000.0000.2205 | DEPARTMENT OF THE TREASURY | DFT0002506 | 01/10/2025 | 4TH QTR 2024/ FEDERAL | 287.47 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY | DFT0002506 | 01/10/2025 | 4TH QTR 2024/ FEDERAL | 664.58 |
| 01.0000.0000.2205 | DEPARTMENT OF THE TREASURY | DFT0002507 | 01/10/2025 | PPE 1/4/25 FEDERAL | 22,981.21 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY | DFT0002507 | 01/10/2025 | PPE 1/4/25 FICA | 32,101.04 |
| 01.0000.0000.2215 | DEPARTMENT OF THE TREASURY | DFT0002507 | 01/10/2025 | PPE 1/4/25 MEDICARE | 7,507.52 |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002508 | 01/13/2025 | PPE 1/4/25 TNG WTHD'G | 239.36 |
| 01.0000.0000.2030 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002508 | 01/13/2025 | PPE 1/4/25 UI TAX WTHD'G | 4,787.42 |
| 01.0000.0000.2210 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002508 | 01/13/2025 | PPE 1/4/25 STATE WTHD'G | 8,779.59 |
| 01.0000.0000.2210 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002509 | 01/09/2025 | 4TH QTR STATE WTHD'G | 52.88 |
| 01.0130.1310.5406 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002509 | 01/09/2025 | 4TH QTR UI TAX WTHD'G | 0.01 |
| 01.0130.1310.5406 | EMPLOYMENT DEVELOPMENT DEPT. | DFT0002509 | 01/09/2025 | 4TH QTR TNG WTHD'G | 0.05 |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC | DFT0002510 | 01/13/2025 | PPE 1/4/25 EMPLOYER MATCH | 4,291.25 |
| 01.0000.0000.2230 | EMPOWER RETIREMENT, LLC | DFT0002510 | 01/13/2025 | PPE 1/4/25 EMPLOYEE BEFORE TAX | 2,415.00 |
| 01.0000.0000.2235 | EMPOWER RETIREMENT, LLC | DFT0002510 | 01/13/2025 | PPE 1/4/25 EMPLOYEE ROTH CONTRIBUTION | 1,016.66 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002511 | 01/10/2025 | CASE 200000002163990 | 359.00 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002511 | 01/10/2025 | CASE 1457313 | 402.50 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002511 | 01/10/2025 | CASE 200000002135289 | 780.50 |
| 01.0000.0000.2270 | EXPERT PAY - STATE DISBURSEMENT UNIT | DFT0002511 | 01/10/2025 | CASE 0980438 | 150.00 |
| 01.0151.1543.5430 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES/ TURKEY DASH | 62.74 |
| 01.0151.1543.5430 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERS FOR VETERANS DAY EVENT | 131.86 |
| 01.0151.1543.5430 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES FOR VETERNS DAY EVENT | 415.20 |

| | | | | | |
|---|---|---|---|---|---|
| 01.0151.1543.5430 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERS FOR VETERNAS DAY EVENT | 650.98 |
| 01.0160.1610.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | ELECTRICAL REPAIRS | 122.55 |
| 01.0160.1620.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | GLUE | 8.25 |
| 01.0160.1620.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES FOR SENIOR CENTER RESTROOM | 264.97 |
| 01.0160.1620.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES FOR SCTR | 113.49 |
| 01.0160.1650.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SPRAY PAINT | 32.93 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES TO PLANT FLOWERS | 60.81 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES TO SET UP CHRISTMAS TREE | 1,289.15 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | PLANTERS | 66.02 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES/ TREE LIGHTING | 76.97 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | PLANTERS | 442.48 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | PLANTS FOR CITY HALL | 103.37 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERS/ CITY HALL | 1,155.40 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES FOR PSC | 209.43 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | CHRISTMAS LIGHTS FOR TREE | 219.91 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | POTS/PLANTERS | 698.50 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERS/ CITY HALL | 693.56 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERES FOR VETERANS DAY EVENT | 26.37 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERS/ CITY HALL | 304.97 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | FLOWERES FOR VETERANS DAY EVENT | 207.59 |
| 01.0170.1710.5520 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | CITY HALL SMALL PINE TREES | 363.69 |
| 01.0170.1740.5545 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | PAINT PAN LINERS | 87.49 |
| 01.0170.1740.5545 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES FOR GRAFFITI REMOVAL | 305.93 |
| 01.0170.1740.5545 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | PAINT FOR GRAFFITI REMOVAL | 487.00 |
| 01.0170.1740.5962 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SUPPLIES FOR DEPT. | 107.99 |
| 01.0170.1740.5962 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SMALL TOOLS | 63.99 |
| 01.0170.1750.5505 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | PLYWOOD | 50.16 |
| 01.0170.1750.5962 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SMALL TOOLS | 438.80 |
| 01.0170.1750.5962 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SMALL TOOLS | 49.44 |
| 01.0170.1760.5540 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | EXT. CORDS | 98.55 |
| 02.0170.1760.5962 | HOME DEPOT CREDIT SERVICES | DFT0002512 | 12/26/2024 | SMALL TOOLS | 35.54 |
| 01.0100.1020.5916 | QUADIENT LEASING USA, INC. | DFT0002513 | 12/24/2024 | 10/17-11/7/24 POSTAGE CHARGES | 86.52 |
| 01.0170.1730.5705 | SO CAL GAS | DFT0002514 | 01/14/2025 | 12/2-1/2/25 1415 SANTA ANITA AVE | 1,312.00 |
| 01.0170.1100.5406 | SPARKLETTS | DFT0002515 | 01/14/2025 | DEC'24 WATER SVCS | 23.98 |
| 01.0170.7020.5406 | SPARKLETTS | DFT0002515 | 01/14/2025 | DEC'24 WATER SVCS | 23.98 |
| 01.0130.1330.5950 | XEROX CORPORATION | DFT0002516 | 01/15/2025 | 12/30/24-1/29/25 COPIER LEASE | 282.63 |
| | | | | **Grand Total** | **$ 3,652,727.81** |

Authorization Signatures

Rene Salas, City Manager

# City Council Agenda Report
**Agenda Item No. 7.c.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Guillermo Arreola, Director of Community Development

**SUBJECT:** CONSIDERATION OF RESOLUTION NO. 25-007, APPROVING FINAL MAP NO. 83399, MASTER AFFORDABLE HOUSING COVENANT AND DENSITY BONUS AGREEMENT, AND AFFORDABILITY COVENANTS AND RESTRICTIONS AND OPTION TO PURCHASE SECURED BY DEED OF TRUST, AND DIRECTING THE CITY CLERK TO RECORD THE FINAL MAP AND ASSOCIATED AGREEMENTS WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE

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**SUMMARY:** Approval of Final Map No. 83399 and associated Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 25-007 approving Final Map No. 83399 and Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust; and
2. Authorize the City Clerk to record the Final Map, Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust, with the Los Angeles County Recorder's office.

**FISCAL/FINANCIAL IMPACT:** There is no anticipated fiscal impact associated with this action.

**DISCUSSION:** On March 15, 2022, the Planning Commission adopted Resolution No. 21-16 (“March 2022 Resolution”) approving Subdivision No. 21-16, Vesting Tentative Tract Map No. 083399, to subdivide four parcels vacant lot (12.3-acres), consisting of 207 residential units at APNs 8102-037-020 (2540 Rosemead Blvd.), 8102-037-017 and 8102-037-024 (2559-2603 Chico Avenue), and 8102-037-022 (the “Project”).

On November 21, 2023, the Planning Commission approved a revised Vesting Tentative Tract Map to correct a typographical reference to a commercial use that was not a proposed part of the Project, and adopted Resolution No. 21-16 (“November 2023 Resolution”) approving the revised map.

On January 21, 2024, the Planning Commission reviewed and adopted Resolution No. 25-01 recommending approval of the Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust to the City Council.

The City Engineer has reviewed the submitted final map and has verified that the final map herein is in substantial compliance with the tentative map and complies with all the requirements of the California Government Code and the City's subdivision ordinance. All required easements have been document on the final map. The final map has been approved by the City Surveyor. The approved Vesting Tentative Tract Map, the Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions (Attachment – C) will require recordation with the Los Angeles County Recorder's Office.

**ATTACHMENT(S):**

A. Resolution No. 25-007
B. Final Map 83399
C. Master Agreements v.3

**ATTACHMENT A**

RESOLUTION NO. 25-007

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE FINAL MAP FOR TRACT MAP 083399, MASTER AFFORDABLE HOUSING COVENANT AND DENSITY BONUS AGREEMENT, AND AFFORDABILITY COVENANT AND RESTRICTIONS AFFECTING A HOUSING DEVELOPMENT LOCATED AT 2559-2603 CHICO AVENUE AND 2540 ROSEMEAD BOULEVARD, SOUTH EL MONTE, CALIFORNIA

**WHEREAS,** KB Home ("Applicant") filed an application pursuant to the Subdivision Map Act (Gov. Code § 66410 *et. seq.*) and Title 16 (Subdivisions) of the South El Monte Municipal Code ("SEMMC") proposing to merge four lots into two for properties comprised of Assessor Identification Number ("AIN") 8102-037-020 (2540 Rosemead Boulevard); AIN 8102-037-017 and 8102-037-024 (2559-2603 Chico Avenue, respectively); and AIN 8102-037-022 in the City of South El Monte (collectively, the "Property"), as more specifically described in the legal description attached hereto and incorporated as Exhibit "A", for the purpose of developing of up to 207 single- and multi-family dwelling units on the approximately 12.3-acre property ("Project");

**WHEREAS,** concurrently with subdivision application, the Applicant filed an application for a General Plan Amendment, Zone Change, Density Bonus, adoption of a Specific Plan, and Site Plan Review;

**WHEREAS,** the Project consists of attached and detached two-, three-, and four-bedroom dwelling units, a recreation center, and common open space;

**WHEREAS,** on March 15, 2022, the Planning Commission approved Vesting Tentative Tract Map ("VTTM") No. 083399 through the adoption of Resolution No. 21-16 ("March 2022 Resolution");

**WHEREAS,** VTTM No. 083399 inadvertently included language representing that a commercial component was included in the Project;

**WHEREAS,** the Applicant requested the verbiage associated with the adjacent commercial lot be removed because there was no commercial component that was proposed or analyzed for this Project;

**WHEREAS,** a revised map was brought before the Planning Commission for review and approval to memorialize the correction for clarification purposes consisting of removal of "and Commercial" from the Vesting Tentative Tract Map title page;

**WHEREAS,** on November 21, 2023, the Planning Commission adopted Resolution No. 21-16 ("November 2023 Resolution") approving the revised VTTM No. 083399;

**WHEREAS,** in accordance with Chapter 17.13 (Density Bonus) of the SEMMC and conditions of approval listed in Resolution No. 21-19, the Planning Commission has reviewed the Master Affordable Housing Covenant and Density Bonus Agreement attached hereto and incorporated by reference as Exhibit "B", and the Affordability Covenants and Restrictions

Affecting Real Property and Option to purchase Property Secured by Deed of Trust documents attached hereto and incorporated by reference as Exhibit "C", and found them to be satisfactory and in compliance with the foregoing requirements; and

**WHEREAS,** the City Engineer has determined that the Final Map for Tract No. 083399 in substantial compliance with VTTM No. 083399, complies with Title 16 (Subdivisions) of the SEMMC, the Applicant has satisfied all related conditions of approval, and the City Engineer has executed the certificate on the Final Map in compliance with Subdivision Map Act.

**WHEREAS,** on January 21, 2025 the City Planning Commission reviewed, considered and recommended the Master Affordable Housing Covenant and Density Bonus Agreement and related covenants for approval by the City Council through the adoption of Planning Commission Resolution No. 25-01.

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

**SECTION 1.** The recitals above are true and correct and hereby incorporated, in full, herein.

**SECTION 2.** Final Map No. 083399 is hereby approved.

**SECTION 3.** The Master Affordable Housing Covenant and Density Bonus Agreement and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust documents are hereby approved pursuant to SEMMC Section 17.13.070.

**SECTION 4.** In accordance with the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*), the environmental impacts of the Project were already analyzed through Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") through the adoption of Planning Commission Resolution No. 21-17 and it can be seen with certainty that no foreseeable environmental impacts may result through the approval of this Resolution.

**SECTION 5.** The City Clerk is directed to transmit and record the Tract Map with the Master Affordable Housing Covenant and Density Bonus Agreement, and the Affordability Covenants and Restrictions Affecting Real Property and Option to purchase Property Secured by Deed of Trust with the Los Angeles County Recorder's Office, and take all actions reasonably necessary to implement this Resolution.

**SECTION 6.** Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

**PASSED, APPROVED AND ADOPTED** this 28th day of January 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-007, 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 28th day of January 2025, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

1 LOT
12.23 ACRES GROSS
8.92 ACRES NET

# VESTING TRACT MAP NO. 83399



IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PORTIONS OF LOT 12, 29 AND 30 OF TRACT NO. 621 THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS MAP FILED IN BOOK 15, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FOR CONDOMINIUM PURPOSES

MIKE LOPEZ, LS 8995 VERTEX SURVEYING, INC. DATE OF SURVEY: JANUARY 2021

## OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE ALSO HEREBY DEDICATE TO THE CITY OF SOUTH EL MONTE THE EASEMENT FOR SANITARY SEWER AND INGRESS AND EGRESS PURPOSES AS SHOWN ON THIS MAP AND ALL USES INCIDENTAL THERETO.

WE ALSO HEREBY DEDICATE TO THE CITY OF SOUTH EL MONTE THE EASEMENT FOR STORM DRAIN AND INGRESS AND EGRESS PURPOSES AS SHOWN ON THIS MAP AND ALL USES INCIDENTAL THERETO.

KB HOME GREATER LOS ANGELES INC., A CALIFORNIA CORPORATION

BY: _____
KELTIE COLE
DIVISION PRESIDENT

BY: _____
JOHN PERSONS
VICE PRESIDENT OF FORWARD PLANNING

## SIGNATURE OMISSIONS:

THE SIGNATURE OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (A) (3)(A)(I–VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA GAS & SOUTHERN COUNTIES GAS COMPANIES GAS EASEMENT FOR GAS PIPELINES AND INCIDENTAL PURPOSES RECORDED OCTOBER 28, 1948 AS INSTRUMENT NO. 2271 IN BOOK 28898, PAGE 381 & RECORDED APRIL 6, 1949 AS INSTRUMENT NO. 2396 IN BOOK 29773, PAGE 298.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 1, 1952 AS INSTRUMENT NO. 3596 OF OFFICIAL RECORDS.

COUNTY OF LOS ANGELES, AN EASEMENT FOR SANITARY SEWER AND INCIDENTAL PURPOSES, RECORDED AUGUST 3, 1954 AS INSTRUMENT NO. 3253 IN BOOK 45225, PAGE 334 OF OFFICIAL RECORDS.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1975 AS INSTRUMENT NO. 2108 OF OFFICIAL RECORDS.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES, RECORDED MARCH 21, 1975 AS INSTRUMENT NO. 4495 OF OFFICIAL RECORDS.

## NOTE:

LOT LINE ADJUSTMENT FOR PARCEL NUMBERS 8102–037–020, 8102–037–022, 8102–037–024, AND 8102–035–017 AS DOCUMENT NO. 20230068298, DATED 2/2/23 IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

## CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 38 ATTACHED AND 169 DETACHED UNITS (207 TOTAL) WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

## BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°13'35"E OF THE CENTERLINE OF ROSEMEAD BOULEVARD AS SHOWN ON TRACT NO. 12008, BOOK 220 PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

## LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 83399 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DATE _____
DEPUTY

## CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE BY MOTION DULY PASSED ON THE _____ DAY OF _____, _____ APPROVED THE ATTACHED MAP.

AND DID ACCEPT, ON BEHALF OF THE PUBLIC, THE EASEMENT FOR SANITARY SEWER AND INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO.

AND DID ACCEPT, ON BEHALF OF THE PUBLIC, THE EASEMENT FOR STORM DRAIN AND INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO.

_____ DATE
CITY CLERK, CITY OF SOUTH EL MONTE

## COMMUNITY DEVELOPMENT DIRECTOR:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF TRACT 83399 WAS APPROVED AT THE MEETING HELP ON THE _____ DAY OF _____, _____, I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

_____ DATE
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF SOUTH EL MONTE

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN FEBRUARY, 2022 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME GREATER LOS ANGELES IN JULY, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN TWELVE MONTHS FROM THE FILING DATE OF THIS MAP; THAT ALL MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT TIE NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL CENTERLINE TIE MONUMENTS WILL BE ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY SURVEYOR WITHIN TWELVE MONTHS FROM THE FILING DATE SHOWN HEREON.

_____ 12/04/2024
MIKE LOPEZ DATE
L.S. NO. 8995 EXPIRATION: 9/30/25

## CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF SOUTH EL MONTE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL SUBDIVISION ORDINANCES AND THAT IT IS TECHNICALLY CORRECT.

_____ 12/30/24
DAVID B. RAGLAND, L.S. 5173 DATE
ON BEHALF OF THE CITY ENGINEER

LICENSED LAND SURVEYOR DAVID B. RAGLAND No. 5173 STATE OF CALIFORNIA

## CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SOUTH EL MONTE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ DATE
MASAMI HIGA
FINANCE DIRECTOR, CITY OF SOUTH EL MONTE

# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



## NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON December 17, 2024 BEFORE ME, Lise M Cowden, NOTARY Public,
PERSONALLY APPEARED Keltie Cole and John Persons,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~IS~~/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/SHE/THEY EXECUTED THE SAME IN ~~HIS~~/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS~~/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Lise M Cowden

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY

MY COMMISSION EXPIRES June 4, 2025

## NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,

PERSONALLY APPEARED _____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

SCALE: 1" = 120'



# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

BOUNDARY ESTABLISHMENT SHEET

120 60 0 60 120 240

GRAPHIC SCALE
SCALE : 1"=120'

TRACT NO. 11104
M.B. 195-14

TRACT NO. 10888
M.B. 206-22

FERN STREET

CHICO AVENUE

SEARCHED NOTHING FOUND, ESTABLISHED FROM 4 FD L&T TIES PER PWFB 1326, PG 2360, ACCEPTED AS THE CL INT OF RUSH ST AND CHICO ST

N0°13'48"E 3964.99' (3965.16 R1) (3965.10 R6)

860.01'

1321.6

660.89' M (660.00 REC)

1982.44'

660.89'M (660.00 REC)

N0°13'48"E 746.51'

FOUND L&T, TAGGED "LACFCD" PER PWFB 1326, PG 2369 ACCEPTED AS THE CL INT OF GARVEY AVE AND CHICO AVE

SEARCHED NOTHING FOUND ESTABLISHED BY 5 FD L&T TIES PER PWFB 1326, PG 2367. ACCEPTED AS CL INT OF GEOVANE ST AND CHICO AVE

250.00'
SE COR LOT 22 BLOCK C TRACT 11814

N89°45'25"W 150.00'

FOUND PUNCHED SPIKE PER PWFB 1326, PG 2365 ACCEPTED AS THE CL INT OF CHICO AVE AND FERN STREET

FOUND L&T TAGGED "L.S. 7699" ON CURB. ACCEPTED AS POINT ON S'LY LINE OF LOT 32 OF TR 621, MB 15 PG 182-183 PER RS 267, PG 61. HELD FOR LINE ONLY

GEOVANE ST

N89°44'07"W 360.06'

N0°00'30"E (360.00' R8)

LOT 12
TRACT NO. 621
M.B. 15-182-183

N89°44'07"W 360.06' (360.00' R8)

N0°13'48"E 85.62'

660.08'W (660.00 REC)

ESTAB. BY PRORATION BETWEEN THE NORTHELY LINE OF LOT 29 AND THE SOUHERLY LINE OF LOT 32, PER TR 621, MB 15 PG 182-183

CL OF GEOVANE STREET ESTABLISHED BY RECORD ANGLE (90°02'05") FROM THE CL OF CHICO AVE PER R8

SEARCHED NOTHING FOUND, ESTAB BY TIES PER RDFB 1326, PG 903

MARYBETH AVE

N0°13'48"E 610.02'

ESTABLISHED BY INTERSECTION

REFERENCES:
R1.....RS BK 307, PG 84
R2.....RS BK 186, PG 77
R3.....RS BK 306, PG 38
R4.....RS BK 130, PG 94
R5.....RS BK 174, PG 60
R6.....RS BK 184, PG 63
R7.....TR 12008, BK 220, PG 50
R8.....TR 11814, BK 216, PG 21
R9.....RS BK 267, PG 61
R10...RW MAP P24230

FOUND 2 L&T PER RDFB 1326, PG 903

CL OF MARYBETH AVE ESTABLISHED FROM L&T TIES PER RDFB 1326, PG 903

FOUND HOLE IN CONC. APRON IN LIEU OF L&T PER RDFB 1326, PG 903

LOT 29
TRACT NO. 621
M.B. 15-182-183

AREA = 12.23 AC

PARCEL B OF LLA

N89°45'25"W 580.08'

N0°00'03"W 660.37' (660.00' REC)

RS 307-84

LOT 32
TRACT NO. 621
M.B. 15-182-183

RS 267-61

LOT 49
TRACT NO. 621
M.B. 15-182-183

630.04' (630.02' R6) (630.00 REC)

SOUTHERLY LINE OF LOT 32, TRACT NO. 621, M.B. 15-182-183 ESTABLISHED BETWEEN FOUND MONUMENTS

GARVEY AVENUE

660.12'

(1320.28 R6)

FOUND 1-1/2" IP W/ PLASTIC PLUG "ILLEGIBLE" UP 0.1', NO REFERENCE S78°41'28"E 0.32' FROM TRUE CORNER. ESTABLISHED BY INTERSECTION

ESTAB. BY PRORATION BETWEEN ROSEMEAD BLVD (FORMERLY RIO HONDO) AND CHICO AVE PER TR 621, MB 15 PG 182-183

ESTAB. BY PRORATION BETWEEN ROSEMEAD BLVD (FORMERLY RIO HONDO) AND CHICO AVE PER TR 621, MB 15 PG 182-183

660.93' M (660.00 REC)

N0°13'41"E 1291.84'

N0°13'41"E 1321.84'

NORTHERLY LINE OF LOT 30, TRACT NO. 621, M.B. 15-182-183, ESTABLISHED BETWEEN FOUND MONUMENTS PER ROS 22311, BOOK 306, PG 38

100'

200'

N44°45'58"W 141.44'

100.00' N0°13'41"E

660.93' M (660.00 REC)

N0°13'41"E 160.93'

FOUND L&T "L.S. 4722" PER RS 186, PG 77

FOUND 1" IP TAGGED "L.S. 4722" PER RS 186, PG 77, 0.15' E'LY

N0°14'23"E 149.65' (149.57' DD)

N89°45'37"W 100.00'

FOUND REBAR W/ PLASTIC PLUG "L.S. 7699", IN LIEU OF 1" I.P. PER RS 306, PG 38, 0.15' S'LY

N61°11'54"W RAD

N58°08'24"E RAD

C4 C3 L2 L1 C2 C1

N 61°11'54" W (PRC)

N 58°08'24" E (PRC)

N 89°46'12" W 212.77'

DETAIL A
(N.T.S.)

FOUND L&T TAGGED "L.S. 5414" NO REFERENCE, HELD FOR LINE

SOUTHERLY LINE OF LOT 31, TRACT NO. 621, M.B. 15-182-183 ESTABLISHED BETWEEN FOUND MONUMENTS

LOT 50
TRACT NO. 621
M.B. 15-182-183

RUSH STREET

N89°47'19"W 1319.98' (1320.02 R1)

659.99'W (659.96' R6)(660.01' R1)

578.03'

SEE DETAIL A

RS 186-77

660.07'W (660.00 REC)

N89°45'37"W 478.06'

47.54'

212.77'

LOT 30
TRACT NO. 621
M.B. 15-182-183

PARCEL A OF LLA

368.17' (368.16' DD)

N89°45'37"W 9.89'

N0°13'41"E 100.00'

200'

500'

300'

RS 306-38

LOT 31
TRACT NO. 621
M.B. 15-182-183

ESTAB. BY PRORATION

FOUND L&T TAGGED "L.S. 7699" PER RS 306, PG 38 FITS PROPORTIONING

FOUND S&W, STAMPED "CALTRANS", ON 19.0' OFFSET, 18.0' FROM L&T STRAD, ACCEPTED AS CL PROD OF FERN STREET PER RDFB 1326. PG 547, FITS FD TIES.

FOUND STANDARD SURVEY MONUMENT, 3" BRASS DISK IN WELL, PER RS 307, PG 84 AND RS 184, PG 63, ACCEPTED AS THE CL INT OF GARVEY AVE AND BRUIN AVE.

FOUND SPIKE SHAFT ON 19.0' OFFSET, 18.0' FROM L&T STRAD, ACCEPTED AS CL PROD OF KLINGERMAN AVE PER RDFB 1326. PG 547, FITS FD TIES.

N0°13'35"E 1292.02' M (1290.00' REC)

BRUIN AVENUE

DED PER O.R. 30228-328 REC 6-2-49

152.46'

N0°13'35"E 660.96' M (660.00' R9)

N0°13'35"E 660.96' M (660.00' R9)

N0°13'35"E 1292.12' M (1290.00' R10)

160.96'

O.R. 13828-200, 12-5-35

ROSEMEAD BOULEVARD

1113.40'

N0°13'35"E 2644.06' (BASIS OF BEARING)

N0°13'35"E 1321.93'M (1321.95 R2)

N0°13'35"E 1322.13' (1321.80' 1326-547)

FOUND 2 L&T STRADS ON 1' OFFSET PER RDFB 1326. PG 547, FITS FD L&T TIES, ACCEPTED AS SURVEY CL INT OF ROSEMEAD BLVD AND FERN ST.

FOUND 2 L&T STRADS ON 1' OFFSET PER RDFB 1326. PG 547, FITS 4 FD L&T TIES, ACCEPTED AS SURVEY CL INT OF ROSEMEAD BLVD AND KLINGERMAN AVE

FOUND S&W STAMPED "CALTRANS" PER PWFB 1326, PG 2504, WITH 6 TIES, ACCEPTED AS TRUE CL INT OF ROSEMEAD BLVD AND RUSH STREET. (CONST CL OF ROSEMEAD IS 19' EAST AND PARALLEL TO SAID LINE)

FERN STREET

KLINGERMAN AVENUE

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N89°46'12"W | 30.00' |
| L2 | N89°46'12"W | 25.54' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C1 | 57°54'36" | 22.00' | 22.24' | 12.17' |
| C2 | 57°54'36" | 42.00' | 42.45' | 23.24' |
| C3 | 61°25'42" | 40.00' | 42.89' | 23.76' |
| C4 | 61°25'42" | 12.00' | 12.87' | 7.13' |

LEGEND:

(A) SET 2" IP AND TAG OR NAIL AND TAG "LS 8995" AT ALL LOT CORNERS

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

SCALE: 1" = 60'

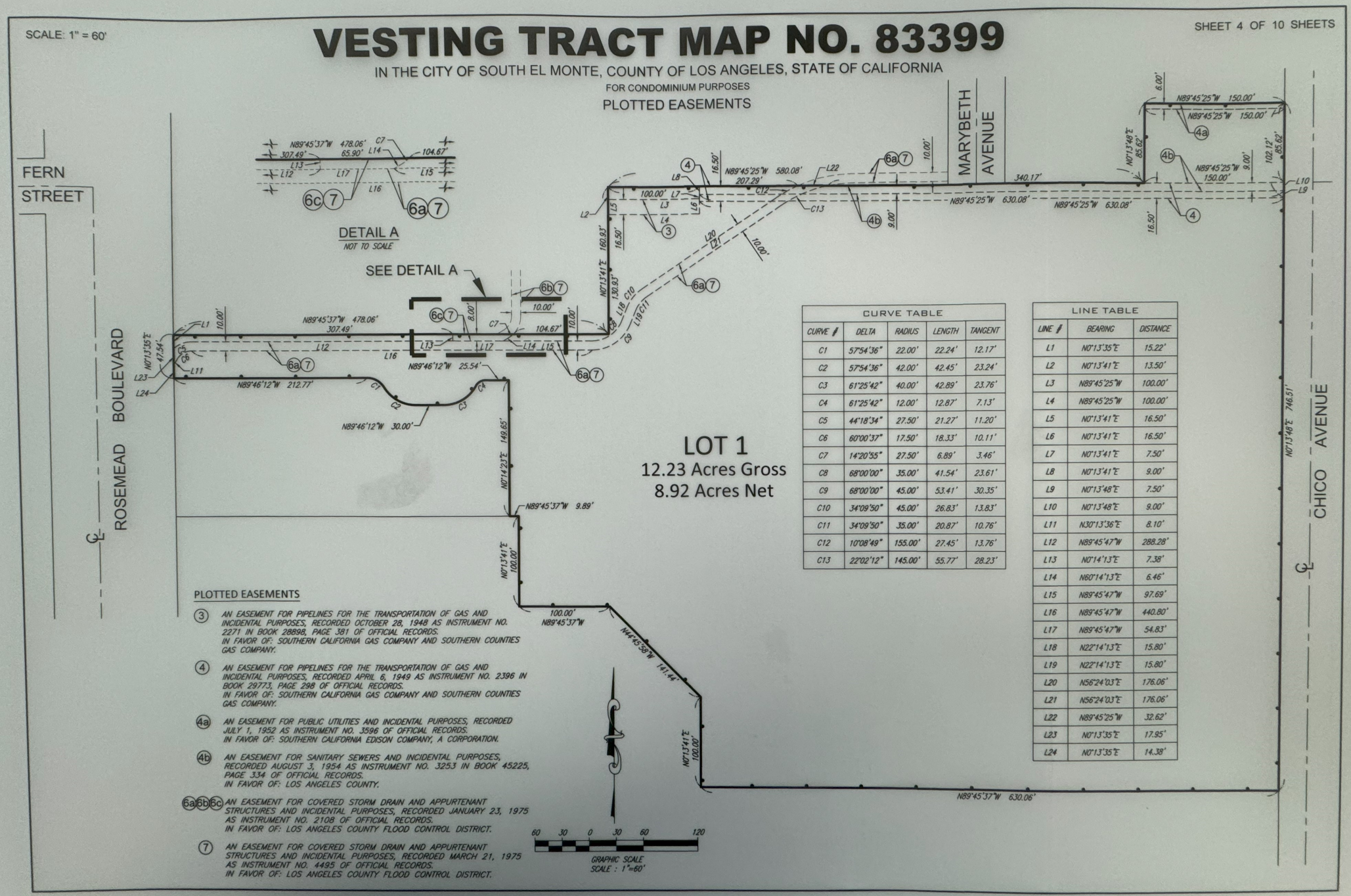
# VESTING TRACT MAP NO. 83399

SHEET 4 OF 10 SHEETS

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

PLOTTED EASEMENTS




| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C1 | 57°54'36" | 22.00' | 22.24' | 12.17' |
| C2 | 57°54'36" | 42.00' | 42.45' | 23.24' |
| C3 | 61°25'42" | 40.00' | 42.89' | 23.76' |
| C4 | 61°25'42" | 12.00' | 12.87' | 7.13' |
| C5 | 44°18'34" | 27.50' | 21.27' | 11.20' |
| C6 | 60°00'37" | 17.50' | 18.33' | 10.11' |
| C7 | 14°20'55" | 27.50' | 6.89' | 3.46' |
| C8 | 68°00'00" | 35.00' | 41.54' | 23.61' |
| C9 | 68°00'00" | 45.00' | 53.41' | 30.35' |
| C10 | 34°09'50" | 45.00' | 26.83' | 13.83' |
| C11 | 34°09'50" | 35.00' | 20.87' | 10.76' |
| C12 | 10°08'49" | 155.00' | 27.45' | 13.76' |
| C13 | 22°02'12" | 145.00' | 55.77' | 28.23' |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N0°13'35"E | 15.22' |
| L2 | N0°13'41"E | 13.50' |
| L3 | N89°45'25"W | 100.00' |
| L4 | N89°45'25"W | 100.00' |
| L5 | N0°13'41"E | 16.50' |
| L6 | N0°13'41"E | 16.50' |
| L7 | N0°13'41"E | 7.50' |
| L8 | N0°13'41"E | 9.00' |
| L9 | N0°13'48"E | 7.50' |
| L10 | N0°13'48"E | 9.00' |
| L11 | N30°13'36"E | 8.10' |
| L12 | N89°45'47"W | 288.28' |
| L13 | N0°14'13"E | 7.38' |
| L14 | N60°14'13"E | 6.46' |
| L15 | N89°45'47"W | 97.69' |
| L16 | N89°45'47"W | 440.80' |
| L17 | N89°45'47"W | 54.83' |
| L18 | N22°14'13"E | 15.80' |
| L19 | N22°14'13"E | 15.80' |
| L20 | N56°24'03"E | 176.06' |
| L21 | N56°24'03"E | 176.06' |
| L22 | N89°45'25"W | 32.62' |
| L23 | N0°13'35"E | 17.95' |
| L24 | N0°13'35"E | 14.38' |

## PLOTTED EASEMENTS

(3) AN EASEMENT FOR PIPELINES FOR THE TRANSPORTATION OF GAS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 28, 1948 AS INSTRUMENT NO. 2271 IN BOOK 28898, PAGE 381 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY.

(4) AN EASEMENT FOR PIPELINES FOR THE TRANSPORTATION OF GAS AND INCIDENTAL PURPOSES, RECORDED APRIL 6, 1949 AS INSTRUMENT NO. 2396 IN BOOK 29773, PAGE 298 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY.

(4a) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 1, 1952 AS INSTRUMENT NO. 3596 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION.

(4b) AN EASEMENT FOR SANITARY SEWERS AND INCIDENTAL PURPOSES, RECORDED AUGUST 3, 1954 AS INSTRUMENT NO. 3253 IN BOOK 45225, PAGE 334 OF OFFICIAL RECORDS.
IN FAVOR OF: LOS ANGELES COUNTY.

(6a)(6b)(6c) AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1975 AS INSTRUMENT NO. 2108 OF OFFICIAL RECORDS.
IN FAVOR OF: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

(7) AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES, RECORDED MARCH 21, 1975 AS INSTRUMENT NO. 4495 OF OFFICIAL RECORDS.
IN FAVOR OF: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

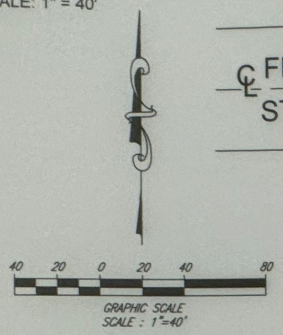
# VESTING TRACT MAP NO. 83399

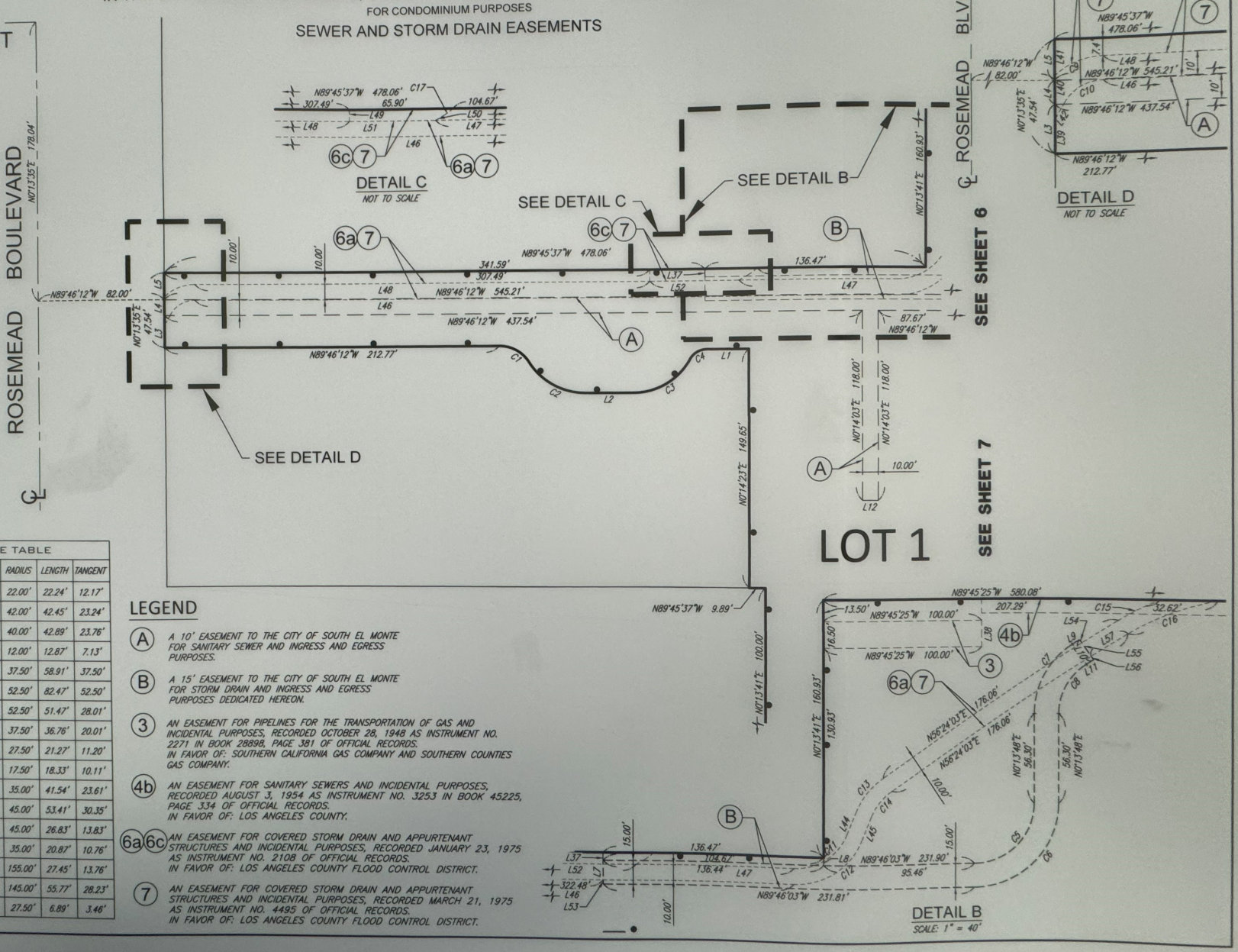
IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

SEWER AND STORM DRAIN EASEMENTS

SCALE: 1" = 40'




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N89°46'12"W | 25.54' |
| L2 | N89°46'12"W | 30.00' |
| L3 | N01°13'35"E | 20.48' |
| L4 | N01°13'35"E | 10.00' |
| L5 | N01°13'35"E | 17.06' |
| L7 | N01°07'38"W | 15.00' |
| L8 | N01°13'41"E | 4.98' |
| L9 | N56°23'47"E | 5.13' |
| L10 | N33°36'13"W | 15.00' |
| L11 | N56°23'47"E | 5.12' |
| L12 | N89°46'12"W | 10.00' |
| L37 | N01°07'38"W | 5.00' |
| L38 | N01°13'41"E | 16.50' |
| L39 | N01°13'35"E | 14.38' |
| L40 | N01°13'35"E | 17.95' |
| L41 | N01°13'35"E | 15.22' |
| L42 | N30°13'36"E | 8.10' |
| L44 | N22°14'13"E | 15.80' |
| L45 | N22°14'13"E | 15.80' |
| L46 | N89°45'47"W | 440.80' |
| L47 | N89°45'47"W | 97.69' |
| L48 | N89°45'47"W | 288.28' |
| L49 | N01°14'13"E | 7.38' |
| L50 | N60°14'13"E | 6.46' |
| L51 | N89°45'47"W | 54.83' |
| L52 | N89°45'47"W | 54.83' |
| L53 | N01°07'38"W | 2.62' |
| L54 | N33°36'13"W | 2.36' |
| L55 | N33°36'13"W | 10.00' |
| L56 | N33°36'13"W | 2.64' |
| L57 | N56°24'03"E | 25.82' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C1 | 57°54'36" | 22.00' | 22.24' | 12.17' |
| C2 | 57°54'36" | 42.00' | 42.45' | 23.24' |
| C3 | 61°25'42" | 40.00' | 42.89' | 23.76' |
| C4 | 61°25'42" | 12.00' | 12.87' | 7.13' |
| C5 | 90°00'09" | 37.50' | 58.91' | 37.50' |
| C6 | 90°00'09" | 52.50' | 82.47' | 52.50' |
| C7 | 56°09'59" | 52.50' | 51.47' | 28.01' |
| C8 | 56°09'59" | 37.50' | 36.76' | 20.01' |
| C9 | 44°18'34" | 27.50' | 21.27' | 11.20' |
| C10 | 60°00'37" | 17.50' | 18.33' | 10.11' |
| C11 | 68°00'00" | 35.00' | 41.54' | 23.61' |
| C12 | 68°00'00" | 45.00' | 53.41' | 30.35' |
| C13 | 34°09'50" | 45.00' | 26.83' | 13.83' |
| C14 | 34°09'50" | 35.00' | 20.87' | 10.76' |
| C15 | 10°08'49" | 155.00' | 27.45' | 13.76' |
| C16 | 22°02'12" | 145.00' | 55.77' | 28.23' |
| C17 | 14°20'55" | 27.50' | 6.89' | 3.46' |

## LEGEND

(A) A 10' EASEMENT TO THE CITY OF SOUTH EL MONTE FOR SANITARY SEWER AND INGRESS AND EGRESS PURPOSES.

(B) A 15' EASEMENT TO THE CITY OF SOUTH EL MONTE FOR STORM DRAIN AND INGRESS AND EGRESS PURPOSES DEDICATED HEREON.

(3) AN EASEMENT FOR PIPELINES FOR THE TRANSPORTATION OF GAS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 28, 1948 AS INSTRUMENT NO. 2271 IN BOOK 28898, PAGE 381 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY.

(4b) AN EASEMENT FOR SANITARY SEWERS AND INCIDENTAL PURPOSES, RECORDED AUGUST 3, 1954 AS INSTRUMENT NO. 3253 IN BOOK 45225, PAGE 334 OF OFFICIAL RECORDS. IN FAVOR OF: LOS ANGELES COUNTY.

(6a)(6c) AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1975 AS INSTRUMENT NO. 2108 OF OFFICIAL RECORDS. IN FAVOR OF: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

(7) AN EASEMENT FOR COVERED STORM DRAIN AND APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES, RECORDED MARCH 21, 1975 AS INSTRUMENT NO. 4495 OF OFFICIAL RECORDS. IN FAVOR OF: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

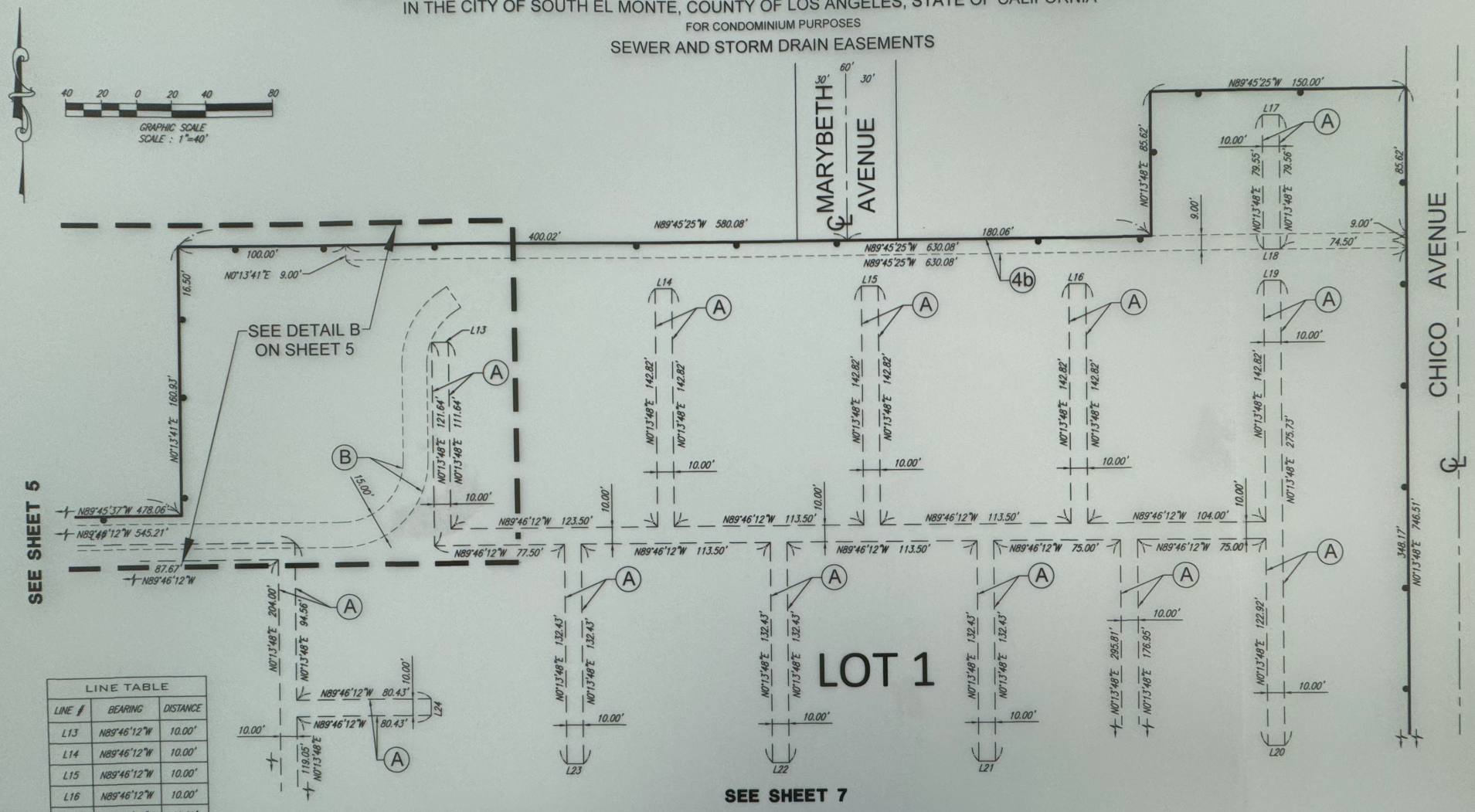
SCALE: 1" = 40'

# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

SEWER AND STORM DRAIN EASEMENTS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L13 | N89°46'12"W | 10.00' |
| L14 | N89°46'12"W | 10.00' |
| L15 | N89°46'12"W | 10.00' |
| L16 | N89°46'12"W | 10.00' |
| L17 | N89°46'12"W | 10.00' |
| L18 | N89°45'25"W | 10.00' |
| L19 | N89°46'12"W | 10.00' |
| L20 | N89°46'12"W | 10.00' |
| L21 | N89°46'12"W | 10.00' |
| L22 | N89°46'12"W | 10.00' |
| L23 | N89°46'12"W | 10.00' |
| L24 | N0°13'48"E | 10.00' |

SCALE: 1" = 40'

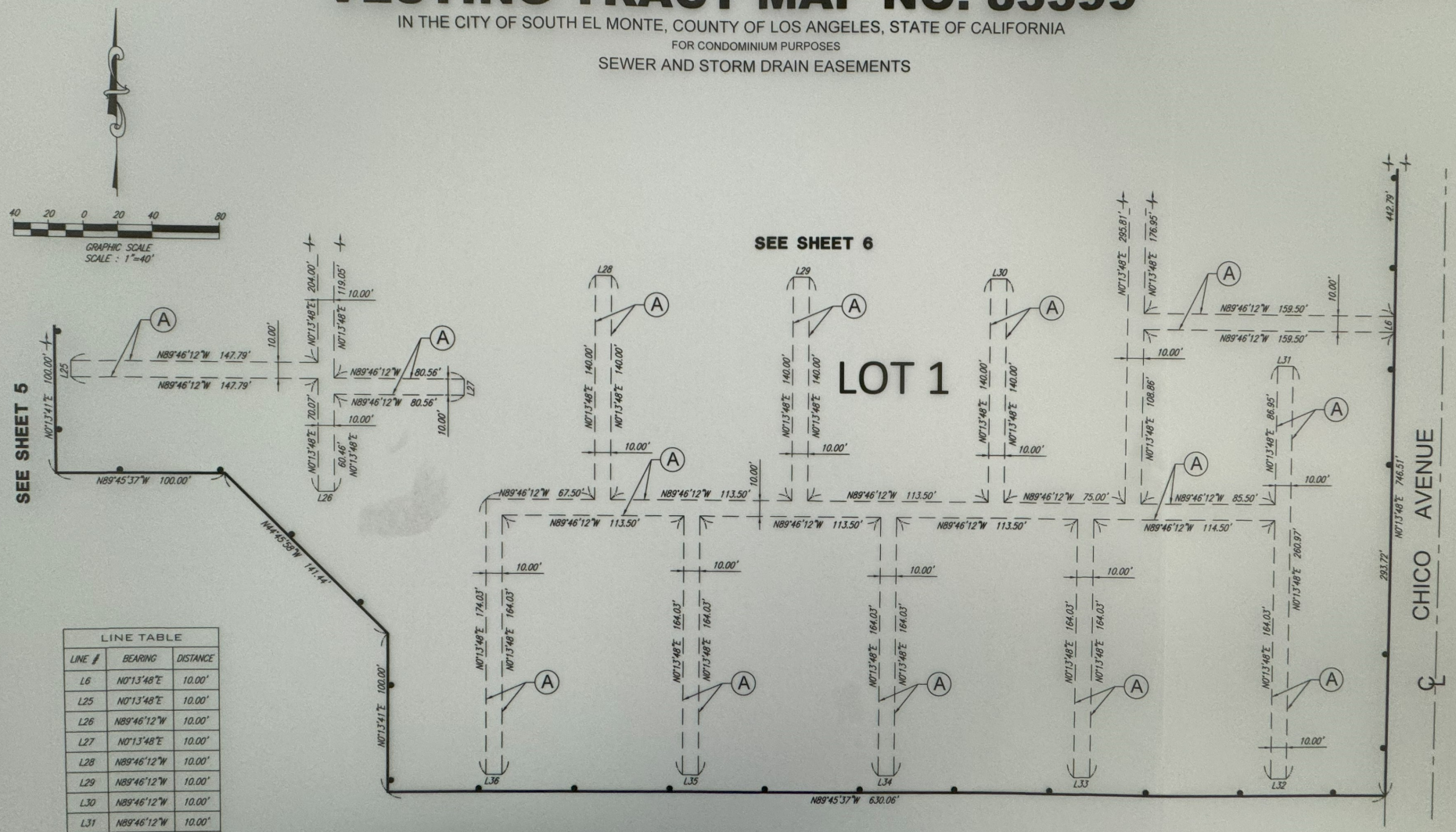
# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

SEWER AND STORM DRAIN EASEMENTS

SHEET 7 OF 10 SHEETS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L6 | N0°13'48"E | 10.00' |
| L25 | N0°13'48"E | 10.00' |
| L26 | N89°46'12"W | 10.00' |
| L27 | N0°13'48"E | 10.00' |
| L28 | N89°46'12"W | 10.00' |
| L29 | N89°46'12"W | 10.00' |
| L30 | N89°46'12"W | 10.00' |
| L31 | N89°46'12"W | 10.00' |
| L32 | N89°46'12"W | 10.00' |
| L33 | N89°46'12"W | 10.00' |
| L34 | N89°46'12"W | 10.00' |
| L35 | N89°46'12"W | 10.00' |
| L36 | N89°46'12"W | 10.00' |

SCALE: 1" = 40'

# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

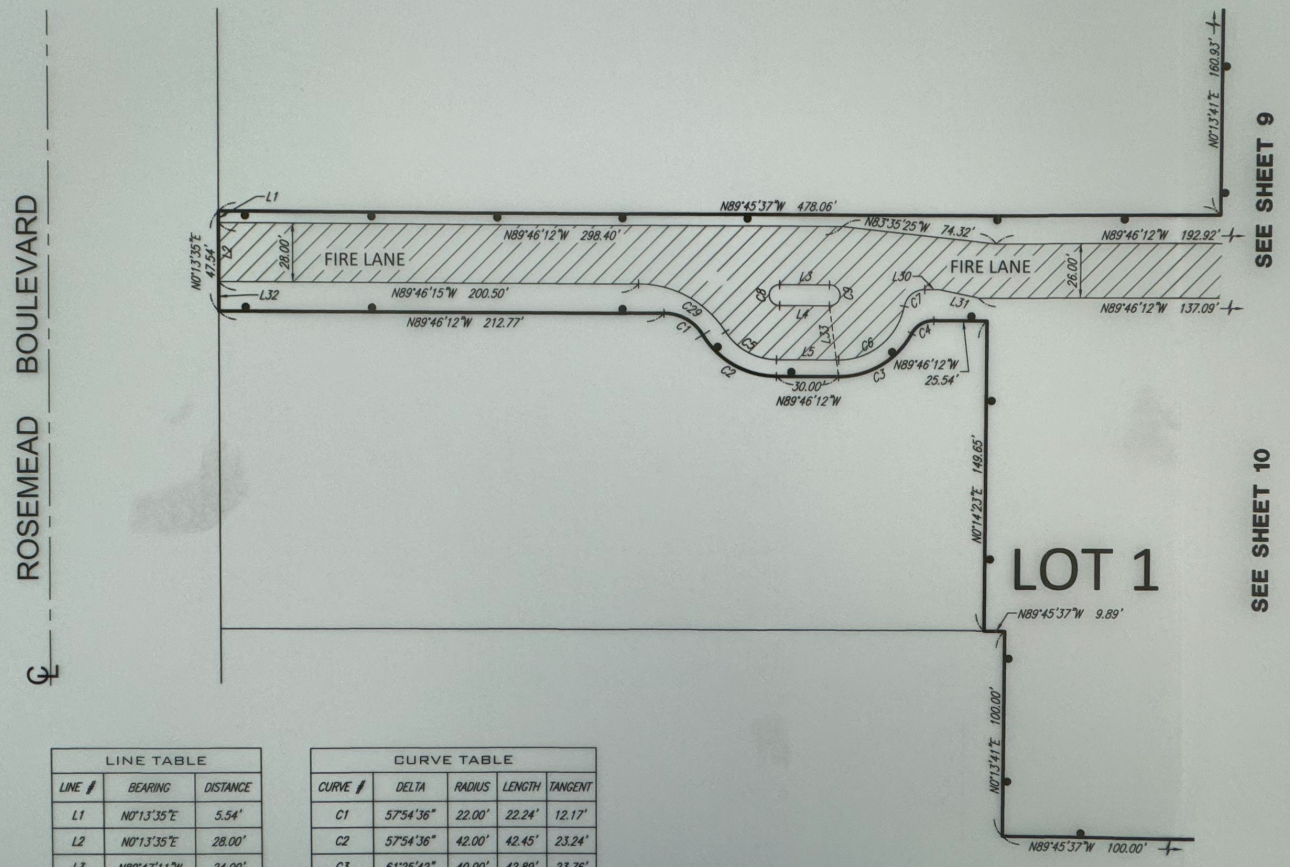
FOR CONDOMINIUM PURPOSES

FIRE LANE EASEMENT



40 20 0 20 40 80

GRAPHIC SCALE
SCALE : 1"=40'




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N0°13'35"E | 5.54' |
| L2 | N0°13'35"E | 28.00' |
| L3 | N89°47'11"W | 24.00' |
| L4 | N89°47'11"W | 23.96' |
| L5 | N89°46'12"W | 30.00' |
| L30 | N89°46'12"W | 6.95' |
| L31 | N77°50'30"W | 19.35' |
| L32 | N0°13'35"E | 14.00' |
| L33 | N7°36'27"W | 34.33' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C1 | 57°54'36" | 22.00' | 22.24' | 12.17' |
| C2 | 57°54'36" | 42.00' | 42.45' | 23.24' |
| C3 | 61°25'42" | 40.00' | 42.89' | 23.76' |
| C4 | 61°25'42" | 12.00' | 12.87' | 7.13' |
| C5 | 56°51'54" | 29.41' | 29.19' | 15.92' |
| C6 | 79°01'10" | 32.00' | 44.13' | 26.39' |
| C7 | 79°01'10" | 10.00' | 13.79' | 8.25' |
| C8 | 180°00'00" | 5.00' | 15.71' | - |
| C9 | 180°27'35" | 5.00' | 15.75' | 1245.95' |
| C29 | 56°51'57" | 50.00' | 49.62' | 27.07' |

SCALE: 1" = 40'

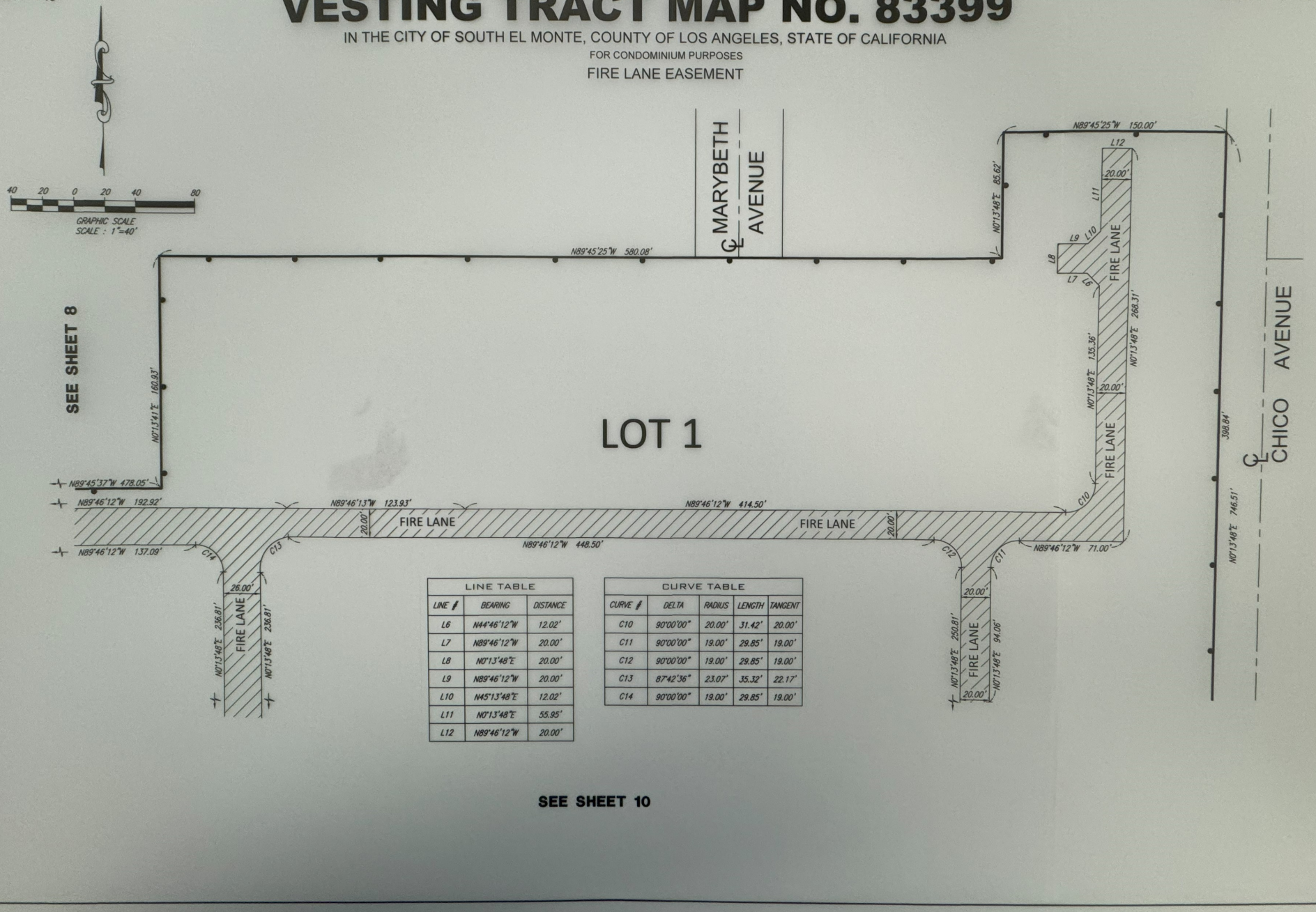
# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

FIRE LANE EASEMENT

SHEET 9 OF 10 SHEETS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L6 | N44°46'12"W | 12.02' |
| L7 | N89°46'12"W | 20.00' |
| L8 | N0°13'48"E | 20.00' |
| L9 | N89°46'12"W | 20.00' |
| L10 | N45°13'48"E | 12.02' |
| L11 | N0°13'48"E | 55.95' |
| L12 | N89°46'12"W | 20.00' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C10 | 90°00'00" | 20.00' | 31.42' | 20.00' |
| C11 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C12 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C13 | 87°42'36" | 23.07' | 35.32' | 22.17' |
| C14 | 90°00'00" | 19.00' | 29.85' | 19.00' |

SEE SHEET 10

SCALE: 1" = 40'

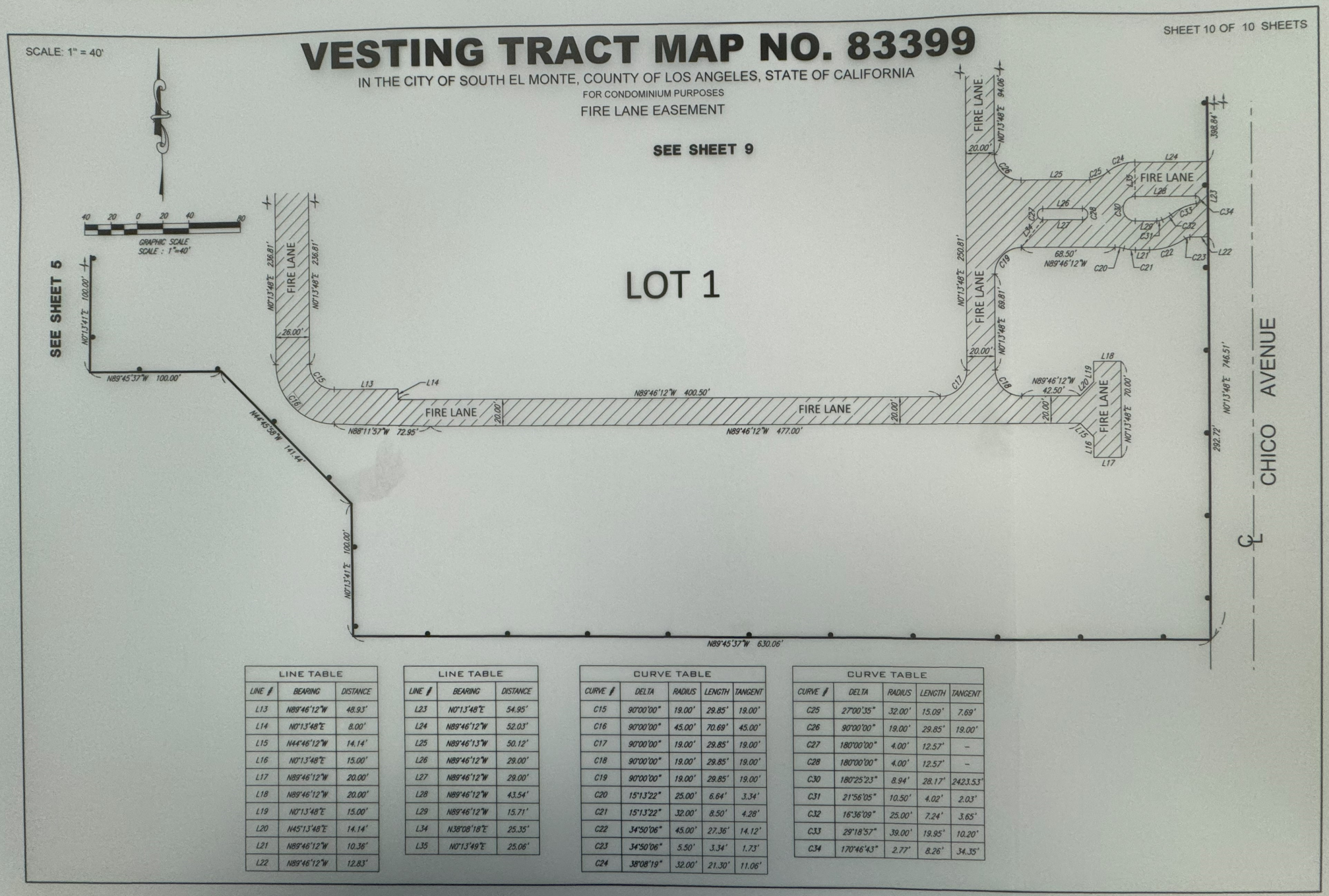
# VESTING TRACT MAP NO. 83399

IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

FIRE LANE EASEMENT

SHEET 10 OF 10 SHEETS




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L13 | N89°46'12"W | 48.93' |
| L14 | N0°13'48"E | 8.00' |
| L15 | N44°46'12"W | 14.14' |
| L16 | N0°13'48"E | 15.00' |
| L17 | N89°46'12"W | 20.00' |
| L18 | N89°46'12"W | 20.00' |
| L19 | N0°13'48"E | 15.00' |
| L20 | N45°13'48"E | 14.14' |
| L21 | N89°46'12"W | 10.36' |
| L22 | N89°46'12"W | 12.83' |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L23 | N0°13'48"E | 54.95' |
| L24 | N89°46'12"W | 52.03' |
| L25 | N89°46'13"W | 50.12' |
| L26 | N89°46'12"W | 29.00' |
| L27 | N89°46'12"W | 29.00' |
| L28 | N89°46'12"W | 43.54' |
| L29 | N89°46'12"W | 15.71' |
| L34 | N38°08'18"E | 25.35' |
| L35 | N0°13'49"E | 25.06' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C15 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C16 | 90°00'00" | 45.00' | 70.69' | 45.00' |
| C17 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C18 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C19 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C20 | 15°13'22" | 25.00' | 6.64' | 3.34' |
| C21 | 15°13'22" | 32.00' | 8.50' | 4.28' |
| C22 | 34°50'06" | 45.00' | 27.36' | 14.12' |
| C23 | 34°50'06" | 5.50' | 3.34' | 1.73' |
| C24 | 38°08'19" | 32.00' | 21.30' | 11.06' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C25 | 27°00'35" | 32.00' | 15.09' | 7.69' |
| C26 | 90°00'00" | 19.00' | 29.85' | 19.00' |
| C27 | 180°00'00" | 4.00' | 12.57' | – |
| C28 | 180°00'00" | 4.00' | 12.57' | – |
| C30 | 180°25'23" | 8.94' | 28.17' | 2423.53' |
| C31 | 21°56'05" | 10.50' | 4.02' | 2.03' |
| C32 | 16°36'09" | 25.00' | 7.24' | 3.65' |
| C33 | 29°18'57" | 39.00' | 19.95' | 10.20' |
| C34 | 170°46'43" | 2.77' | 8.26' | 34.35' |

**ATTACHMENT C**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733
Attn: City Clerk

APN: 8102-037-020, 8102-037-022, 8102-037-024 & 8102-035-017

AREA ABOVE FOR RECORDER'S USE ONLY
Exempt from recording fees per Govt. Code § 6103

# MASTER AFFORDABLE HOUSING COVENANT AND DENSITY BONUS AGREEMENT

This MASTER AFFORDABLE HOUSING COVENANT AND DENSITY BONUS AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2025 ("**Effective Date**") by and between CITY OF SOUTH EL MONTE, a municipal corporation ("**City**") and KB HOME GREATER LOS ANGELES INC., a California corporation ("**Developer**").

## RECITALS

A. Developer owns and is developing that certain real property in City of South El Monte, County of Los Angeles, California (APNs 8102-037-020, 8102-037-022, 8102-037-024 & 8102-035-017) legally described on Exhibit A attached hereto ("**Property**").

B. City has granted a density bonus ("**Density Bonus**") pursuant to Chapter 17.83 (Density Bonus Provisions) of City's Municipal Code and Government Code Section 65915 (collectively, the "**Density Bonus Law**") and South El Monte Planning Commission Resolution No. 21-19 ("**Planning Commission Resolution**"). The Density Bonus allows Developer to construct up to two hundred seven (207) total residential dwelling units on the Property ("**Project**").

C. In order to obtain the Density Bonus, Developer has agreed to restrict the sale and occupancy of fifteen (15) single family dwelling units and six (6) townhome dwelling units as affordable pursuant to the Density Bonus Law as provided in this Agreement. The layout of the Project and all the residential units are depicted and their locations identified on Exhibit B attached hereto ("**Project Layout**").

D. This Agreement shall satisfy Developer's obligation to enter into a written agreement with City as required by Section 17.83.050 of City's Municipal Code and as required by General Condition 22 of Planning Commission Resolution No. 21-19. In consideration of Developer's covenants hereunder, and on the condition subsequent that Developer performs its obligations hereunder, City hereby agrees that Developer has satisfied City's requirements with the provision of the Affordable Units as described herein to qualify for the Density Bonus for the Property, pursuant to the Planning Commission Resolution and the Density Bonus Law.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE 1. DEFINITIONS AND EXHIBITS

**1.1 Definitions.** The following terms when used in this Agreement shall be defined as follows:

**1.1.1** ***Applicable Affordable Housing Cost*** shall mean the maximum costs that can be borne by purchasers of the applicable Restricted AH Units under the requirements imposed by HSC Section 50052.5. The pertinent calculations are:

(a) ***Affordable Housing Cost for Low Income Household*** means a Total Housing Cost which does not exceed thirty percent (30%) of seventy percent (70%) of Area Median Income.

(b) ***Affordable Housing Cost for Very Low Income Household*** means a Total Housing Cost which does not exceed thirty percent (30%) of fifty percent (50%) of Area Median Income.

(c) ***Affordable Housing Cost for Moderate Income Household*** means a Total Housing Cost which does not exceed thirty-five percent (35%) of one hundred ten percent (110%) of Area Median Income.

**1.1.2** ***Applicable AH Household Income*** shall have the following meanings, as applicable for the Restricted AH Unit:

(a) ***Low Income Household*** means a Household whose Gross Income meets the standards defined in HSC Section 50079.5. The maximum household income shall be the amount published by the California Department of Housing and Community Development (HCD) as adjusted to reflect the actual size of the Household purchasing a particular AH Restricted Unit.

(b) ***Moderate Income Household*** means a Household whose Gross Income meets the standards defined in HSC Section 50093. The maximum household income shall be the amount published by HCD as adjusted to reflect the actual size of the Household purchasing a particular AH Restricted Unit.

(c) ***Very Low Income Household*** shall mean a Household whose Gross Income meets the standards defined in HSC Section 50105. The maximum household income shall be the amount published by HCD as adjusted to reflect the actual size of the Household purchasing a particular AH Restricted Unit.

**1.1.3** ***Area Median Income*** means the Los Angeles County area median income, adjusted for household size, as established by the United States Department of Housing and Urban Development (HUD), and as published periodically by HCD pursuant to Section 50093 et seq. of California Health and Safety Code and applicable regulations.

**1.1.4** ***Benchmark Down Payment*** shall be set at 5% of the Purchase Price for Restricted AH Unit. This shall solely be used for the purpose of calculating the Purchase Price for Restricted AH Unit.

**1.1.5** ***Covenant Agreement for Restricted AH Unit*** means the "Affordability

Covenants and Restrictions Affecting Real Property with Option to Purchase Secured by Deed of Trust" substantially in the form attached hereto as Exhibit D to be adjusted to the Affordable AH Household Income for the applicable Restricted AH Unit and to be recorded against the Restricted AH Unit as provided in Article 2 which shall bind the Restricted AH Unit for fifty-five (55) years. The Fannie Mae Shared Equity Amendment (Form 2200), shall be attached and included as part of each Covenant Agreement for Restricted AH Unit.

**1.1.6** ***Covenant Deed of Trust*** shall mean a deed of trust in the form attached as Exhibit E to be executed by the applicable Eligible Purchaser which shall secure the Covenant Agreement for Restricted AH Unit for the applicable Restricted AH Unit being purchased to be recorded against the Restricted AH Unit concurrently with the Covenant Agreement as provided in Article 2.

**1.1.7** ***Eligible Purchaser*** shall mean a person who is purchasing one of the Restricted AH Units who meets with all income and asset verification requirements in this Agreement for the applicable Restricted AH Unit and who is not an Ineligible Purchaser.

**1.1.8** ***FMV of the Restricted AH Unit*** shall mean the fair market value of the Restricted AH Unit determined as provided in Section 2.7.1.

**1.1.9** ***Gross Income*** means all income from whatever sources for all adult Household members, which is anticipated to be received during the 12-month period following the date of the determination of Gross Income. The applicable sources of income are defined in California Code of Regulations Title 25 Housing and Community Development Section 6914.

**1.1.10** ***Household*** means all persons residing in a Restricted AH Unit.

**1.1.11** ***HSC*** means California Health and Safety Code.

**1.1.12** ***Ineligible Purchaser*** shall have the meaning defined in Section 2.5.

**1.1.13** ***Market Rate Units*** means the Units within the Project which are not Restricted AH Units.

**1.1.14** ***Purchase Price for Restricted AH Unit*** means the purchase price for the sale of the applicable Restricted AH Unit to an Eligible Purchaser which shall be calculated pursuant to HSC Section 50052.5 and Section 2.1 of this Agreement. The Purchase Price for a Restricted AH Unit shall be equal to the sum of the Supportable Mortgage plus the Benchmark Down Payment.

**1.1.15** ***Required Marketing Efforts*** means marketing efforts that Developer is required to make with respect to the Restricted AH Units (as set forth in Section 2.3(a), below).

**1.1.16** ***Restricted AH Units*** shall mean the following Units which are restricted for sale to Eligible Purchasers for the applicable affordability level as follows:

(SEE FOLLOWING PAGE)

| Affordability Level | Single Family Units[1] | Townhome Units[1] | Totals |
|---|---|---|---|
| Very Low Income | | 187, 196 & 202 | 3 |
| Low Income | | 186, 197 & 201 | 3 |
| Moderate Income | 26, 36, 51, 55, 67, 83, 89, 93, 105, 121, 127, 131, 158, 164 & 167 | | 15 |
| **Totals** | **15** | **6** | **21** |

**1.1.17** ***Supportable Mortgage*** means the mortgage amount that can be supported by an Eligible Purchase of a Restricted AH Unit based on the Affordable Housing Cost calculations. The mortgage calculation is based on the prevailing market interest rate for a 30-year fully amortizing mortgage with a fixed interest rate.

**1.1.18** ***Total Housing Cost*** means the total monthly or annual recurring expenses required of a household to obtain shelter, and includes the mortgage payment (principal and interest, based on a fixed interest rate mortgage with a thirty (30) year term), and household-paid utilities, homeowner association dues, real estate taxes, mortgage insurance and any other related assessments.

**1.1.19** ***Unit*** means a residential unit in the Project.

**1.2 Exhibits.** The following documents are attached to, and by this reference are incorporated herein and made a part of, this Agreement:

| | |
|---|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Project Layout Plan |
| Exhibit C | 2024 Household Income Information Published by HCD and Sample Computations of Purchase Prices for Restricted AH Units |
| Exhibit D | Covenant Agreement for Restricted AH Units |
| Exhibit E | Covenant Deed of Trust |

## ARTICLE 2. RESTRICTED AH UNITS

### 2.1 Purchase Price for Restricted AH Unit.

**2.1.1 Determination.** Developer shall sell each of the Restricted AH Units to an Eligible Purchaser for an amount that does not exceed the applicable Purchase Price for the Restricted AH Unit.

[1] As located on the Project Layout attached as Exhibit B.

**2.1.2 Example Computation of Purchase Price.** Example computations of the Purchase Prices for Restricted AH Units are provided on Exhibit C**.**

**2.1.3 Loan.** The maximum home loan amount for a Restricted AH Unit shall not exceed ninety-five percent (95%) of the Purchase Price for Restricted AH Unit. The maximum home loan amount for the Restricted AH Unit shall be submitted by Developer and approved or rejected by City within ten (10) business days from receipt.

**2.1.4 Actual Down Payment.** The maximum down payment contributed by an Eligible Purchaser shall not exceed 20% of the Purchase Price for the Residential AH Unit.

**2.2 Purchase Price Ranges for Restricted AH Units.** Prior to listing the Restricted AH Units, Developer shall calculate the applicable Purchase Prices for each Restricted AH Unit based on the number of bedrooms included in the applicable Restricted AH Unit and the with the range for the Applicable AH Household Income level. City shall reasonably cooperate to provide such confirmation to Developer within ten (10) business days of written request therefore.

**2.3 Marketing and Selection of Eligible Purchasers**.

(a) Developer shall conduct, "Required Marketing Efforts" in connection with the initial sales of the Restricted AH Units, which shall include: (i) production of specific marketing information highlighting the Restricted AH Units, including the specific affordability features for each Restricted AH Unit and the eligibility requirements and restrictions applicable to each Restricted AH Unit; and (ii) utilization of typical web-based outreach methods that can reasonably ensure an effective and efficient means of reaching the broadest range of potential Eligible Purchasers, including best efforts to contact nonprofit organizations and business associations that serve South El Monte residents in housing-related issues, and affordable housing advocacy groups, with the intent of reaching community based organizations serving people in the appropriate income levels. The City agrees, at no cost to City, to use its best efforts to identify, and reasonably assist the Developer with contacting, nonprofit organizations and business associations that serve South El Monte residents in housing-related issues, and affordable housing advocacy groups. Required Marketing Efforts will additionally include those marketing efforts that are typical customary practice and expected for the sale of real estate in the County of Los Angeles, including, a website marketing the Restricted AH Units in detail (sizes, locations, prices) and the criteria used to purchase them, as well as a form for interested parties to complete online indicating their interest in being notified about the availability of the Restricted AH Units.

(b) The Restricted AH Units may be sold to Eligible Purchasers selected by Developer who meet the income and affordability requirements provided in this Agreement and subject to the written approval of City. The City acknowledges the challenging nature of selling Restricted AH Units and agrees, at no cost to City, to reasonably assist the Developer with the advertising and marketing of the Restricted AH Units, which shall include a link on the City's website directing potential purchasers to the Developer's website for the Project. Developer is not required to sell a Restricted AH Unit to an Eligible Purchaser referred by City, but Developer shall accept or reject any such Eligible Purchaser based upon the same evaluation criteria that Developer applies to buyers of other Restricted AH Units. Upon City's request, Developer shall provide to City a written response detailing the reasons for rejection of an Eligible Purchaser referred by City.

**2.4 Income and Assets of Eligible Purchasers.** Prior to the sale of the Restricted AH Unit, Developer shall submit to City a completed income computation and certification form acceptable to or otherwise provided by City certifying that the Gross Income of the Eligible Purchaser

(including any co-purchaser) does not exceed the limit established for the Restricted AH Unit. Developer shall obtain an income certification form from the proposed Eligible Purchaser certifying that (i) the income of the proposed Eligible Purchaser is truthfully set forth in the income certification form; (ii) the proposed Eligible Purchaser does not own any real estate; and (iii) the proposed Eligible Purchase is not an Ineligible Purchaser.

Developer shall verify the income certification of the proposed Eligible Purchaser by providing the following documents:

- Signed copies of the two most recent years of federal income tax returns (with all schedules and attachments) for all Household members and persons who will appear on title to the Restricted AH Unit. If self-employed, four most recent quarterly tax filings must be provided.

- Copies of three most recent months of checking, savings, and other investment account statements for all Household members and persons who will appear on title to the Restricted AH Unit.

- If applicable:

  - Copy of separation agreement, divorce decree evidencing dissolution of marriage and/or alimony.

  - Paycheck stubs from the proposed Eligible Purchaser's three (3) most recent pay periods.

  - Copy of pension statements.

  - Income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed Eligible Purchaser receives assistance from such agencies.

Developer shall provide copies of all verification documentation to City.

**2.5 Ineligible Purchaser.** No Relative (as defined below) of (a) any employee, officer, board member or shareholder of Developer (or any successor Developer of the Project) or any of its members, affiliates or subsidiaries, or (b) any employee or official of City, may purchase a Restricted AH Unit. "**Relative**" shall mean a parent, children, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent, and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e., in-laws or step relationships).

**2.6 Covenant Agreement for Restricted AH Unit.** In accordance with Section 2.7 below, each Restricted AH Unit shall be subject to the Covenant Agreement for Restricted AH Unit which shall be effective for a period of fifty-five (55) years (unless terminated pursuant to such Covenant Agreement for Restricted AH Unit) commencing on the date of the recordation of (i) the grant deed from Developer to the Eligible Purchaser of the Restricted AH Unit; together with (ii) the Covenant Agreement for Restricted AH Unit and the Covenant Deed of Trust.

**2.7 Close of Escrow for Restricted AH Unit.**

**2.7.1 FMV for Restricted AH Unit.** Developer shall determine the FMV of the Restricted AH Unit which would be the sale price of the Unit if it was not restricted. Developer

may determine the FMV for the Restricted AH Unit based on its sale prices within the Project for comparable Units which shall be confirmed by a written broker opinion. Developer shall provide such information to City regarding the determination of the FMV of the Restricted AH Unit. The FMV of the Restricted AH Unit shall be inserted in the Covenant Agreement for Restricted AH Unit prior to execution by the Eligible Purchaser and City.

**2.7.2 Process for Sale of Restricted AH Unit.** The sale of the Restricted AH Unit to the Eligible Purchaser shall comply with the following requirements.

(a) A full copy of the executed sale agreement between Developer and the Eligible Purchaser shall be provided to City.

(b) The Covenant Agreement for Restricted AH Unit and Fannie Mae Shared Equity Amendment (Form 2200) shall be executed and acknowledged by the Eligible Purchaser and City. Concurrently the Eligible Purchaser shall also execute and acknowledge the Covenant Deed of Trust. The Covenant Agreement for Restricted AH Unit and Fannie Mae Shared Equity Amendment (Form 2200) and Covenant Deed of Trust shall be recorded in the Official Records, subordinate to the First Deed of Trust (as defined in the Covenant Agreement for Restricted AH Unit).

(c) A Request for Notice (as to the First Trust Deed) which shall be recorded at the closing.

(d) A Request for Notice of Delinquency executed by the Eligible Purchaser and City as to the First Trust Deed which shall be recorded at the closing.

(e) The Eligible Purchaser shall provide a certification in a form acceptable to City declaring under penalty of perjury that it is an Eligible Purchaser and such other information as requested by City.

(f) Developer shall provide a certification in a form acceptable to City declaring under penalty of perjury with respect to compliance with this Agreement as to the sale of the Restricted AH Unit.

(g) City shall execute a release of this Agreement from the Restricted AH Unit to be recorded at the close of escrow in accordance with Section 2.9.

(h) Upon close of escrow, escrow holder shall promptly deliver to City (i) conformed copies of all recorded documents, (ii) a copy of the escrow closing statement, (iii) complete final copies of all executed loan documents for the senior loan; and (iv) the Title Policy pursuant to Section 2.8.

**2.8 Title Insurance Policy.** At the close of the escrow for each Restricted AH Unit, an ALTA loan policy of title insurance shall be provided to City insuring the Covenant Deed of Trust subordinate only to the First Trust Deed in the amount of one hundred twenty percent (120%) of the difference between the FMV of the Restricted AH Unit less the purchase price of that Restricted AH Unit ("**Title Policy**"). The cost of the Title Policy shall be paid by Developer.

**2.9 Release.** At the close of escrow for each Restricted AH Unit, this Agreement shall terminate AS TO THAT SPECIFIC RESTRICTED AH UNIT ONLY. City shall execute, acknowledge and deliver to escrow in time for close of escrow, such documentation as reasonably required by the title company to confirm the release of this Agreement as to the applicable Restricted AH Unit.

**2.10 Use of Qualified Third Party.** City may elect to retain a third party who is qualified to provide the financial analysis and verification of each Eligible Purchaser as well as the calculation of the applicable Purchase Price for a Restricted AH Unit. Developer shall reimburse City for the cost of the qualified third party reasonably acceptable to Developer. Keyser Marston Associates is approved as such a qualified third party to provide such services.

## ARTICLE 3. SALES AND RELEASES

**3.1 Timing of Sale of Restricted AH Units.** Developer shall use diligent efforts to market and sell the Restricted AH Units concurrently with the sale of the Market Rate Units. For the issuance of certificates of occupancy for the market rate Units in each phase, Developer must obtain certificates of occupancy for the Restricted AH Units in each phase (which may occur concurrently with issuance of the certificates of occupancy for the market rate Units). Compliance with this requirement may be enforced by City not issuing additional certificates of occupancy for the Market Rate Units until Developer is in compliance. Notwithstanding the foregoing, in accordance with General Condition 21 of the Planning Commission Resolution: (i) in the event any of the Very Low Income Restricted AH Units have not been sold to Very Low Income Households within 6 months of being marketed for sale and provided Developer has made reasonable and customary efforts to sell those Very Low Income Restricted AH Units to Very Low Income Households, then those (formerly) Very Low Income Restricted AH Units may be sold to Low Income Households for an amount that does not exceed the Purchase Price for Restricted AH Unit for Low Income Restricted AH Units; (ii) in the event any of the (formerly) Very Low Income Restricted AH Units, as described in the immediately preceding clause, have not been sold to Low Income Households within 12 months of being marketed for sale and provided Developer has made reasonable and customary efforts to sell those (formerly) Very Low Income Restricted AH Units to Low Income Households, then those (formerly) Very Low Income Restricted AH Units may be sold to Moderate Income Households for an amount that does not exceed the Purchase Price for Restricted AH Unit for Moderate Income Affordable Units; and (iii) in the event any of the Low Income Restricted AH Units have not been sold to Low Income Households within 6 months of being marketed for sale and provided Developer has made reasonable and customary efforts to sell those Low Income Restricted AH Units to Low Income Households, then those (formerly) Low Income Restricted AH Units may be sold to Moderate Income Households for an amount that does not exceed the Purchase Price for Restricted AH Unit for Moderate Income Affordable Units.

**3.2 Release of Market Rate Units.** Provided Developer is in compliance with the requirements in Section 3.1, upon transfer of any Market Rate Unit to an individual owner in conformity with the California Department of Real Estate issued public report ("**White Report**"), the provisions of this Agreement shall terminate with respect to that Market Rate Unit. City shall cooperate with providing any documents which the title company may require to affect the foregoing.

**3.3 Common Area Property.** Upon transfer of common area within the Project to the homeowners association which governs the Project in accordance with the White Report, this Agreement shall automatically terminate with respect to the common area so transferred. City shall cooperate with providing any documents which the title company may require to affect the foregoing.

## ARTICLE 4. DUTIES AND RIGHTS

**4.1 Construction of Project.** As required by the Density Bonus Law, the Restricted AH Units shall be constructed concurrently with the Market Rate Units and the Restricted AH Units shall be dispersed through the Project and are highlighted on the Project Layout.

**4.2 Maintenance.** Until fee title of a Restricted AH Unit is transferred to an Eligible Purchaser, Developer shall, at its sole cost and expense, maintain the interiors and exteriors of the

Restricted AH Units in good, decent, safe and sanitary manner, in accordance with the standard of maintenance of the other Units in the Project.

**4.3 Monitoring.** Representatives of City shall be entitled to inspect and copy any and all records of Developer relating to sales of the Restricted AH Units to Eligible Purchasers at any time, upon reasonable notice, and to conduct an audit of such records. City shall pay the cost of the audit, provided, however, that if the audit discloses a default by Developer, the cost of the audit shall be borne by Developer who shall, upon demand, promptly reimburse City for the cost of the audit. Until a Restricted AH Unit is occupied by an Eligible Purchaser, representatives of City shall, upon reasonable notice to Developer, be entitled to enter the Restricted AH Unit to monitor compliance with this Agreement. City shall have the right to transfer this Agreement and the Covenant Agreement for Restricted AH Unit to any other public agency in its sole discretion.

## ARTICLE 5. ENFORCEMENT

**5.1 Enforcement & Remedies.** This Agreement, without regard to technical classification or designation, shall be binding for the benefit of the City, and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the City, or its successors and assigns are or remain the owner of any land or interest therein to which such covenants relate. In the event of any breach of any such covenants, City, or its successors or assigns, shall be entitled to all rights and remedies available under the law upon the default of the terms of this Agreement by Developer, including to the extent applicable: (a) specific performance of the terms of this Agreement; (b) disgorgement of any amounts of sales proceeds which exceed the Purchase Price for Restricted AH Unit; (c) an award of its reasonable attorneys' fees, specifically including the cost to City of time expended by the office of City Attorney and reasonable expert and attorneys' fees; (iv) damages; (v) right to revoke certificates of occupancy; (vi) record a lien against the Property; and (vii) any other remedies available at law or equity. The rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

**5.2 Indemnification.** Developer shall defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including the payment by Developer of any and all reasonable legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of Developer pursuant to this Agreement. The indemnification obligations of Developer under this Agreement shall survive the expiration or earlier termination of this Agreement.

**5.3 Agreement Appurtenant to Property.** This Agreement is appurtenant to and shall run with the Property as an equitable servitude and covenant in favor of City and shall be binding on all successors of the Property until this Agreement is otherwise terminated.

**5.4 Term.** This Agreement shall terminate and be of no further force or effect (except as specified below) upon the last to occur (i) all Restricted AH Units have been sold to qualified Eligible Purchasers in accordance with this Agreement as evidenced by a recorded grant deed; and (ii) the Covenant Agreement for Restricted AH Unit and Covenant Deed of Trust have been executed by the Eligible Purchaser of each of the Restricted AH Units and recorded against the Restricted AH Unit concurrently with the grant deed. Notwithstanding the termination of this Agreement of record, the provisions of Sections 5.1, 5.2 and 6.1 shall remain in full force and effect as the personal obligation of Developer to City or City to Developer, as applicable.

**5.5 Further Assurances; City Manager Authority.** The parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time

be reasonably necessary or appropriate to effectuate the purpose of this Agreement. Except as otherwise expressly provided in this Agreement, approvals or consents required of City shall be deemed granted by the written approval of City Manager or his/her designee. City Manager is also authorized to execute any further documents on behalf of City, including the Covenant Agreement for Restricted AH Unit and any subordination agreements for the sale of the Restricted AH Unit. Notwithstanding the foregoing, City Manager or designee may, in his or her sole and absolute discretion, refer to City Council any item requiring City approval.

**5.6 Cooperation Covenant.** The parties agree to cooperate with each other to effectuate the intent of this Agreement including, but not limited to, modifying some provisions in this Agreement (and the Covenant Agreement for Restricted AH Unit) as may be reasonably required by the California Department of Real Estate or other applicable governmental agencies.

**5.7 Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

## ARTICLE 6. GENERAL PROVISIONS

**6.1 Attorney's Fees and Costs.** If any action or proceeding is brought by either party against the other under this Agreement, whether for interpretation, enforcement or otherwise, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

**6.2 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

**6.3 Construction.** The provisions of this Agreement shall be liberally construed for the purpose of effecting the intent under the Density Bonus Law and Planning Commission Resolution to increase the number of affordable dwellings in City. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**6.4 Amendments.** This Agreement may only be amended or modified by written agreement executed by Developer and City and recorded in the Official Records of Los Angeles County.

**6.5 Notices.** Formal notices, demands and communications between City and Developer shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of City and Developer. Such notices, demands and communications, if given in person, shall be deemed given when delivered, and, if given by mail, shall be deemed given three (3) business days after deposit in the mail. If delivered by national overnight carrier service, it shall be deemed to have been delivered the following business day. Such written notices, demands and communications may be sent to the following addresses unless either party designates by notice a different address:

| | |
|---|---|
| To Developer: | KB Home Greater Los Angeles, Inc.<br>25152 Springfield Court, Suite 180<br>Valencia, CA 91355<br>Attn: Mr. Ron Mertzel |
| With copy to: | KB Home<br>10990 Wilshire Blvd., 7th Floor<br>Los Angeles, CA 90024<br>Attn: Phil Darrow, Esq. |
| To City: | City of South El Monte<br>1415 Santa Anita Avenue<br>South El Monte, CA 91733<br>Attn: City Manager |
| With a copy to: | Susie Altamirano, City Attorney<br>Olivarez Madruga Law<br>Organization, LLP<br>500 S. Grand Avenue<br>12th Floor<br>Los Angeles, CA 90071 |

**6.6 Conflicts of Interest.**

**6.6.1** No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

**6.6.2** Developer warrants that it has not paid or given, and will not pay or give, any person any money or other consideration for obtaining this Agreement, other than normal fees paid to Developer's independent contractors, attorneys, and consultants.

**6.7 Non-liability.** No member, official, employee, attorney or consultant of City shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement. No director, officer, employee, attorney or consultant of Developer shall be personally liable to City, or any successor in interest of City, in the event of any default or breach by Developer or for any amount which may become due to City or to its successor, or on any obligations under the terms of this Agreement.

**6.8 Qualification; Authority.** Each individual executing this Agreement on behalf of Developer, represents, warrants and covenants to City that (a) Developer is duly formed and authorized to do business in the state of its incorporation, (b) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of such entity, and (c) Developer is bound under the terms of this

Agreement.

**6.9 Assignment Prohibited.** Developer shall not assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's sole discretion. However, if any such assignment or transfer is to a purchaser of the entire Project, City shall not unreasonably withhold or delay its consent of the assignment provided that the purchaser shall assume all obligations under this Agreement in a form satisfactory to City.

**6.10 No Waiver.** The failure of City to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

**CITY:**

CITY OF SOUTH EL MONTE,
a municipal corporation

By: _____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Susie Altamirano
City Attorney

**DEVELOPER:**

KB HOME GREATER LOS ANGELES INC., a California corporation

By: _____
Keltie B. Cole, President

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

STATE OF CALIFORNIA )
)
COUNTY OF_____ )

On _____ 2024, before me,_____, Notary

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

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

WITNESS my hand and official seal.

_____

[SEAL]

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

STATE OF CALIFORNIA )
)
COUNTY OF_____ )

On _____ 2024, before me,_____, Notary

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

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

WITNESS my hand and official seal.

_____

[SEAL]

## EXHIBIT A

## Legal Description of the Property

That certain real property in City of South El Monte,

County of Los Angeles,

State of California legally described as follows:

PARCEL 1: (APN: 8102-037-020 AND 8102-037-022)

PARCEL 1 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. 20160296565 OF OFFICIAL RECORDS, BEING THAT PORTION OF LOT 30, TRACT NO. 621, IN THE CITY OF SOUTH EL MONTE, COUNTY CF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 15, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT DISTANT NORTHERLY THEREON 100 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF SAID LOT DISTANT WESTERLY THEREON 100 FEET FROM SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 200 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 300 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE EASTERLY LINE OF THE WESTERLY 52 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 500 FEET OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 100 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 8102-037-024)

PARCEL 2 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. 20160296565 OF OFFICIAL RECORDS, BEING LOT 29 OF TRACT 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 15 PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 8102-035-017)

THAT PORTION OF LOT 12, OF TRACT 621, IN THE RANCHO POTRERO GRANDE, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, DISTANT SOUTH ALONG SAID EAST LINE, 250 FEET FROM THE SOUTHEAST CORNER OF LOT 22, BLOCK "C" OF TRACT 11814, AS PER MAP RECORDED IN BOOK 216 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO TUNIS ANTHONY KOLL AND WIFE, RECORDED DECEMBER 27, 1946 IN BOOK 24017 PAGE 407 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF OF

THE LAND SO CONVEYED, TO A POINT IN THE SOUTH LINE OF SAID LOT 12, DISTANT WEST ALONG SAID SOUTH LINE, 150 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EAST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 150 FEET TO SAID SOUTHEAST CORNER OF LOT 12; THENCE NORTH ALONG SAID EAST LINE OF LOT 12 TO THE POINT OF BEGINNING.

EXCEPT ALL PETROLEUM, OIL AND ASPHALTUM, GAS AND ALL HYDROCARBONS IN, ON OR UNDER THE SOUTH HALF OF LOT 12, EXCEPTED AND RESERVED BY LINUS J. NIEMEYER AND CHRISTA MIEMEYER AS PER DEED RECORDED JULY 7, 1948 INSTRUMENT NO. 546, OF OFFICIAL RECORDS.

**EXHIBIT B**

**PROJECT LAYOUT**

# Starlite Site Plan

Built on Relationships

November 25, 2024

## EXHIBIT C

## Sample Computation of Purchase Price for Restricted AH Units

**TABLE 1**

**MAXIMUM HOUSEHOLD INCOMES**
**INCOME QUALIFICATION TESTS**
**OCTOBER 1 - DECEMBER 31, 2024**
**SOUTH EL MONTE, CALIFORNIA**

| | Very Low Income Households H&SC §50105 | Low Income Households H&SC §50079.5 | Moderate Income Households H&SC §50093 |
|---|---|---|---|
| 1 Person Household | $48,550 | $77,700 | $82,500 |
| 2 Person Household | $55,450 | $88,800 | $94,300 |
| 3 Person Household | $62,400 | $99,900 | $106,050 |
| 4 Person Household | $69,350 | $110,950 | $117,850 |
| 5 Person Household | $74,900 | $119,850 | $127,300 |
| 6 Person Household | $80,450 | $128,750 | $136,700 |
| 7 Person Household | $86,000 | $137,600 | $146,150 |
| 8 Person Household | $91,550 | $146,500 | $155,550 |

**TABLE 2**

**AFFORDABLE SALES PRICE CALCULATIONS** [1]
**H&SC SECTION 50052.5 CALCULATION METHODOLOGY**
**OCTOBER 1 - DECEMBER 31, 2024**
**SOUTH EL MONTE, CALIFORNIA**

| | | | Townhomes | | Single Family Homes |
|---|---|---|---|---|---|
| | | | Very Low Income Two-Bedroom Units | Low Income Two-Bedroom Units | Moderate Income Three-Bedroom Units |
| **I.** | **Income Information** | | | | |
| | Benchmark Household Size | | 3 | 3 | 4 |
| | Area Median Income (AMI) | [2] | $88,400 | $88,400 | $98,200 |
| | Percentage of AMI Used for Calculations | | 50% | 70% | 110% |
| | Household Income Used for Calculations | | $44,200 | $61,880 | $108,020 |
| | % of Income Allocated to Housing | | 30% | 30% | 35% |
| | Household Income Allotted to Housing | | $13,260 | $18,560 | $37,810 |
| **II.** | **Ongoing Expenses** | | | | |
| | Annual Utilities Allowance | [3] | $3,120 | $3,120 | $3,804 |
| | Annual HOA Dues | [4] | 4,740 | 4,740 | 2,952 |
| | Annual Maintenance Allowance | [5] | 600 | 600 | 600 |
| | Property Taxes @ 1.15% of ASP | [6] | 684 | 1,440 | 4,339 |
| | **Total Expenses** | | $9,144 | $9,900 | $11,695 |
| **III.** | **Income Available for Mortgage** | | $4,116 | $8,660 | $26,115 |
| **IV.** | **Affordable Sales Price** | | | | |
| | Supportable Mtg @ 6.12% Interest | [7] | $56,500 | $118,800 | $358,400 |
| | Benchmark Down Payment @ 5% ASP | | 3,000 | 6,300 | 18,900 |
| | **Maximum Affordable Sales Price** | | $59,500 | $125,100 | $377,300 |

[1] The Affordable Sales Price are updated on the first day of each calendar quarter to reflect changes in the Area Median Income, the utilities allowances, and mortgage interest rates.
[2] Based on the 2024 Area Median Income published by HCD.
[3] Based on the based on the LACDA All Electric Single Family Home utility allowance schedule effective as of 7/1/24. Monthly Utilities Allowance @ $260 for the Two-Bedroom Units and $317 for the Three-Bedroom Units.
[4] Monthly HOA Dues @ $395 for the Townhomes and $246 for the Single Family Homes.
[5] Monthly Maintenance Allowance @ $50.
[6] Based on the assumption that the units are subject to long-term income and affordability covenants.
[7] Based on the average interest rate for a 30-year fixed interest rate fully amortizing mortgage loan published by Freddie Mac for the week of October 3, 2024.

## EXHIBIT D

## Covenant Agreement for Restricted AH Unit

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91711
Attn: City Clerk

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from recording fee per Gov. Code §§ 27383 & 6103

**AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST**

Owner: _____

Residence: _____
South El Monte, California

THIS AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST ("**Agreement**") is entered into as of this____day of_____, 2025 ("**Agreement Date**") by and between CITY OF SOUTH EL MONTE, a California municipal corporation ("**City**"), and _____ (jointly and severally "**Owner**"). City and Owner are sometimes referred to as a "**Party**" and jointly as the "**Parties**."

**RECITALS**

**A.** Concurrently with the recordation of this Agreement, Owner has acquired that certain residence located at_____in City of South El Monte, County of Los Angeles, State of California, and legally described in Exhibit A attached hereto and incorporated by reference ("**Residence**").

**B.** The Residence is part of that certain residential development commonly known as "_____" ("**Project**") which was developed by KB HOME GREATER LOS ANGELES INC., a California corporation ("**Developer**").

**C.** As a condition to developing the Project, Developer was required to record covenants to designate and restrict twenty-one (21) of the units in the Project as affordable housing. Developer and City entered into that certain Master Affordable Housing Covenant and Density Bonus Agreement dated_____, 2025 recorded on_____, 2025 as Instrument No. _____ in the Official Records of Los Angeles County ("**Developer Agreement**").

**D.** Pursuant to the Developer Agreement, the use, occupancy and transfer of the Residence is restricted to qualified _-Income purchasers to ensure its continued availability to Income Households (as defined below) for a period of at least fifty-five (55) years. The term " **Income Household**" means a household whose Gross Income, as defined in California Code of Regulations Title 25 Housing and Community Development Section 6914, meets the standards defined in Section_____ of the California Health &Safety Code Section and

applicable regulations adopted by HCD, including Subchapter 2 of Division 1 of Title 25 of the California Code of Regulation (beginning at Section 6910) ("**HCD Laws/Regulations**").

**E.** Owner is acquiring the Residence pursuant to the Developer Agreement for a purchase price of_____Dollars ($_____) ("**Original Sales Price**") which amount is less than the fair market value of the Residence which is agreed to be _____ Dollars ($_____) as of the Effective Date ("**Original Fair Market Value**"). In consideration for acquiring the Residence at less than its Original Fair Market Value, Owner agrees that the Residence shall be restricted by the covenants and restrictions as set forth in this Agreement.

**F.** This Agreement is secured by a deed of trust executed by Owner and recorded concurrently with this Agreement in the Official Records ("**Deed of Trust**").

NOW, THEREFORE, in consideration for Owner acquiring the Residence for less than the Original Fair Market Value, Owner agrees to the following covenants and restrictions which shall run with the Residence in favor of the City.

**1. DEFINITIONS.**

The following terms shall have the definitions below which can be found in the referenced sections:

"Agreement" – Preamble (page 1).

"Agreement Date" – Preamble (page 1).

"Alternative Sale" – Section 10(b).

"Base Price" – Section 12.1.

"Breach Notice" – Section 14.

"City" – Preamble (page 1).

"City's Share of Appreciation" – Section 13.2.

"Deed of Trust" – Recital F.

"Default Interest" – Section 13.2.

"Default Purchase Exercise Notice" – Section 15.1.

"Default Purchase Option" – Section 15.1.

"Effective Date" – Section 2.

"Eligible Purchaser" – Section 11.2.

"Eligible Transfer" – Section 11.

"Exercise Notice" – Section 8.

“Exercise Price” – Section 8.

“Fair Market Value” – Section 9.1.

“First Lender” – Section 21.1.

“First Deed of Trust” – Section 21.1.

“Gross Income – Recital D.

“HCD Laws/Regulations” – Recital D.

“Increased Base Price” – Section 12.1.

“Ineligible Purchaser” – Section 10(b).

“Initial Subsidy” – Section 13.2.

“___Income Household” – Recital D.

“Notice of Default” – Section 14.

“Official Records” – Section 2.

“Option” – Section 8.

“Original Fair Market Value” – Recital E.

“Owner” – Preamble (page 1).

“Owner’s Share of Appreciation” – Section 13.3.

“Project” – Recital B.

“Proposed Purchaser” – Section 10.

“Relative” – Section 3.

“Residence” – Recital A.

“Restricted Sales Price” – Section 12.

“Restrictive Covenants” – Section 11.1(e).

“Subordination Agreement” – Section 21.2.

“Term” – Section 2.

“Total Appreciation” – Section 13.4.

“Transfer” – Section 5.

“Transfer Notice” – Section 7.

"Value of Capital Improvements" – Section 12.2.

**2. TERM OF AGREEMENT.** The covenants, restrictions and equitable servitudes in this Agreement shall burden the Residence and run in favor of and for the benefit of, City. The term of this Agreement shall commence on the date this Agreement is recorded ("**Effective Date**") in the Official Records of Los Angeles County ("**Official Records**") and shall continue for a term of fifty-five (55) years, unless otherwise terminated as set forth in this Agreement including, but not limited to, Sections 8, 13 and/or 17 ("**Term**").

**3. OWNER CERTIFICATIONS.** Owner certifies to City that (i) the financial and other information previously provided in order to qualify to purchase the Residence was true, correct and complete; (ii) Owner does not own any other residential property as of the Agreement Date; (iii) Owner intends to occupy the Residence as Owner's principal place of residence; and (iv) Owner is not a Relative (as defined below) of any employee, officer, board member or shareholder of Developer (or any successor Developer of the Project) or any of its members, affiliates, or subsidiaries, or of any employee or official of City. "**Relative**" shall mean a parent, child, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships).

**4. LEASING AND OCCUPANCY OF RESIDENCE; ANNUAL CERTIFICATION.**

**4.1. Occupancy of Residence.** Owner shall continuously occupy the Residence as his/her/their principal residence and the Residence shall be used as the primary residence of the Owner and Owner's household and for no other purpose. City may grant a temporary written waiver of this occupancy requirement for good cause in its reasonable discretion. No more than __( ) persons shall occupy the Residence, not including children born after the Effective Date.

**4.2. Leasing of Residence.** Owner may not lease any portion of the Residence.

**4.3. Annual Certification.** On an annual basis, Owner shall provide a certification in a form required by City that the Residence is owned and occupied by Owner.

**5. TRANSFER OF RESIDENCE.** "**Transfer**" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest under a land sale contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by devise, or inheritance to an existing spouse, children, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, shall not be considered a Transfer for the purposes of this Agreement.

**6. REFINANCE OF RESIDENCE.**

**6.1 Refinancing of First Deed of Trust.** Subject to Section 6.3, Owner may refinance a loan secured by a First Deed of Trust (defined in Section 20.1) encumbering the Residence provided that City has previously reviewed and approved in writing the terms and conditions thereof including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, any documentation pertaining to the subordination or enforcement of this Agreement, and the costs and fees associated with the making of the proposed loan. Owner must have received the written approval of the proposed loan by City prior to the date of its closing. In the event of a proposed refinance that includes a principal amount in excess of that needed to repay the loan secured by the First Deed

of Trust, any approval by City shall include conditions which, in the sole discretion of City, are warranted in order to insure the continued affordability of the Residence. Any refinancing of a First Deed of Trust that has not been previously approved by City shall constitute a default under this Agreement.

**6.2 Junior Liens.** Subject to Section 6.3, Owner may enter into a loan secured by a lien junior and subordinate to this Agreement provided that (i) the proceeds of each loan shall be used solely to pay for repairs or the construction of improvements to the Residence which improvements are consistent with all applicable covenants and restrictions of the Project; (ii) City has previously reviewed and approved the terms and conditions thereof, including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, the costs and fees associated with the making of the proposed loan, and the nature and costs of the proposed repairs or the construction of improvements, to be paid with the proceeds thereof; and (iii) Owner shall have received the written approval of the proposed loan by City prior to the date of its closing. Without limiting the foregoing, the proceeds of the proposed loan shall not be used to pay for the construction of improvement of a luxury nature such as ground pools, spas, or interior or exterior decorative items, or improvements with an unreasonable useful life. The failure of Owner to comply fully with the provisions of this subsection when entering into a loan that is secured by a lien junior and subordinate to this Agreement shall constitute a default under this Agreement.

**6.3 Notification Prior to Encumbrance or Hypothecation.** If Owner desires to refinance a First Deed of Trust pursuant to Section 6.1, or to borrow funds for a new loan to be secured by a junior lien encumbering the Residence the proceeds of which are to be used to pay for repairs or the construction of improvements to the Residence pursuant to Section 6.2, prior written approval of City is required. Owner must request such approval in writing at least thirty (30) days prior to the recordation of a lien securing any such refinancing or loan, Owner shall submit in writing the following information and the applicable documents:

i. Name and address of lender.

ii. Terms of the loan, including, but not limited to, principal, interest rate, term, and loan fees.

iii. Closing date of the loan.

iv. Copy of all proposed escrow instructions, loan applications, security agreement, loan documents, and other agreements between Owner and the lender.

v. Written documentation of compliance with the conditions for City approval as set forth in Section 6.1 and 6.2, as applicable.

vi. Other written documentation reasonably requested by City.

City shall have fifteen (15) business days after its receipt of all of such information to approve or disapprove the proposed refinancing or loan. If the City does not issue its written approval within the fifteen (15) business day period, the loan shall be deemed disapproved.

**7. NOTICE OF INTENDED TRANSFER.** In the event Owner intends to Transfer or vacate the Residence, Owner shall promptly notify City in writing of such intent delivered at least ninety (90) days prior to the actual date of the proposed Transfer or vacation of the Residence ("**Transfer Notice**").

**8. CITY PURCHASE OPTION.** Upon City's receipt of a Transfer Notice, City shall have the option, but not the obligation, to purchase the Residence for the Exercise Price (defined below) ("**Option**"). City may exercise its Option to purchase the Residence by delivering written notice of exercise to Owner within thirty (30) days of receipt of the Transfer Notice ("**Exercise Notice**"). Within ninety (90) days of the date of the Exercise Notice, City shall purchase the Residence at the **lesser** of: (i) the Fair Market Value of the Residence, or (ii) Restricted Sales Price calculated pursuant to Section 12 ("**Exercise Price**"). City may assign its right to purchase the Residence to an Eligible Purchaser or to a governmental agency or nonprofit organization that is devoted to developing or preserving low and moderate income housing. After a Transfer, if the City does not exercise the Option, the Option rights set forth herein shall remain in full force and effect and apply to any future Transfer of the Residence during the Term.

**9. FAIR MARKET VALUE.**

**9.1.** After the Effective Date, the term "**Fair Market Value**" shall have the meaning ascribed in Section 1263.320 of the California Code of Civil Procedure, as it now exists or may subsequently be amended and shall be determined by a real estate appraiser selected by City. The appraiser shall have been previously approved by the Federal National Mortgage Association or the Federal Housing Administration and at the time of the appraisal shall be on the list of approved single-family housing appraisers. If possible, the appraisal shall be based upon properties sold in the market during the three (3) month period prior to the date of the Transfer Notice. The cost of the appraisal shall be divided equally between City and Owner. In the event that improvements to the Residence have been made by Owner that increase the value of the Residence, or if damage to the Residence has occurred or deferred maintenance while Owner owned the Residence has decreased the value of the Residence, the appraisal shall specifically ascribe a value to these adjustment factors and state what the Fair Market Value of the Residence would be without such adjustments. Nothing in this Section shall preclude Owner and City from establishing the Fair Market Value of the Residence by mutual written agreement in lieu of an appraisal pursuant to this Section.

**9.2.** If no appraisal has been conducted pursuant to Section 9.1, and it is necessary to determine the Value of Capital Improvements made to the Residence by Owner, such determination shall be made by a real estate appraiser selected by City. The cost of the appraisal shall be divided equally between City and Owner.

**10. TRANSFER BY OWNER.** If City does not exercise its Option under Section 8, Owner may sell the Residence to a person of Owner's choosing ("**Proposed Purchaser**") subject to the following limitations:

**a. Transfer to Eligible Purchaser:** If Owner transfers the Residence in a transaction that meets the Eligible Transfer requirements in Section 11, the maximum amount that Owner may receive for the Transfer shall be the Restricted Sales Price and the transfer shall comply with the requirements in Section 11.

**b. Transfer by Alternative Sale:** If Owner transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 11, or is in Ineligible Purchaser as defined in Section 2.5, or fails to provide Transfer Notice as required by Section 7("**Alternative Sale**"), the gross proceeds of such sale shall be divided between Owner and City pursuant

to Section13.

**11. ELIGIBLE TRANSFER.** A Transfer of the Residence that meets the requirements set forth in this Section 11 shall qualify as an approved Transfer to an Eligible Purchaser (as defined below) ("**Eligible Transfer**").

**11.1. Disclosures and Submittals.** Owner and the Proposed Purchaser shall provide the following information in writing and documents to City:

a. The name, address and telephone number of the Proposed Purchaser.

b. Financial information certified by the Proposed Purchaser in a form acceptable to City and any other supporting documentation requested by City which shall include authorization for City to verify the information provided. The financial information shall be used by City to determine the income eligibility of the Proposed Purchaser as a Income Household in accordance with HCD Laws/Regulations.

c. The proposed sales contract, escrow instructions and all other related documents that shall set forth the terms of the sale of the Residence.

d. A written certification from Owner and the Proposed Purchaser in a form acceptable to City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to City, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void or pursue damages, notwithstanding the fact that the sale may have closed and become final as between Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and the Proposed Purchaser for the return of any monies paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

e. Restrictive Covenants in favor of the City executed and acknowledged by the Proposed Purchaser with substantially the same terms as the terms of this Agreement in a form acceptable to the City ("**Restrictive Covenants**"). City's approval of the proposed sale shall be effective upon the recordation in the Official Records of both the Restrictive Covenants and a request for notice of default under the First Deed of Trust in favor of City. City may require the Proposed Purchaser to pay a reasonable fee to City and reimburse it for out-of-pocket costs to cover the costs of administering its right and obligations under this Agreement.

f. Upon the close of the proposed sale, the escrow must provide to City a conformed copy of the recorded Restrictive Covenants, a Request for Notice of

Delinquency and the Request for Notice, a copy of the final sales contract, settlement statement, escrow instructions, an endorsement updating the City's loan title insurance policy and any other document that City may reasonably request.

**11.2. Eligibility of Purchaser.** A Proposed Purchaser who meets the following requirements shall be an "**Eligible Purchaser**":

a. Each Proposed Purchaser shall certify to City in a form acceptable to City that he or she will occupy the Residence as his or her principal residence;

b. Each Proposed Purchaser shall not own any other real property; and

c. The combined Gross Income for all household members of the Proposed Purchaser qualifies as a _____ Laws/Regulations.
Income Household in accordance with HCD.

**12. DETERMINATION OF SALES PRICE.** The maximum sales price ("**Restricted Sales Price**") that Owner shall receive for an Eligible Transfer of the Residence shall be the Increased Base Price as adjusted by Section 12.2, but, in no event, shall the sales price exceed the amount specified in Section 50052.5 of the Health & Safety Code and HCD Laws/Regulations.

**12.1. Increased Base Price.** The "**Base Price**" of the Residence means the purchase price paid by Owner (which is set forth in Recital E for the initial Owner), inclusive of closing costs actually paid by Owner. The "**Increased Base Price**" of the Residence means the Base Price, increased by the percentage of increase for a ____ Income Household adjusted for family size, for Los Angeles County as published by the California Department of Housing and Community Development as determined by California Health & Safety Code Section 50000 et seq. and applicable regulations adopted from time to time. The increase in household income shall be computed from the date of the original purchase of the Residence by Owner to the date of Transfer Notice. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, City may use or develop such other reasonable method as it may choose in order to determine such increase in income.

**12.2. Adjusted Increased Base Price.** The Increased Base Price shall also be adjusted for the Value of Capital Improvements. The "**Value of Capital Improvements**" shall mean the value of substantial structural or permanent fixed improvements that cannot be removed without substantial damage to the Residence or substantial or total loss of value of the improvements. No such valuation shall be made except for improvements (i) made or installed by or under the direction of Owner and permitted by the covenants restricting the Project; (ii) approved in advance by City or its designee; and (iii) with an initial cost of Two Thousand Dollars ($2,000) or more. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the increase in value of the Residence by reason of the improvements, and shall be determined by agreement of City and Owner, or, in the event of failure to agree, by appraisal pursuant to Section 9.2.

**13. ALTERNATIVE SALE & PAYMENT TO CITY.** If a Transfer is not to an Eligible Purchaser (i.e., an Alternative Sale), Owner and City shall each receive a portion of the proceeds of the sale pursuant to this Section.

**13.1. Disclosures and Submittals**. Owner and Proposed Purchaser shall deliver to City the same information and documents as required by Section 11.1, except that (i) the financial

statement of the Proposed Purchaser described in Section 11.1(b), and (ii) the Restrictive Covenants described in Section 11.1(e) and 11.1(f), shall not be required.

**13.2. Amount Paid to City.** City shall be entitled to receive the lesser of (i) its Initial Subsidy (defined below) plus the City's proportionate share of appreciation, and (ii) the sales price (provided the sales price is equal to Fair Market Value). The City's proportionate share of the Total Appreciation (defined in Section 13.4) shall be equal to the ratio of the City's Initial Subsidy to the Fair Market Value at the time of the initial sale to Owner ("**City's Share of Appreciation**"). City's Initial Subsidy means the Original Fair Market Value (as defined in Recital E) minus the Original Sales Price (as defined in Recital E), plus any down payment assistance from City ("**Initial Subsidy**").

City's share of sale proceeds shall be paid to City directly from escrow upon close of the Alternative Sale. In the event the amount due to City is not paid when due, the amount due to City shall accrue interest at the rate of ten percent (10%) per annum but not to exceed the (maximum amount permitted by law, commencing on the date said amount should have been paid to City until said amount is actually paid to City ("**Default Interest**").

**13.3. Amount Paid to Owner.** Owner shall be entitled to receive the sum of (i) his/her/their down payment, (ii) the Value of Capital Improvements, if any, plus (iii) the Owner's Share of Appreciation, but less (a) any amounts to pay off the First Lender and any other liens, and (b) closing costs to be paid by Owner. "**Owner's Share of Appreciation**" shall be the Total Appreciation of the Residence less the City's Share of Appreciation.

**13.4.** "**Total Appreciation**" shall mean Fair Market Value (as defined in Section 9.1) at the time of the sale, less the sum of (i) the Fair Market Value at the time of original acquisition and (ii) the Value of Capital Improvements.

**14. DEFAULTS AND REMEDIES.** Upon a breach of this Agreement or the Deed of Trust by Owner, City shall give written notice to Owner specifying in reasonable detail the nature of the breach ("**Breach Notice**"). If the breach is not cured to the satisfaction of City within (i) ten (10) days after delivery of the Breach Notice for failure to pay any sums due to the City under this Agreement; (ii) within thirty (30) days after delivery of the Breach Notice for failure to cure any non-monetary breach, and (iii) within thirty (30) days after recordation of a notice of default under any senior note or trust deed, City may thereafter elect to declare Owner in default under this Agreement by delivering a notice of default to Owner and First Lender ("**Notice of Default**").

Immediately following the Notice of Default, City may apply to a court of competent jurisdiction for specific performance of this Agreement, or for any such other relief at law or in equity as may be appropriate, including foreclosure of the Deed of Trust for the amount the amounts to be paid to City pursuant to this Agreement including its attorney's fees.

**15. NON-LIABILITY OF CITY.** City shall not be liable or obligated to Owner or any successor-in-interest to Owner by reason of its option to purchase under Section 8 or for any failure to exercise its option to purchase under those Sections.

**16. FANNIE MAE REQUIREMENTS.**

**16.1 Insurance Settlements and Condemnation Proceeds**. The holder of the First Deed of Trust shall have first claim to insurance settlements and condemnation proceeds.

**16.2 Termination Upon Foreclosure or Deed in Lieu of Foreclosure**. The provisions

of this Agreement shall automatically terminate and be of no further force and effect upon a foreclosure or deed in lieu of foreclosure. Any mortgagee who forecloses or accepts a deed in lieu of foreclosure shall take title free and clear of this Agreement and the covenants, conditions and restrictions set forth herein, and the City shall not be entitled to any proceeds from future sales or transfer of the property after foreclosure or acceptance of a deed in lieu of foreclosure.

**16.3 Non-Applicability to Private Loans**. To the extent Owner obtains a loan from a private individual, the provisions of this Section 16 shall not apply. Notwithstanding the foregoing, the provisions of this Section 16 are intended to fully comply with all requirements of Fannie Mae and nothing contained in this Section 16.3 shall be deemed to supersede any requirements of 16.1 or 16.2 as to any Fannie Mae loan.

**17. RESTRICTIONS OF FORECLOSURE PROCEEDS.** If a creditor acquires title to the Residence through a deed in lieu of foreclosure, a trustee's deed upon foreclosure sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the amount Owner would have received by a sale in accordance with Section 11. Owner hereby irrevocably instructs the holder of such excess proceeds to pay such proceeds to City as consideration for the regulatory requirements of City allowing the Residence to be sold to a household that would not otherwise have been able to afford it.

**18. COVENANTS RUN WITH THE LAND.** Notwithstanding any other provision of law, this Agreement shall run with the land and shall be enforceable against Owner and successors-in-interest by the City..

**19. SUPERIORITY OF RESTRICTIVE COVENANT.** Owner covenants that he/she/they have not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between Owner (and its successors) and City.

**20. RIGHTS OF BENEFICIARIES UNDER FIRST DEED OF TRUST.**

**20.1** This Agreement shall not diminish or affect the rights of the First Lender under the First Deed of Trust or any subsequent First Deed of Trust recorded against the Residence after the Effective Date in accordance with Section 6. For purposes of this Agreement, "**First Lender**" shall be the lender of a purchase money loan used for purchase of the Residence which loan is secured by a deed of trust in first position on record title to the Residence as well as a permitted refinancing permitted under Section 6 ("**First Deed of Trust**").

**20.2** Upon written request from Owner, City shall execute a subordination agreement in a form reasonably required by the First Lender subordinating this Agreement to the lien of a First Deed of Trust provided that the First Lender agrees (i) to provide notice of any default to City concurrently with such notice being provided to Owner, and (ii) to permit the City to cure any default under the First Deed of Trust ("**Subordination Agreement**"). Any Subordination Agreement shall only run to the benefit of the First Lender and any subsequent holder of the First Deed of Trust but shall not affect the rights and obligations of City and Owner under this Agreement including, but not limited to, Section 15.

**21. INVALID PROVISIONS.** If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. GOVERNING LAW.** This Agreement shall be interpreted under the laws of the State of California.

**23. NOTICES.** All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt as follows:

| | |
|---|---|
| To Owner: | At the address of the Residence |
| To City: | City of South El Monte<br>1415 Santa Anita Avenue<br>South El Monte, CA 91733<br>Attn: City Manager |
| With copy to: | City of South El Monte<br>1415 Santa Anita Avenue<br>South El Monte, CA 91733<br>Attn: City Attorney |
| To First Lender: | At the address shown on the First Deed of Trust. |

A Party may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 23.

**24. ATTORNEY'S FEES.** Should either Party incur attorney's fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing Party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing Party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

**25. AGREEMENT APPURTENANT TO RESIDENCE.** This Agreement is appurtenant to and shall run with the Residence as a covenant and equitable servitude in favor of City and shall be binding on all subsequent owners of the Residence.

**26. FURTHER ASSURANCES.** The Parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be necessary or appropriate to effectuate the purpose of this Agreement. The City Manager is authorized to execute any further documents on behalf of City.

**27. AMENDMENT OR MODIFICATION**. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by Developer and City.

**28. CONSTRUCTION.** This Agreement shall be construed according to its fair meaning as if prepared by both Parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**29. NO WAIVER**. The failure of City to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

**30. ENTIRE AGREEMENT.** This Agreement, together with its specific references, attachments, Exhibits incorporated here and all documents executed pursuant hereto, constitute the entire understanding and agreement of the Parties and supersedes all prior negotiations, discussions and previous agreements between City and Owner concerning all or any part of the subject matter of this Agreement. The Recitals are incorporated herein and made a part of this Agreement.

**31. AUTHORITY.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such break would have a material effect herein.

**32. GOOD FAITH COVENANT.** The Parties agree to cooperate in good faith to effectuate the intent of this Agreement.

**33. NO THIRD PARTY BENEFICIARIES.** This Agreement and all provisions hereof are made and entered into for the sole protection and benefit of the City and Owner and their successors and assigns as may be approved in accordance with this Agreement. No other person shall have a right of ~~action based upon any provision of this~~ Agreement. _____

**34. COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**"OWNER"** **"CITY"**

_____
Name: _____

Name: _____

CITY OF SOUTH EL MONTE,
a municipal corporation

By: _____

ATTEST:

_____
_____
City Clerk

APPROVED AS TO FORM:

By: _____
Susie Altamirano, City Attorney

**EXHIBIT E**

**Covenant Deed of Trust**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91711
Attn: City Clerk

Exempt from payment of recording fees pursuant to Government Code § 6103.

# DEED OF TRUST WITH ASSIGNMENT OF RENTS

*(Securing Affordable Housing Covenants)*

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the _ day of _____, 202_, by _____ (as "**Trustor**"), whose address is ____ South El Monte, California_____, to FIDELITY NATIONAL TITLE INSURANCE COMPANY (as "**Trustee**"), for the benefit of the CITY OF SOUTH EL MONTE, a California municipal corporation (as "**Beneficiary**"), whose address is 1415 Santa Anita Avenue, South El Monte, CA 91711.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of South El Monte, County of Los Angeles, State of California, described as set forth on Exhibit A attached hereto and hereby incorporated herein by reference ("**Property**") together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust of even date herewith between Trustor and Beneficiary, and extensions of modifications thereof which is being recorded concurrently herewith ("**Affordable Housing Agreement**"); (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of any and all sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

***THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND HEREBY INCORPORATED BY REFERENCE.***

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

| COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alameda | 1288 | 556 | Kings | 858 | 713 | Placer | 1028 | 379 | Sierra | 38 | 187 |
| Alpine | 3 | 130-31 | Lake | 437 | 110 | Plumas | 166 | 1307 | Siskiyou | 506 | 762 |
| Amador | 133 | 438 | Lassen | 192 | 367 | Riverside | 3778 | 347 | Solano | 1287 | 621 |
| Butte | 1330 | 513 | Los Angeles | T-3878 | 874 | Sacramento | 5039 | 124 | Sonoma | 2057 | 427 |
| Calaveras | 185 | 338 | Madera | 911 | 136 | San Benito | 300 | 405 | Stanislaus | 1970 | 56 |
| Colusa | 323 | 391 | Marin | 1849 | 122 | San Bernardino | 6213 | 768 | Sutter | 655 | 585 |
| Contra Costa | 4684 | 1 | Mariposa | 90 | 453 | San Francisco | A-804 | 596 | Tehama | 457 | 183 |
| Del Norte | 101 | 549 | Mendocino | 667 | 99 | San Joaquin | 2855 | 283 | Trinity | 108 | 595 |
| El Dorado | 704 | 635 | Merced | 1660 | 753 | San Luis Obispo | 1311 | 137 | Tulare | 2530 | 108 |
| Fresno | 5052 | 623 | Modoc | 191 | 93 | San Mateo | 4778 | 175 | Tuolumne | 177 | 160 |
| Glenn | 469 | 76 | Mono | 69 | 302 | Santa Barbara | 2055 | 881 | Ventura | 2607 | 237 |
| Humboldt | 801 | 83 | Monterey | 357 | 239 | Santa Clara | 6626 | 664 | Yolo | 769 | 16 |
| Imperial | 1189 | 701 | Napa | 704 | 742 | Santa Cruz | 1638 | 607 | Yuba | 398 | 693 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Inyo | 165 | 672 | Nevada | 363 | 94 | Shasta | 800 | 633 |
| Kern | 3756 | 690 | Orange | 7182 | 18 | San Diego | SERIES 5 Book 1964, Page 149774 | |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

**TRUSTOR**

_____

_____

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which

notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

REQUEST FOR FULL RECONVEYANCE

TO_____, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated_____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to_____

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

**RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain Deed of Trust With Assignment of Rents, executed by _____ as "**Trustor**," in which FIDELITY NATIONAL TITLE INSURANCE

COMPANY is "**Trustee**," in favor of the CITY OF SOUTH EL MONTE, a California municipal corporation, as "**Beneficiary**." The Deed of Trust, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "**Deed of Trust**."

All terms which are not defined in this Deed of Trust shall have the meaning given in the Affordable Housing Agreement.

The parties hereto agree:

**1. Obligations Secured**. Trustor makes this grant and assignment for the purpose of securing the following obligations:

a. Payment and performance of all obligations of Trustor under this Deed of Trust recorded as Instrument No. _____;

b. Payment of all obligations of Trustor under the Master Affordable Housing Agreement;

c. Payment of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

d. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

**2. No Renting or Leasing**. Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence in accordance with the Affordable Housing Agreement and shall not rent or lease any portion of the Property. Nothing in the Deed of Trust including the assignment of rents shall be interpreted or construed to permit the Trustor to rent or lease any portion of the Property.

**3. Mortgagee-in-Possession**. Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

**4. Restriction on Transfer of Property; Beneficiary's Right to Accelerate.** In no event shall Borrower transfer any portion of the Property in violation of the Affordable Housing Agreement without the prior express written consent of Beneficiary which consent shall be given by Beneficiary only in the event that Beneficiary determines that the assignee or transferee is an Eligible Purchaser, that the assignee's or transferee's monthly housing payments are at, or less than, an Affordable Housing Cost, and that the assignee or transferee has expressly assumed the Note and the Affordable Housing Agreement by execution of a written assignment document to be provided by the Beneficiary. Violation of the transfer restrictions can result in the acceleration of Note as provided in the Affordable Housing Agreement.

**5. No Cure**. In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

**6. Waiver**. No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust

shall impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach, default or any other failure of performance by Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**7. Default.** Any default under the Affordable Housing Agreement shall be deemed a default under this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Rider to be effective for all purposes as of the day and year first set forth above.

**TRUSTOR:**

_____

_____

# City Council Agenda Report
**Agenda Item No. 7.d.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Andres Gonzalez, Public Works Analyst

**SUBJECT:** CONSIDERATION OF REJECTION OF BID AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS FOR SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS, HSIPL-5352(025), CITY PROJECT NO. 607

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**SUMMARY:** The City received a single bid for the Systemic Safety Improvements at Signalized Intersections Project ("City Project No. 607"), the bid contained a discrepancy. Due to the discrepancy, staff recommends that the City Council approve the rejection of the bid and authorize staff to re-advertise the project.

City Project No. 607 involves installation of raised pavement markers, striping, pedestrian crosswalks, and traffic signal adjustments (implementation of leading pedestrian interval (LPI)) at various signalized intersections. Due to a discrepancy in the bid received, staff seeks City Council approval to reject the bid and authorize staff to re-advertise the project.

**RECOMMENDED ACTION:** Staff recommends City Council reject the bid and authorize the re-advertisement of the construction bid package for the Systemic Safety Improvements at Signalized Intersections Project.

**FISCAL/FINANCIAL IMPACT:** There is no fiscal impact associated with the recommended action.

**DISCUSSION:** The construction portion of the project was advertised on November 13, 2024. The following bid was received by the City and opened at the Bid Opening held on December 11, 2024, at 11:00 AM. Below is the Bidder and Bid amount:

| Bidder Name | Bid Amount |
|---|---|
| Calpromax Engineering, Inc. | $439,593.75 |

Staff conducted a bid analysis including verifying CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and the following bid discrepancy is reported:

Calpromax Engineering, Inc. (“Contractor”) did not complete the Designation of Subcontractors form and did not provide the “Percentage of Total Bid” for their listed subcontractor. The project specifications require that “Contractor shall perform, with its own organization (rather than with Subcontractors), work amounting to at least fifty one percent (51%) of the Contract Price.” Since the “Percentage of Total Bid” was not provided, staff is unable to determine if the Contractor complied with the maximum allowable subcontracted work or not.

Due to this discrepancy, staff recommends City Council reject this bid and authorize staff to re-advertise the construction bid package for the Systemic Safety Improvements at Signalized Intersections Project.

**ATTACHMENT(S):**

A. Submitted Bid
B. Bid Analysis

## CHECKLIST FOR BIDDERS

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

- ✓ Completed and Signed Bid Cover Form (Page B-2 and B-3)
- ✓ Completed and Signed Bid Sheets (Page B-4 and B-5)
- ✓ Completed, Signed and Notarized Questionnaire (Page B-6 thru B-9)
- ✓ Completed References Form (Page B-10 thru B-13)
- ✓ Resume of General Construction Superintendent/On-Site Construction Manager (Page B-14)
- ✓ Completed Subcontractor Designation Form (Page B-15)
- ✓ Completed and Signed Industrial Safety Record Form (Page B-16)
- ✓ Completed, Signed and Notarized Bid Bond or Other Security Form (Page B-17 and B-18)
- ✓ Signed and Notarized Noncollusion Declaration Form (Page B-19)
- ✓ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

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

# BID

## CITY OF SOUTH EL MONTE

## SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS

**Caltrans Project No.: HSIPL-5352(025)**
**City Project No.: 607**

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

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

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

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

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 995933, Class A, B, which expires on 08/31/2026.

Bidder's Name: CALPROMAX ENGINEERING, INC.

Signature: _____ Title: VICE PRESIDENT Date: 12/11/2024

Signature: _____ Title: _____ Date: _____

# CITY OF SOUTH EL MONTE

## BID SHEETS FOR

## SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS

Bidder's Name: CALPROMAX ENGINEERING, INC.

To the Honorable Mayor and Members of the City Council:

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

| BID ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICES | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | $29,000 | $ 29,000 |
| 2 | Traffic Control | 1 | LS | $37,000 | $ 37,000 |
| 3 | Temporary Traffic and Electrical Systems | 1 | LS | $1,200 | $ 1,200 |
| 4 | Signal Turn On | 1 | LS | $37,000 | $ 37,000 |
| 5 | Remove and Salvage Existing Controller from Existing Controller Cabinet. Furnish and Install New 2070 Controller with Latest D4 Software or City Approved Equal in Existing Controller Cabinet | 12 | EA | $12,500 | $ 150,000 |
| 6 | Install LPI Timing Sheets | 21 | EA | $250 | $ 5,250 |
| 7 | Install White Ladder Xwalk | 6500 | SF | $ 12 | $ 78,000 |
| 8 | Install Yellow Ladder Xwalk | 900 | SF | $ 12 | $ 10,800 |
| 9 | Remove Existing Striping | 12 | PER INT. | $3,700 | $ 44,400 |
| 10 | Install Detail 40 | 200 | LF | $13 | $ 2,600 |
| 11 | Install Detail 41 | 3300 | LF | $13.44 | $ 44,343.75 |
| TOTAL BID AMOUNT IN NUMBERS | | | | | $439,593.75 |

**TOTAL BASE BID PRICE IN WORDS:** Four Hundred Thirty Nine Thousands And Five Hundred Ninty Three Dollars And seventy Five cents

Signature: _____ Title: VICE PRESIDENT Date: 12/11/2024

Signature: _____ Title: _____ Date: _____

| |
|---|
| **Schedule of Values (SOV).** Within 10 days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:<br>a. Subdivide the Work into its respective parts,<br>b. Include values for all items comprising the Work, and<br>c. Serve as the basis for monthly progress payments made to the Contractor throughout the Work.<br><br>The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities. |
| In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures. |
| The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards. |
| All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices. |
| The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices. |
| A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. |

## QUESTIONNAIRE FORM

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

(1) Bidder's Name: CALPROMAX ENGINEERING, INC.

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

(3) Business Address: 700 S. VAN BUREN ST., STE. C, PLACENTIA, CA 92870

(4) Telephone: (714) 573-4599 Facsimile: (714) 459-7088

(5) Type of Firm – Individual, Partnership, LLC or Corporation: CORPORATION

(6) Corporation organized under the laws of the State of: CALIFORNIA

(7) California State Contractor's License Number and Class: 995933 / A, B

Original Date Issued: 08/20/2014 Expiration Date: 08/31/2026

(8) DIR Contractor Registration Number: 1000028249

(9) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: JOSE VEGA

Date of Inspection: 12/3/2024

(10) Number of years' experience the company has as a contractor in construction work: 10

(11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
CALPROMAX ENGINEERING, INC.

NIZAR KABBANY - PRESIDENT

MARIA ARMOGEDA - VICE PRESIDENT

(12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
NONE

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

NONE

(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

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

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

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

N/A

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

NO

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

NO

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

NO

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

a. By you against the owner? Circle one: Yes (No)

b. By the owner against you? Circle one: Yes (No)

c. By any outside agency or individual for labor compliance? Circle one: Yes (No)

d. By Subcontractors? Circle one: Yes (No)

e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes (No)

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

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

Rush Street and Peck Road Traffic Signal & Lighting Modification Project

#296 City of El Monte - Traffic Signal Improvements at Lee Avenue & Garvey Avenue & Durfee Avenue & Peck Road.

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

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

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

Notary Public

Subscribed and sworn to me: _____

_____

Signature: _____

This ____ day of _____, 20_____

Title: _____

Signature: _____

(SEAL)

Company

Signature: _____

Title: Vice President

Date: 12/11/2024

Signature: _____

Title: _____

Date: _____

## ACKNOWLEDGMENT

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

State of California
County of Orange )

On 12/11/2024 before me, Leslie J. Aguilar Cano, Notary Public

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

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

WITNESS my hand and official seal.

NRO1 LESLIE J AGUILAR CANO NRO1
COMM. #2461071
Notary Public - California
Orange County
My Comm. Expires Aug. 27, 2027

Signature _____ **(Seal)**

## REFERENCES FORM

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

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

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

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

Agency Name: Department of Transportation

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

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

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

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

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

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

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

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

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

Approximate Construction Date From: 06/12/2023 To: March 22, 2024

Agency Name: Department of Transportation

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

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

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

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

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

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

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

**Project 3** Name/Number Manhattan Beach Blvd. and Peck Ave Traffic Signal Improvement Project / E1266-21C

Project Description Upgrade the traffic signal system

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

Agency Name: City of Manhattan Beach

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

Address: 1400 Highland Avenue, Manhattan Beach, CA 90266

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

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

Change orders

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

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

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

**City of South El Monte** **City Project No.: 607**

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

Project Description Minor concrete, Modify signal and lighting systems

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

Agency Name: Department of Transportation

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

Address: 41604 Corporate Way, Palm Desert CA 92260

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

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

Change orders

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

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

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

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

Project Description Modify signal and lighting systems

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

Agency Name: Department of Transportation

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

Address: 6533 Marine Way, Irvine CA 92618

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

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

Change orders

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

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

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

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

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

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

Agency Name: City of Pasadena

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

Address: 100 N. Garfield Avenue, Pasadena CA 91101

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

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

Change quantities

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

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

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

## RESUME

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

PLEASE SEE ATTACHED

# Jose Vega, Superintendent

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

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

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

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

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

| | |
|---|---|
| **Client** | **California Department of Transportation** |
| **Project Description** | Traffic Signal.<br>Beach Blvd. & Franklin St. in Buena Park, CA<br>This Project includes Modification of existing intersection<br>And rewiring the entire intersection with conductors.<br>Installing new foundations and underground conduits.<br>Including all new striping and traffic loops. |

| | |
|---|---|
| **Client** | **City of Garden Grove** |
| **Project Description** | Traffic Signal<br>Various Locations in Garden Grove, CA<br>This Project includes Construction of New foundations for<br>Cabinets and Services, construction foundation of traffic signal<br>Poles for four intersections and rewiring the four intersections<br>and connecting them with interconnect. |

| | |
|---|---|
| **Client** | **City of Riverside** |
| **Project Description** | University Avenue & Canyon Crest Drive Street Improvements<br>This Project includes signal and street modification intersection,<br>sidewalk improvements, utilities' for electrical work |

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

Mr. Vega Projects responsibility included:

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

## DESIGNATION OF SUBCONTRACTORS
## [Public Contract Code Section 4104]

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

| Name under which Subcontractor is Licensed and Registered | CSLB License Number(s) and Class(es) | DIR Contractor Registration Number | Address and Phone Number | Type of Work (e.g., Electrical) | Percentage of Total Bid (e.g., 10%)* |
|---|---|---|---|---|---|
| Chrisp Company | 374600 | 1000000306 | 2280 S. Lilac Ave. Bloomington, Ca 92316 (909) 746-0356 | Striping | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

## INDUSTRIAL SAFETY RECORD FORM

Bidder's Name CALPROMAX ENGINEERING, INC.

| | Current Year of Record | 2023 | 2022 | 2021 | 2020 | 2019 | Total |
|---|---|---|---|---|---|---|---|
| Number of contracts | 5 | 3 | 8 | 10 | 5 | 9 | 40 |
| Total dollar amount of contracts (in thousands of dollars) | 7,834 | 8,842 | 8,575 | 6,399 | 1,409 | 6,859 | 39,918 |
| Number of fatalities | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Number of lost workday cases | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Number of lost workday cases involving permanent transfer to another job or termination of employment | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

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

Signature: _____
Title: Vice President
Date: 12/11/2024

Signature: _____
Title: _____
Date: _____

Bond No. N/A

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South El Monte ("City"), has issued an invitation for Bids for the Work described as follows: Systemic Safety Improvements at Signalized Intersections

WHEREAS CALPROMAX ENGINEERING, INC., 700 S. Van Buren Street, Suite C, Placentia, CA 92870
*(Name and address of Bidder)*

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

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

NOW, THEREFORE, we, the undersigned Principal, and

United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07962
*(Name and address of Surety)*

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

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

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

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

**City of South El Monte** **City Project No.: 607**

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

Dated: December 9, 2024

| "Principal" | "Surety" |
|---|---|
| CALPROMAX ENGINEERING, INC. | United States Fire Insurance Company |
| By: MARIA ARMOGEDA | By: |
| Its: VICE PRESIDENT | Its: S. Nicole Evans, Attorney in Fact |
| By: | By: n/a |
| Its: | Its: n/a |

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

## ACKNOWLEDGMENT

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

State of California
County of Orange )

On 12/11/2024 before me, Leslie J. Aguilar Cano, Notary Public

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

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

WITNESS my hand and official seal.

NRO1 LESLIE J AGUILAR CANO NRO1
COMM. #2461071
Notary Public - California
Orange County
My Comm. Expires Aug. 27, 2027

Signature _____ **(Seal)**

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

State of Texas )
) ss
County of Dallas )

On 12-9-2024, before me, Jessica Rosser, Notary Public, personally appeared S. Nicole Evans, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF TEXAS
JESSICA ROSSER
Notary ID #125234968
My Commission Expires
March 18, 2025

(Seal)

Signature: Jessica Rosser
Jessica Rosser, Notary Public

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

**83701**

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

S. Nicole Evans, Diana Cervantes, Stephanie Gunderson

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

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

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

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

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

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

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

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

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

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of December 20 24

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/11/2024 [date], at Placentia [city], California [state].

| | | | |
|---|---|---|---|
| Signature: | | Signature: | |
| Printed Name: | MARIA ARMOGEDA | Printed Name: | |
| Date: | 12/11/2024 | Date: | |

**This form must be notarized.**

## ACKNOWLEDGMENT

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

State of California
County of Orange )

On 12/11/24 before me, Leslie J. Aguilar Cano, Notary Public

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

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

WITNESS my hand and official seal.

NRO1 LESLIE J AGUILAR CANO NRO1
COMM. #2461071
Notary Public - California
Orange County
My Comm. Expires Aug. 27, 2027

Signature _____ **(Seal)**

**UNANIMOUS WRITTEN CONSENT**
**OF THE BOARD OF DIRECTORS**
**OF**
**CALPROMAX ENGINEERING, INC.**

In lieu of a Special Meeting of the Board of Directors and pursuant to Section 307(b) of the California Corporation Code, the undersigned, being the sole director of CALPROMAX ENGINEERING, INC., a California corporation, hereby adopts the following resolution by this written consent:

WHEREAS, the Board has determined that the business of the Company will likely increase in the coming years; and

WHEREAS, the Board considers it necessary and prudent to create the position of Vice President of Contracts and Accounting to assist the President and Board in performing their duties;

BE IT RESOLVED, that the Board establishes the position of Vice President of Contracts and Accounting. Such person shall be an officer of the Company and report directly to the President and to the Board if necessary. The person appointed to this position is hereby authorized to approve and sign contracts on behalf of the Company for matters within the ordinary course of business including bids, contracts, and all type of bonds for construction projects.

WHEREAS, the Board considers MARIA ARMOGEDA to have the requisite experience and character worthy and necessary to be fill the position of Vice President of Contracts and Accounting;

BE IT RESOLVED, MARIA ARMOGEDA is hereby appointed to the position of Vice President of Contracts and Accounting with the authority to sign and bind the Company for any purpose in its ordinary course of business. The Vice President of Accounting does not have authority to bind the company for activities that require Board approval such as the issuance or revocation of stock.

Dated: June 28, 2017

Nizar Kabbany, Director

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

(CALIFORNIA CIVIL CODE § 1189)

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

STATE OF CALIFORNIA )
COUNTY OF Orange )

On June 29th 2017 before me, Sean H. Langevin, notary public
(Date) (Here Insert Name and Title of the Officer)

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

SEAN H. LANGEVIN
Commission # 2147837
Notary Public - California
Orange County
My Comm. Expires Mar 28, 2020

## ADDITIONAL OPTIONAL INFORMATION

**Description of Attached Document**

Title or Type of Document: Unanimous Written Consent of the Board of Trustees Document Date: _____

Number of Pages: ___ Signer(s) Other Than Named Above: _____

Additional Information: _____

revision date 01/01/2015

# ATTACHMENT B

**1. BID TABULATION**

**PROJECT NAME:SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS,**
**CITY PROJECT NO.: 607, CALTRANS PROJECT NO.: HSIPL-5352(025)**

| BID TABULATION | | | | Apparent Low Bidder 1<br>CALPROMAX ENGINEERING, INC. | | AVERAGE BID VALUES | | LOWEST UNIT BID PRICE | HIGHEST UNIT BID PRICE |
|---|---|---|---|---|---|---|---|---|---|
| Bid Item and Description | | Qty | Unit | *Unit Price* | Total Price | *Unit Price* | Total Price | | |
| 1 | Mobilization | 1 | LS | $29,000.00 | $29,000.00 | *$29,000.00* | *$29,000.00* | *$29,000.00* | *$29,000.00* |
| 2 | Traffic Control | 1 | LS | $37,000.00 | $37,000.00 | *$37,000.00* | *$37,000.00* | *$37,000.00* | *$37,000.00* |
| 3 | Temporary Traffic and Electrical Systems | 1 | LS | $1,200.00 | $1,200.00 | *$1,200.00* | *$1,200.00* | *$1,200.00* | *$1,200.00* |
| 4 | Signal Turn On | 1 | LS | $37,000.00 | $37,000.00 | *$37,000.00* | *$37,000.00* | *$37,000.00* | *$37,000.00* |
| 5 | Remove and salvage existing controller from existing controller cabinet. Furnish and install new 2070 controller with latest D4 software or City approved equal in existing controller cabinet | 12 | EA | $12,500.00 | $150,000.00 | *$12,500.00* | *$150,000.00* | *$12,500.00* | *$12,500.00* |
| 6 | Install LPI Timing Sheets | 21 | EA | $250.00 | $5,250.00 | *$250.00* | *$5,250.00* | *$250.00* | *$250.00* |
| 7 | Install White Ladder Xwalk | 6,500 | SF | $12.00 | $78,000.00 | *$12.00* | *$78,000.00* | *$12.00* | *$12.00* |
| 8 | Install Yellow Ladder Xwalk | 900 | SF | $12.00 | $10,800.00 | *$12.00* | *$10,800.00* | *$12.00* | *$12.00* |
| 9 | Remove existing striping | 12 | PER INT. | $3,700.00 | $44,400.00 | *$3,700.00* | *$44,400.00* | *$3,700.00* | *$3,700.00* |
| 10 | Install Detail 40 | 200 | LF | $13.00 | $2,600.00 | *$13.00* | *$2,600.00* | *$13.00* | *$13.00* |
| 11 | Install Detail 41 | 3,300 | LF | $13.44 | $44,343.75 | *$13.44* | *$44,343.75* | *$13.44* | *$13.44* |
| **BID RANKING** | | | | | **Apparent Low Bidder 1** | | | | |
| **TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES** | | | | | **$439,593.75** | | | | |
| **TOTAL BASE BID AMOUNT INDICATED BY BIDDER** | | | | | **$439,593.75** | | | | |
| **CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT** | | | | | **$0.00** | | | | |
| **IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS** | | | | YES | | | | | |
| **SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID** | | | | - | - | | | | |
| **SUBCONTRACTORS** | | | | CHRISP COMPANY | NOT PROVIDED | | | | |
| | | | | **TOTAL** | **-** | | | | |

## 2. REVIEW OF APPARENT LOW BID

| APPARENT LOW BID SUBMITTED BY: | | CALPROMAX ENGINEERING, INC. | | | APPARENT LOW BID AMOUNT: | $439,593.75 |
|---|---|---|---|---|---|---|
| **ITEM REVIEWED/CHECKED** | | **REVIEW RESULT** | **BY** | **DATE** | **REMARKS** | |
| BID STAMPED AS RECEIVED PRIOR BID TIME: | | YES | CITY CLERK | 12/11/24 | | |
| BID BOND IN PROPER AMOUNT: | | YES | NG | 12/12/24 | | |
| ADDENDA ACKNOWLEDGEMENT: | | N/A | NG | 12/12/24 | | |
| ANY APPARENT DISCREPANCY IN THE SUBMITTAL: | | NO | NG | 12/12/24 | | |
| TOTAL BID PRICES CALCULATED CORRECTLY: | | NO | NG | 12/12/24 | | |
| SUBCONTRACTOR AMOUNT: | | NOT PROVIDED | NG | 12/12/24 | Percentage of Total Bid not provided by the Prime Contractor on the "DESIGNATION OF SUBCONTRACTORS" form | |
| MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS: | | 51.00% | NG | 12/12/24 | | |
| PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %): | | NOT PROVIDED | NG | 12/12/24 | Percentage of Total Bid not provided by the Prime Contractor on the "DESIGNATION OF SUBCONTRACTORS" form | |
| BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT: | | NOT PROVIDED | NG | 12/12/24 | Percentage of Total Bid not provided by the Prime Contractor on the "DESIGNATION OF SUBCONTRACTORS" form | |
| MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS: | | 49.00% | NG | 12/12/24 | | |
| SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %): | | NOT PROVIDED | NG | 12/12/24 | Percentage of Total Bid not provided by the Prime Contractor on the "DESIGNATION OF SUBCONTRACTORS" form | |
| BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT: | | NOT PROVIDED | NG | 12/12/24 | Percentage of Total Bid not provided by the Prime Contractor on the "DESIGNATION OF SUBCONTRACTORS" form | |
| PRIME CONTRACTOR LICENSE STATUS: | CALPROMAX ENGINEERING, INC. | 995933 | NG | 12/12/24 | Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/) | |
| PRIME CONTRACTOR DIR REGISTRATION STATUS: | CALPROMAX ENGINEERING, INC. | 1000028249 | NG | 12/12/24 | Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?) | |
| SUB CONTRACTOR LICENSE STATUS: | CHRISP COMPANY | 374600 | NG | 12/12/24 | Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/) | |
| SUB CONTRACTOR DIR REGISTRATION STATUS: | CHRISP COMPANY | 1000000306 | NG | 12/12/24 | Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?) | |
| PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS: | CALPROMAX ENGINEERING, INC. | NOT ON STATE DEBARRED LIST | NG | 12/12/24 | Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html) | |
| PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS: | CALPROMAX ENGINEERING, INC. | NOT ON FEDERAL DEBARRED LIST | NG | 12/12/24 | Print-out from SAM Web Page attached (https://www.sam.gov/SAM/) | |
| SUB CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS: | CHRISP COMPANY | NOT ON STATE DEBARRED LIST | NG | 12/12/24 | Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html) | |
| SUB CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS: | CHRISP COMPANY | NOT ON FEDERAL DEBARRED LIST | NG | 12/12/24 | Print-out from SAM Web Page attached (https://www.sam.gov/SAM/) | |
| REFERENCE CHECK ACCEPTABLE: | | YES | NG | 12/12/24 | See Reference Check | |

**3. REFERENCE CHECK OF APPARENT LOW BIDDER**

**CALPROMAX ENGINEERING, INC.**

| REFERENCE DATA FOR APPARENT LOW BIDDER | | | | | REFERENCE CHECK FOR APPARENT LOW BIDDER | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Answer "YES" if satisfied or "NO" if not satisfied | | | | | | | |
| REFERENCE PROJECT | OWNER | CONTACT & TELEPHONE | AMOUNT | DATE COMPLETED | DID THE CONTRACTOR DO QUALITY WORK | DID THE CONTRACTOR STAY ON SCHEDULE | DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS | DID THE CONTRACTOR FILE CLAIMS AGAINST YOU | WILL YOU HIRE THE CONTRACTOR AGAIN | REMARKS | CHECKED BY | DATE |
| Construction on State Highway in Los Angeles County in Los Angeles at Wilmington Blvd | Department of Transportation | Khanh-Van Nguyen (213) 798-5950 | $ 977,148.14 | Ongoing | Yes | Yes | No | No | Yes | No issues with the Contractor. Stayed on schedule and very responsive to comments and concerns. | NG | 12/12/2024 |
| Construction on State Highway in Los Angeles County in Torrance from 236th St to Redondo Beach Blvd | Department of Transportation | Edgar Herrera (310) 345-6267 | $2,092,264.00 | 3/22/2024 | Yes | Yes | No | No | Yes | Easy to work with and worked in an orderly and quick manner. Currently working with the Contractor for two other projects. | NG | 12/12/2024 |

CONTRACTORS STATE LICENSE BOARD

# Contractor's License Detail for License # 995933

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

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

Data current as of 12/12/2024 9:29:09 AM

## Business Information

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

**Entity** Corporation
**Issue Date** 08/20/2014
**Expire Date** **08/31/2026**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

- A - GENERAL ENGINEERING
- B - GENERAL BUILDING

## Bonding Information

**Contractor's Bond**

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.
**Bond Number:** 30124633
**Bond Amount:** $25,000
**Effective Date:** 07/29/2023
Contractor's Bond History

**Bond of Qualifying Individual**

The qualifying individual NIZAR KABBANY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
**Effective Date:** 03/13/2019
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
**Policy Number:**WC698639200
**Effective Date:** 12/16/2023
**Expire Date:** 12/16/2024
Workers' Compensation History

**Workers' compensation classification code(s):**
62201 - Excavation-high wage
6325 - Conduit Construction/Underground Wiring
62181 - Excavation-low wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

**The board does not verify or investigate the accuracy of classification codes displayed.**

Other

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

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CALPROMAX ENGINEERING, INC.

# Customer Account Lookup

Name

CALPROMAX ENGINEERING, INC.

Customer Account

CALPROMAX ENGINEERING, INC.

Type

Contractor

Website

(empty)

Email

calpromax@gmail.com

Address 1

700 S. Van Buren St., Suite C

Address_2

City

PLACENTIA

State

CA

Zip

92870

Contractor Status

DIR Approved

CSLB

995933

Legal Name

CALPROMAX ENGINEERING, INC.

Business Structure

-- None --

Business Phone

7145734599

Registration Number

President

Nizar Kabbany

PWCR

1000028249

Registration Start Date

2023-07-01

Registration End Date

2026-06-30

Doing Business As (DBA)

Crafts

Cement Mason | Electrician | Laborer and Related Classifications | Operating Engineer

Legacy Registration Date

2023-07-01

Legacy Registration Expiration

2026-06-30

## Related Lists

Historical Registration Dates (1)

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CONTRACTORS STATE LICENSE BOARD

# Contractor's License Detail for License # 374600

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

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

Data current as of 12/12/2024 9:37:59 AM

## Business Information

CHRISP COMPANY
PO BOX 1368
FREMONT, CA 94538
Business Phone Number:(510) 656-2840

**Entity** Corporation
**Issue Date** 05/16/1979
**Expire Date** **05/31/2025**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

- A - GENERAL ENGINEERING
- C13 - FENCING
- C32 - PARKING AND HIGHWAY IMPROVEMENT

## Bonding Information

**Contractor's Bond**

This license filed a Contractor's Bond with HARTFORD FIRE INSURANCE COMPANY.
**Bond Number:** 57BSBIA6781
**Bond Amount:** $25,000
**Effective Date:** 01/01/2023
Contractor's Bond History

**Bond of Qualifying Individual**

The qualifying individual ROBERT PAUL CHRISP certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
**Effective Date:** 01/01/1980

## Workers' Compensation

This license has workers compensation insurance with the STARR INDEMNITY & LIABILITY COMPANY
**Policy Number:**1000004442
**Effective Date:** 12/01/2020
**Expire Date:** 12/01/2025
Workers' Compensation History

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

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CHRISP COMPANY

# Customer Account Lookup

Name

CHRISP COMPANY

Customer Account

CHRISP COMPANY

Type

Contractor

Website

(empty)

Email

pscheving@chrispco.com

Address 1

43650 OSGOOD ROAD

Address_2

City

FREMONT

State

CA

Zip

94539

Contractor Status

DIR Approved

CSLB

Legal Name

CHRISP COMPANY

Business Structure

-- None --

Business Phone

5106562840

Registration Number

President

Robert Chrisp

PWCR

1000000306

Registration Start Date

2022-07-01

Registration End Date

2025-06-30

Doing Business As (DBA)

CHRISP COMPANY

Crafts

Parking/Highway/Improvement

Legacy Registration Date

Legacy Registration Expiration

# Related Lists

Historical Registration Dates (1)

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# DLSE Debarments

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

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

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

| Name of contractor | Period of debarment |
|---|---|
| **MICHAEL FLOORING, INC.; BENNY MICHAEL**<br><br>CSLB License Number: 874947 | **9/13/24 through 9/13/27**<br>Decision SC 7278<br><br>The debarment order is currently stayed by order of the Kern County Superior Court |
| **TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON,**<br><br>CSLB License Number: 758012 | **5/10/2023 through 5/10/2026**<br>Decision SC 7250 |
| **G M Climate Control, Inc.**<br><br>CSLB License Number: 967267 | **3/2/2023 through 9/2/2024**<br>Decision 40-71536-603 |

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|---|---|
| **MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,**<br><br>CSLB License Number: 612429 | **9/27/2021 through 9/26/2022**<br>Decision LB 6333 |
| **GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON**<br><br>CSLB License Number: 291013 and 84801 | **5/21/2021 through 5/20/2024**<br>Decision LB 6629 |
| **ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an indvidual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an indvidual and RMO of ECS CONTRACTORS, INC.**<br><br>CSLB License Number: 975222 | **3/1/2020 through 3/1/2023**<br>Decision LB 5590 |
| **Avi Shechter, Individually DBA Avi Shechter**<br><br>CSLB Number: 908891 and 1018353 | **5/6/2019 through 5/5/2022**<br>Decision LB 6328 |
| **Patrick Kim, Individually DBA Ritecon Plumbing**<br><br>CSLB Number: 991018 | **8/21/2018 through 8/20/2019**<br>Decision LB 6762 |
| **Bighorn Construction, Inc.**<br><br>CSLB Number: 597866 | **5/5/2018 through 5/4/2021**<br>Decision LB 6658 |

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

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

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| **Del Norte Construction, And Trinidad Manuel Canales, an Individual**<br>PO Box 5101<br>Oxnard, CA 93030<br><br>5020 Wooley Rd.<br>Oxnard, CA 93030<br><br>CSLB Number: #945723 | **6/01/16 through 5/31/17**<br>Decision LB 5533 |
| **Diversified Building & Electric Company, Inc.**<br>409 Tennant Station<br>Morgan Hill, CA 95037<br><br>**Denis Andrew Maris**, Individually and Doing Business as **Diversified Electric Company**<br><br>CSLB Number: #765312 | **2/15/16 through 8/15/17**<br>Decision SC 5714 |
| **Fast Demolition, Inc.**<br>601-C East Palomar Street #123<br>Chula Vista, CA 91911<br>CSLB Number: #792729<br><br>**Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLITION, INC.** | **4/1/44 through 3/31/47**<br>Decision LB5742<br>**4/1/41 through 3/31/44**<br>Decision LB5665<br>**4/1/36 through 3/31/39**<br>Decision LB5740<br>**4/1/33 through 3/31/37**<br>Decision LB5651<br>**4/1/33 through 3/31/37**<br>Decision LB5739<br>**4/1/24 through 3/31/27**<br>Decision LB5741<br>**4/1/30 through 3/31/33**<br>Decision LB5743 |

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

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| CSLB #748591<br><br>**Alon Gamliel**, an individual | |
| **USA Wall Systems, Inc.**<br>8309 Sunshine Lane<br>Riverside, CA 92508<br>CSLB #929610<br><br>**Edward Eugene Brammer**, an individual<br>and in his capacity as President/CEO/RMO | **4/01/15 through 3/31/18**<br>Decision LB 5323 |
| **Daughter Construction**<br>**formerly dba Hy Carpentry Construction**<br>15407 Thornlake Avenue<br>Norwalk, CA 90650<br>CSLB #979297<br><br>**Sharon Jin Yoo**, an individual;<br>**Dae Hyun Yoo**, an individual<br>and in his capacity as manager/supervisor<br>for Sharon Jin Yoo and in his capacity as<br>General Partner for HY Construction, a<br>General Partnership. | **4/01/15 through 3/31/18**<br>Decision LB 5466, LB5467,<br>LB5468 & LB5520 |
| **RDA Construction, Inc.**<br>1692 W. Bullard Ave.,<br>Fresno, CA 93711<br>CSLB# 383306 | **12/15/14 through 12/14/16**<br>Decision 40-40508-522 &<br>44-40509-522 |
| **Titan Electrical Construction, Inc.**<br>Lucas Oliver Stickney, an individual<br>Jamie Noel Furr, an individual<br>630 Natoma Street<br>San Francisco, CA 94103<br>CSLB# 919516 | **11/3/14 through 11/2/17**<br>Decision SC 5539 |

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

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| Ontario, CA 91761<br>CSLB #834335<br><br>**Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President**<br><br>**Dora Maria Contreras, an Individual and Agent/Officer of the Corporation** | |
| **Tadros & Youssef Construction, Inc.**<br>**Kamel Shaker Tadros & Makram Youssef Youssef, Individually**<br>1221 E 8th Street, Unit A, Upland, CA 91786<br><br>CSLB# 698182 (expired) | **5/10/14 through 5/9/17**<br>Decision SAC 5308 |
| **Serenity Fire Protection**<br>417 S. Associated Road, Brea, CA 92821<br><br>CSLB# 902927 | **5/1/14 through 4/30/17**<br>Decision LB 4202 |
| **Don Kelly Construction , Inc.**<br>**Don Kelly, Individual and Lisa Kelly, Individual**<br>171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 | **3/25/14 through 3/24/17**<br>Decision LB 4484 |
| **Aldan, Inc.**<br>P.O. Box 9428, Brea, CA 92822<br><br>CSLB #949229 | **2/28/14 through 2/27/17**<br>Decision LB5175 |
| **Russell/Thompson, Inc.**<br>**James Jean Russell & Valery Alena** | **10/31/13 through 10/31/16**<br>Decision SC 5309 |

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|---|---|
| **Thompson, Individually**<br>4684 Oak Glen Dr., Redding, CA 96001<br>CSLB# 915036 (revoked) | |
| **Ayodejia A. Ogundare, Individual**<br>**Dba Pacific Engineering Company**<br>6310 Stewart Way, Bakersfield, CA 93308<br>CLSB#710322 | **5/15/2013 through 5/15/2014**<br>Decision SAC 1039 |
| **Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals**<br>400 Kansas, Redlands, CA 92373<br>CSLB#834220 | **7/29/12 through 7/28/15**<br>Decision SAC 5175 |
| **FEI Enterprises, Inc**<br>**Gabriel Fedida, Individual**<br>5749 Venice Blvd., Los Angeles, CA 90019<br>CSLB#659252 | **6/14/12 through 6/13/15**<br>Decision SC 5198 |
| **Jeffrey Alan Mott and Michelle Mott, individuals**<br>**Dda Integrity Landscape**<br>3756 Independence Avenue<br>Sanger, CA 93637<br>CSLB#774222 | **3/29/12 through 3/28/15**<br>Decision SC 5160 |
| **Jensen Drywall & Stucco**<br>**Jeffrey E. Jensen**<br>3714 Lynda Place<br>National City, CA 91950-8121<br>CSB # 664168 Exp. 2/18/11 (expired) | **3/31/11 through 3/30/13**<br>Decision SC 5095 |

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| **All West Construction, Inc.**<br>**Donald Kent Russell**<br>495 N. Marks Ave.<br>Fresno, CA 93706<br>CSB # 592321 Exp. 4/3/12 (suspended) | **3/31/11 through 3/30/13**<br>Decision se 5013 |
| **Country Builders, Inc.**<br>**Weldon Offill, individually**<br>5915 Graham Ct.<br>Livermore, CA 94550<br>CSB # 699574 Exp. 11/30/12 (active) | **3/1/11 through 2/28/14**<br>Decision SC 5053<br>Addendum SC 5053 |
| **Sutter Foam & Coating, Inc.**<br>909 A. George Washington<br>Yuba City, CA 95993<br>CSB # 732014 Exp. 1/31/09 (inactive)<br><br>**David Alvin Trexler, an individual**<br>909 A. George Washington<br>Yuba City, CA 95993<br><br>**Kenneth A. Trexler, an individual**<br>2603 Lago Lane<br>Marysville, CA 95901 | **7/1/10 through 6/30/13**<br>Decision SAC 5012 |
| **Soo Dong Kim, an individual,**<br>**dba Soo Kim Electric Company**<br>16224 Ridgeview Lane<br>La Mirada, CA 90638<br>CSB # 568103 Exp. 8/1/09 (inactive)<br><br>**Hyo Nam Jung, an individual,**<br>**dba Lucid Electric**<br>18621 Well Street<br>Rowland Heights, CA 91748<br>CSB # 914692 Exp. 4/3/10 | **4/19/10 through 4/18/13**<br>Decision SAC 1064 |

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| **Southwest Grading,**<br>**dba Southwest Grading Services, Inc.,**<br>22031 Waite Street<br>Wildomar, CA 92595<br><br>**David Walter Cholewinski, an individual**<br>22031 Waite Street<br>Wildomar, A 92595<br>29970 Technology Drive, Ste. 205<br>Murrieta, CA 92563<br>CSB #840416 Exp. 6/30/10 | **3/18/10 through 3/17/13**<br>Decision SAC 1058 |
| **S.J. Cimino Electric, Inc., a California corporation,**<br>3267 Dutton Ave.<br>Santa Rosa, CA 95404<br>**Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual**<br>5825 Heights Rd.<br>Santa Rosa, CA 95401<br>CSB #343802 Exp. 2/28/10<br>CSB #294141 Exp. 9/30/13 (inactive) | **10/15/09 through 10/14/12**<br>Decision SAC 1052 |
| **Cedar Development Corporation**<br>**Serghon Gabriel Afram, individually**<br>12477 Feather Dr<br>Mira Loma, CA 91752<br>CSB # 839898 Exp. 6/30/10 (suspended) | **8/5/09 through 8/4/12**<br>Decision SAC 1042 |
| **All Floors Commercial and Residential Flooring, Inc.**<br>**Salvador Elias Perea, individually**<br>750 E. McGlincy Lane, #103<br>Campbell, CA 95008 | **5/14/09 through 5/13/12**<br>Decision SAC 1040 |

| | |
|---|---|
| CSB #430969 Exp. 7/31/09 | |
| **1-AMD Construction, Inc.**<br>**Alberto Mordoki, individually**<br>**Mirella Mordoki, individually**<br>5300 Beach Blvd., Suite 110-416<br>Buena Park, CA 90621<br>CSB #787533, revoked | **3/16/09 through 3/15/12**<br>Decision SAC1037 |

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# City Council Agenda Report

**Agenda Item No. 7.e.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Andres Gonzalez, Public Works Analyst

**SUBJECT:** CONSIDERATION FOR AUTHORIZATION OF RESOLUTION NO. 25-008 APPROVING A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT (SGVCOG) FOR THE ACTIVE STREETS CORAZÓN DEL VALLE 2025 EVENT

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**SUMMARY:** Staff recommends City Council authorize the City Manager to execute a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) and the City of El Monte for the Active Streets: Corazón del Valle event for the planning, coordinating, outreach, and/ or staging of the event.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Resolution No. 25-008 approving a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Government and the City of El Monte for the Corazon del Valle event; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

**FISCAL/FINANCIAL IMPACT:** Staff estimates a total of $33,000 in employee time will be dedicated to the planning and staffing of the event. Of that amount, $18,000 will be reimbursed to the City to support the event, while the remaining $15,000 will be applied toward meeting the in-kind contribution requirement outlined in the MOU.

**DISCUSSION:** On January 25, 2024, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the Open Streets Grant Program Cycle Five providing Proposition C (“Proposition C”) Funds for one-day events that close the streets to automotive traffic and open them to people to walk or bike. The SGVCOG was successful in securing $400,000 in Proposition C funds to host the Active Streets: Corazón del Valle event.

On October 26, 2019, the City of South El Monte hosted the SGV Streets and Treats Event, facilitated by Active SGV on behalf of the SGVCOG. The event incorporated a Dia

De Los Muertos theme and consisted of three (3) main activity hubs, including the Jeff Seymour Family Center and Arceo Park in the City of El Monte, and the City of South El Monte' s hub (SEM Hub), on Santa Anita Avenue at Central Avenue, where opening was hosted.

The City will again partner with the SGVCOG and the City of El Monte to build on the success of the SGV Streets and Treats Event to host an open street event on Sunday, November 2, 2025. The SGVCOG and the Cities will work together to host the event as a contiguous open street event from South El Monte to El Monte. Approval of the Memorandum of Agreement (MOA) will enable the City to begin collaborating with the SGVCOG and the City of El Monte to plan the community event.

Staff recommends that the City Council approve a Memorandum of Agreement with the San Gabriel Valley Council of Governments and the City of El Monte to host the Active Streets: Corazón del Valle event and authorize the City Manager or designee to execute the agreement.

**ATTACHMENT(S):**

A. Resolution No. 25-008 Corazon Del Valle Event
B. 2025 Cities MOA - Corazon City Edits

**ATTACHMENT A**

RESOLUTION NO. 25-008

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITIES OF SOUTH EL MONTE AND EL MONTE AND THE SAN GABRIEL COUNCIL OF GOVERNMENTS (SGVCOG) TO SHARE RESOURCES TO PLAN AND HOST THE ACTIVE STREETS CORAZÓN DEL VALLE 2025 EVENT

**WHEREAS**, on January 25, 2024, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the Open Streets Grant Program Cycle Five providing Proposition C ("Proposition C") Funds for one-day events that close the streets to automotive traffic and open them to people to walk or bike. The SGVCOG was successful in securing $400,000 in Proposition C funds to host the Active Streets: Corazón del Valle event; and

**WHEREAS,** Open Streets Events promote complete street concepts and support safe, active modes of transport; and

**WHEREAS,** Open Streets Events further promote opportunities for community members to immerse themselves in their community's local culture and history, to experience the taste of local eateries, and encounter specialty shops and other business establishments not otherwise encountered via automotive modes of transport; and

**WHEREAS,** the SGVCOG and the cities of EI Monte and South EI Monte collectively referred to as the " Cities" or " Partners") have partnered together to host the Event as a contiguous Open Streets Event on Sunday, November 2, 2025; and

**WHEREAS,** Metro's Open Streets Event Program requires an in-kind or local fund match, in which an in-kind match amount of $15,000 will be provided by the City of South EI Monte, in accordance with Exhibit A of the MOU and as apportioned by the Grant, for the planning, coordinating, outreach, and/ or staging of the event; and

**WHEREAS,** pursuant to Exhibit A of the MOU, an amount of $18,000, not combinable to the in- kind match referenced herein, was allocated to the City of South for reimbursable expenditures related to the planning, coordinating, outreach, and/ or staging of the event, as apportioned by the Grantee; and

**WHEREAS,** the cities will be responsible for street closures, vehicular detour plans, outreach, event staging, and public safety within their own jurisdiction.

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

**SECTION 1:** The City Council hereby approves the MOA between the Cities of South EI Monte and EI Monte and the SGVCOG to share resources to plan and host the Active Streets: Corazón del Valle event

**SECTION 2:** The City Council hereby approves the in-kind match requirement amount of $15,000 for staffing and expenditures associated with the planning, coordinating, outreach, and staging of the event.

**SECTION 3:** The City Council hereby approves the allocated funding in the amount of $18,000 for reimbursable staffing costs and expenditures associated with the planning, coordinating, outreach, and/ or staging of the event.

**SECTION 4:** The City Council hereby authorizes the City Manager, or his designee, to take all actions necessary to effectuate and execute a Memorandum of Agreement between the Cities of South El Monte and El Monte and the SGVCOG to share resources for the Active Streets: Corazón del Valle event.

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

**PASSED, APPROVED AND ADOPTED** this 28th day of January 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-008, 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 28th day of January 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

**ATTACHMENT B**

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITIES OF EL MONTE AND SOUTH EL MONTE TO SHARE RESOURCES AND TO PLAN AND HOST THE ACTIVE STREETS: CORAZÓN DEL VALLE 2025 EVENT**

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

**RECITALS:**

A. On January 25, 2024, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the Open Streets Grant Program Cycle Five providing Los Angeles County Proposition C 25% ("Proposition C") Funds for one-day events that close the streets to automotive traffic and open them to people to walk or bike ("Open Street Event"). Further, the LACMTA Board approved the SGVCOG to serve as the pass-through agency of the Proposition C Funds with its member cities.

B. The SGVCOG was successful in securing $400,000 in Proposition C funds (the "Grant") during Cycle Five from the LACMTA county-wide "Open Streets Event" program to host the Active Streets: Corazón del Valle (the "Event"), including outreach, pre-event planning, and day of event staging costs.

C. The Event programming requires a set amount of in-kind or local fund match of the total cost of the event.

D. The SGVCOG and the Cities have partnered together to host the Event as a contiguous open street event on Sunday, November 2, 2025 from El Monte to South El Monte.

E. The SGVCOG and the Cities recognize that the SGVCOG will incur costs during the planning stages of the Event and that the cancellation of the Event by one or more Cities would result in the SGVCOG incurring damages thereby, including but not limited to, having to reimburse LACMTA all or a portion of the Grant funds.

F. The SGVCOG and the Cities recognize that to hold a successful Event and ensure the Grant is expended for its purposes that all Parties hereto must work jointly and collaboratively to share monetary, staffing, and other resources in planning and hosting the Event, and as such, the Parties desire to coordinate their activities and in furtherance thereof agree as follows:

NOW, THEREFORE, the Parties agree as follows:

**I. TERM:**

The term of this MOA shall commence on the date executed by all Parties and shall continue through the completion of all work contemplated under this MOA, or as determined by the Parties, at any time, this MOU may be terminated. The term of this MOA may be amended or extended by mutual written agreement of the Parties.

## II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG Responsibilities:

1. Designate a point-of-contact with name, title, and contact information who will serve as the SGVCOG's representative throughout the development of the Event. If the point-of-contact is reassigned or no longer with the SGVCOG, a new point-of-contact will be designated within fourteen (14) calendar days.
2. Provide contract coordination for Cities.
3. Contract and manage the contract with ActiveSGV to provide pre-planning, communication, permitting, implementation and volunteer coordination.
4. Contract and manage the contract with Right of Way, Inc. to facilitate completion and execution of the traffic control plan.
5. Ensure compliance with all requirements for grant funding, including but not limited to Proposition C.
6. Coordinate with the Cities and their consultant(s) as necessary throughout the development and implementation of the Event.
7. Timely respond to all communications from the Cities and their consultant(s) as they relate to the Event and attend meetings when needed.
8. Upon thirty (30) days of receipt and approval of an invoice submitted by a City, reimburse the City for eligible costs in an amount not to exceed the Funding Amount for each City as outlined in Exhibit A.

B. Cities Responsibilities:

1. Designate a point-of-contact with name, title, and contact information who will serve as the City's representative throughout the development of the Event. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact will be designated within fourteen (14) calendar days.
2. Be responsible for public safety along the Event route – as identified in Exhibit B – in their jurisdiction including, without limitation, the provision of police, security, fire protection and emergency response services. It is understood that SGVCOG will not bear any responsibility for ensuring that the Event is held in a safe manner.
3. Review each draft of the traffic control plan and provide City-coordinated comments to the SGVCOG and Right of Way and approve the final traffic control plan on the timeline directed by the SGVCOG and Right of Way. It is understood that if a City provides comments or approves the traffic control plan on a delayed timeline that results in an increased cost for implementation of the Event, the City may be responsible for reimbursing the SGVCOG for those additional costs.
4. Review materials from the SGVCOG and its consultant(s) and provide comments and approval on the timelines directed by the SGVCOG and its consultant(s).
5. Send out event information via City communication channels.
6. Coordinate with the SGVCOG and its consultant(s) as necessary throughout the

development and implementation of the Event.

7. Timely respond to all communications from the SGVCOG and its consultant(s) that relate to the Event and attend planning meetings, public safety meetings and the final event debrief meeting.
8. Submit one (1) invoice per City to the SGVCOG in an amount not to exceed the City's Funding Amounts as described in Exhibit A, with supporting documentation evidencing those eligible expenses the City incurred that are eligible for reimbursement.
9. At the same time the above invoice is submitted, submit supporting documentation evidencing each City provided eligible in-kind services satisfying the In-Kind Match Requirement as described in Exhibit A.
10. Should a City not participate/host the Event, then that City shall reimburse the SGVCOG one half of the costs that the SGVCOG has incurred up to the date of cancellation and any reasonable additional costs the SGVCOG incurs arising out of the cancellation, but in no event to exceed Two Hundred Thousand Dollars ($200,000); provided that if due to the City's cancellation the Event cannot be held in any of the Cities, the City cancelling the Event shall be responsible for reimbursing all of the SGVCOG's incurred costs under this Agreement, including but not limited to, any demand by LACTMA to SGVCOG to reimburse the Grant funds. This provision shall not apply if a City's cancellation arises out of circumstances that are outside of its control, including but not limited to, circumstances that present a threat to the public health, safety, and welfare. In such a situation the Cities shall work cooperatively with the SGVOCG to reschedule the event if practicable.

## III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Sam Pedersen, Management Analyst, whose contact information is set forth below.
2. For the purposes of this MOA, the City of El Monte designates the following individual as its representative: Leticia Ortiz, Senior Project Manager, whose contact information is set forth below.
3. For the purposes of this MOA, the City of South El Monte designates the following individual as its representative: Andres Gonzalez, Senior Public Works Analyst, whose contact information is set forth below.

Any of the Parties may change the designations set forth herein upon written notice to the other Parties.

## IV. DEFAULT; REMEDIES:

A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of any Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of any Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Event.

B. Remedies. In the event of a Default by any Party, the non-defaulting Party(ies) will provide a written notice of such Default to the defaulting Party. The defaulting Party shall have thirty (30) days from the date such written notice was mailed in accordance with this MOA to cure the Default to the reasonable satisfaction of the non-defaulting Party(ies). In the event the Default is of a nature that it cannot be cured within thirty (30) days, the defaulting Party shall commit to and commence the cure within such 30-day period and act promptly to cure the Default to the reasonable satisfaction of the non-defaulting Party(ies), but in no event more than sixty (60) days from the mailing of the notice of Default. If the defaulting Party fails to cure within thirty (30) days of the Default notice or in the event the Default is not curable within thirty (30) days to commit to and commence the cure of such Default within no more than sixty (60) days, the non-defaulting Party(ies) may terminate this MOA as to the defaulting Party. Such termination shall be effective immediately upon the mailing of written notice by the non-defaulting Party(ies) to the defaulting Party in accordance with this MOA. The remedies described herein are non-exclusive. In the event of a Default by any Party, the non-defaulting Party(ies) shall have the right to seek any and all remedies available at law or in equity.

## V. INDEMNIFICATION AND INSURANCE:

Each Party to this MOA is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an MOA as defined by Section 895 of the Government Code, the Parties as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOA, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above stated purpose, each Party indemnifies and holds harmless the other Party solely by virtue of Government Code Section 895.2. The provision of California Civil Code Section 2778 is made a part hereto as if fully set forth herein. Each Party certifies that it has insurance coverage sufficient to meet any obligation arising from this MOA. Each Party will be responsible for its own actions in providing services under this MOA in connection with the Event within its jurisdictions and shall not be liable for any civil liability that may arise from the furnishing of services by any other Party within that Party City's jurisdiction.

## VI. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

| | |
|---|---|
| To SGVCOG: | Sam Pedersen, Management Analyst<br>1333 S. Mayflower Avenue, Suite 360<br>Monrovia, CA 91016<br>(626) 457-1800<br>spedersen@sgvcog.org |
| with a copy to: | Marisa Creter, Executive Director<br>1333 S. Mayflower Avenue, Suite 360<br>Monrovia, CA 91016<br>(626) 457-1800<br>mcreter@sgvcog.org |
| To El Monte: | Leticia Ortiz, Senior Project Manager<br>11333 Valley Boulevard<br>El Monte, CA 91731<br>(626) 580-2022<br>lortiz@elmonteca.gov |
| with a copy to: | Alma Martinez, City Manager<br>1333 Valley Boulevard<br>El Monte, CA 91731<br>(626) 580-2001<br>amartinez@elmonteca.gov |
| To South El Monte: | Andres Gonzalez, Senior Public Works Analyst<br>1415 Santa Anita Avenue<br>South El Monte, CA 91733<br>(626) 652-3147<br>agonzalez@soelmonte.org |
| with a copy to: | Rene Salas, City Manager<br>1415 Santa Anita Avenue<br>South El Monte, CA 91733<br>(626) 579-6540<br>rsalas@soelmonte.org |

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. No 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 others 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. No Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Parties. 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 warrants 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 EL MONTE:

By:_____
Alma Martinez
City Manager

Date:_____

Approved as to form:

By: _____
Richard E. Padilla
Deputy City Attorney

FOR THE CITY OF SOUTH EL MONTE:

By:_____
Rene Salas
City Manager

Date:_____

Approved as to form:

By:_____
Susie A. Altamirano
Interim City Attorney

FOR THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:

By:_____
Marisa Creter
Executive Director

Date:_____

Approved as to form:

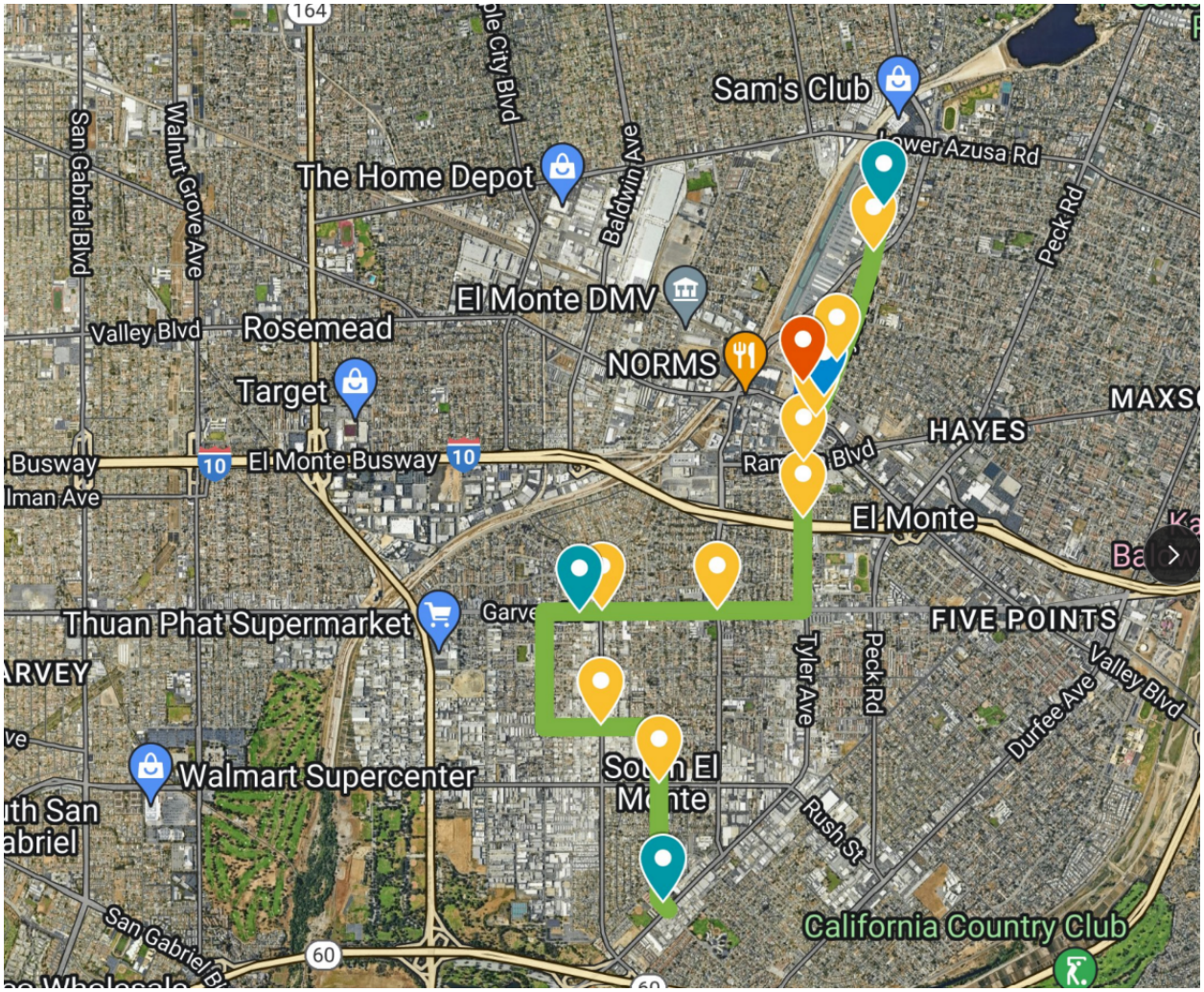
By:_____
David DeBerry
General Counsel

Exhibit A
Grant Funding and In-Kind Match by City

| | Funding Amounts | In-Kind Match Requirement |
|---|---|---|
| El Monte | $18,000.00 | $25,000.00 |
| South El Monte | $18,000.00 | $15,000.00 |

Exhibit B

The Route Map



# City Council Agenda Report

**Agenda Item No. 8.a.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Guillermo Arreola, Director of Community Development

**SUBJECT:** APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD

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**SUMMARY:** Appeal of Planning Commission Resolution No. 24-09 adopting a mitigated negative declaration and approval of Conditional Use Permit No. 24-09

**RECOMMENDED ACTION:** Pursuant to Government Code Section 54955.1 this hearing has been continued to February 18, 2025.

**FISCAL/FINANCIAL IMPACT:** None.

**DISCUSSION:** None.

**ATTACHMENT(S):**

None

# City Council Agenda Report
**Agenda Item No. 8.b.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Andres Gonzalez, Public Works Analyst

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-009, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2024-25 and FISCAL YEARS (FY) 2025-26

---

**SUMMARY:** Staff recommends amending the Fiscal Year 2024-2025 CDBG Consolidated Plan to request additional CDBG Revolving Funds for an existing project and to program CDBG funds for Fiscal Year 2025-2026.

**RECOMMENDED ACTION:** Staff Recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 25-009, allowing the City to revise its CDBG Consolidated Action Plan for the use of CDBG funds for FY 2024-25 and FY 2025-26; and
4. Allow the City Manager to adjust the CDBG Program budgets as necessary throughout FY 2024-25 and FY 2025-26, for the timely expenditure of CDBG funds according to the CDBG drawdown guideline.

**ENVIRONMENTAL ANALYSIS:** 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. Revising the allocation of federal funds 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.

**FISCAL/FINANCIAL IMPACT:** The fiscal impact involves amending the Consolidated Action Plan for FY 2024-25 to allocate a total of $910,952. This includes $136,207 for the Aquatic Pool Replastering Project, $100,000 for Code Enforcement, $136,000 in Revolving Funds for the Aquatic Pool Replastering Project, $238,745 for the City Hall Restroom Renovation Project and an additional $300,000 in Revolving Funds for the City Hall Restroom Renovation Project. Additionally, it is recommended to program $226,774 in CDBG funds for FY 2025-26 for the repayment of Revolving Funds: $136,000 for the Aquatic Pool Replastering Project and $90,774 for the City Hall Restroom Renovation Project.

**DISCUSSION:** The City of South El Monte is proposing an amendment to its Community Development Block Grant (CDBG) Consolidated Plan for Fiscal Year 2024-2025. The City Hall Restroom Renovation Project (Project 602293-21) was initially planned for Fiscal Year 2021-2022 with a budget of $238,745. Due to rising construction costs and the need to meet accessibility standards, an additional $300,000 is required to complete the project, bringing the revised total project cost to $647,860. The City will use funds from its California Natural Resources Agency grant to cover the remaining balance.

The cost increase is primarily attributed to compliance with the Americans with Disabilities Act (ADA), which necessitates design updates to ensure the restrooms are fully accessible. The redesigned facilities will include ADA-compliant features, creating equitable access for all individuals, including residents and visitors with mobility challenges. These improvements align with the City's commitment to inclusivity and accessibility, ensuring that public spaces like City Hall meet modern standards and serve all members of the community effectively.

On January 18, 2024, the City formally requested additional CDBG Revolving Loan Funds from the Los Angeles County Community Development Authority (LACDA) to address this budget shortfall. Approval of this request will allow the City to proceed with the restroom renovations, delivering updated and inclusive facilities that support the needs of the community.

Members of the public are encouraged to review the proposed amendment and provide input before its submission to United States Department of Housing and Urban Development (“HUD”).

Staff recommends amending the Fiscal Year 2024-2025 CDBG Consolidated Plan to request additional CDBG Revolving Funds for an existing project and to program CDBG funds for Fiscal Year 2025-2026.

**ATTACHMENT(S):**

A. Resolution No. 25-009
B. Public Notice - CDBG Funds

**ATTACHMENT A**

RESOLUTION NO. 25-009

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2024-25 AND 2025-26

**WHEREAS**, the CDBG Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

**WHEREAS**, the City of South El Monte contracts with the Los Angeles County Community Development Commission for the disbursement of CDBG Funds, through the Small Cities Program; and

**WHEREAS,** the City of South El Monte is expected to receive $910,952 in FY 2024-25, and $226,774 in FY 2025-26, for a total of $1,137,726 in CDBG Funds; and

**WHEREAS,** the City of South El Monte has previously programmed $610,952 for FY 2024-25 toward the City-Wide Pavement Project, Code Enforcement, City Hall Restroom Renovation Project and the Aquatic Pool Replastering Project. However, the $300,000 in Revolving Funds for the City Hall Restroom Renovation Project and $226,774 for FY 2025-26 have not yet been programmed; and

**WHEREAS**, the City Council has conducted a public hearing, with the required prior noticing to provide the public an opportunity to comment on the programs proposed for the Fiscal Year 2024-2025 and 2025-2026 Community Development Block Grant Funds Program.

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

**SECTION 1.** The City Council approves the programming and reprograming of the funds for FY 2024-25 and FY 2025-26 as detailed in Exhibit A and instructs the City Manager to submit the necessary document and a copy of this Resolution to the Los Angeles County Community Development Commission.

**SECTION 2.** 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. Revising the allocation of federal funds 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 3.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 28th day of January 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-009 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 28th day of January 2025, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

# EXHIBIT A

## CDBG FUNDING FISCAL YEAR 2024-2025 AND FISCAL YEAR 2025-2026

## CDBG FUNDING FISCAL YEAR 2024-2025

Programming of Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) estimated allocation $236,207.

**Code Enforcement Project** (Project 602067-24) allocated $100,000.
The purpose of the Code Enforcement program is a continuing activity which is designated to aid in the protection of the public health and safety by eliminating substandard housing, removing blighted conditions, promoting property maintenance, and ensuring conformance with City's zoning and building ordinances, along with State and County codes.

**South El Monte Pool Replastering** (Project 602691-24) allocated $272,207.
This project located at the Aquatic Center: 1500 Central Avenue will consist of replastering the small and large pool. CDBG funds will be used for labor, materials, equipment, professional services, and other necessary work.

**The City Hall Restroom Renovation** (Project 602293-21) allocated $123,000, with an additional $300,000 in Revolving Funds requested.
This project located at City Hall: 1415 Santa Anita Avenue will consist of redesigning the restroom facilities at City Hall to include ADA-compliant features, creating equitable access for all individuals, including residents and visitors with mobility challenges. These improvements align with the City's commitment to inclusivity and accessibility, ensuring that public spaces like City Hall meet modern standards and serve all members of the community effectively. This project was initially planned for Fiscal Year 2021-2022 with a budget of $123,000. However, due to rising construction costs and the need to meet modern accessibility standards, an additional $300,000 is required to complete the project. The revised CDBG project budget is $423,000.

## CBGD FUNDING FISCAL YEAR 2025-2026

Programming of Fiscal Year 2025-2026 (July 1, 2025 – June 30, 2026) allocation $226,774.

**Repayment of Revolving Funds**
CDBG funding for FY 2025-26 to be allocated as follows: $136,000 for the repayment of Revolving Funds used for the Aquatic Pool Replastering Project and $90,774 for the repayment of Revolving Funds used for the City Hall Restroom Renovation Project.

**ATTACHMENT B**

# PUBLIC NOTICE
# Community Development Block Grant (CDBG) Funds

NOTICE IS HEREBY GIVEN that the public is invited to review the City of South El Monte's recommendation to amend its Community Development Block Grant (CDBG) Consolidated Plan for the fiscal year 2024-2025 (covering July 1, 2024 – June 30, 2025). The proposed amendment includes a request for additional CDBG Revolving Funds to address a funding shortfall for an existing CDBG project. The amendment will be submitted to the U.S. Department of Housing and Urban Development (HUD). This notice serves as an invitation for public review and feedback before the city moves forward with the submission. Members of the public are encouraged to participate in the review process to ensure transparency and community engagement in the allocation of these funds.

**The following project is recommended:**

The City Hall Restroom Renovation (Project 602293-21) was initially planned for fiscal year 2021-2022. However, the project has experienced an unexpected cost increase of $300,000. This increase is primarily attributed to rising construction costs and the need to upgrade the restrooms to comply with modern accessibility standards, specifically the Americans with Disabilities Act (ADA) requirements.

The newly revised design for the restrooms incorporates ADA-compliant features, ensuring they are accessible to all individuals, regardless of their mobility or physical limitations. These improvements are crucial in providing equitable access to city services for both residents and visitors, ensuring that everyone can comfortably use the facilities in a public building like City Hall. The renovation will result in updated, inclusive restroom facilities that meet modern standards of accessibility, improving the overall experience for all who visit City Hall.

On January 18, 2024, the City submitted a request to the Los Angeles County Community Development Authority (LACDA) for an additional allocation of CDBG Revolving Loan Funds to support the City Hall Restroom Renovation project. The city is requesting an increase in the project budget from $123,000 to $423,000, in order to accommodate the full scope of the renovation.

The public hearing will be held on the following:

| | |
|---|---|
| Date: | Tuesday, January 28, 2025 |
| Time: | 6:00 P.M. |
| Location: | City of South El Monte- Council Chamber 1415 Santa Anita Avenue<br>South El Monte, CA 91733 |

Citizens wishing to comment should submit written comments by January 28, 2025. If you have any questions, or comments please call Irma S. Peniche at (626) 579-6540 or e-mail at ipeniche@soelmonte.org.

Dated this 19th day of December 2024.

Irma S. Peniche

City of South El Monte
Project 630 -City Hall Restroom Renovation

# City Council Agenda Report
**Agenda Item No. 9.a.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Andres Gonzalez, Public Works Analyst

**SUBJECT:** PRESENTATION OF DESIGN OPTIONS FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

---

**SUMMARY:** The project includes installation of bicycle and pedestrian mobility improvements along Santa Anita Avenue and Tyler Avenue. The project is currently in the design phase, and staff seeks City Council direction on two design alternatives presented for the proposed bicycle facilities within project limits.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Receive presentation and provide direction regarding whether to implement Design Option 1 or Design Option 2 for the project; and
2. Direct the City Manager to finalize project design based on the selected Design Option.

**FISCAL/FINANCIAL IMPACT:** There is no fiscal impact regarding this action. Staff will return to Council to request appropriation of the additional funds received, when such funds are formally approved by LACMTA (Metro).

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

The project is located along Santa Anita Avenue and Tyler Avenue in the City of South El Monte, in the San Gabriel Valley area. The project limits are Santa Anita Avenue from Merced Avenue/Fawcett Avenue to Tyler Avenue, and Tyler Avenue from Santa Anita Avenue to Klingerman Street. Total project length is approximately 1.4 miles.

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

The preliminary design phase for the project was completed in early 2024. The project construction phase was not fully funded; therefore, City staff had been seeking additional funding opportunities for the construction phase of the project, based on the engineer's estimate prepared for the project.
In September 2024, San Gabriel Valley Council of Governments (SGVCOG) announced Call for Projects for FY 2026-2029 MSP (Cycle 3 Applications) program. Staff prepared a funding application and submitted the application in November 2024. The prepared funding application was in the amount of $3,500,000 to bridge the gap in construction funds required to implement this project. In December 2024, the City received correspondence from SGVCOG indicating that this project is being recommended for Cycle 3 grant funding in the amount of $3,500,000. This recommendation will be further reviewed and approved by Metro in 2025. The anticipated award of these additional funds will make the project fully funded for the proposed improvements. Staff will return to Council at a later date to appropriate these additional funds into the project and revise the total project budget.

In the meantime, staff prepared preliminary design recommendations for the proposed bicycle facilities and staff seeks direction from City Council on two design options to proceed with final design.

Staff recommends City Council receive presentation and provide direction regarding whether to implement Design Option 1 or Design Option 2 for the project; and direct the City Manager to finalize project design based on the selected Design Option.

**ATTACHMENT(S):**

A. Project Presentation

# SANTA ANITA AVE/TYLER AVE CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

City Council Meeting

January 28, 2025

# Presentation Outline:

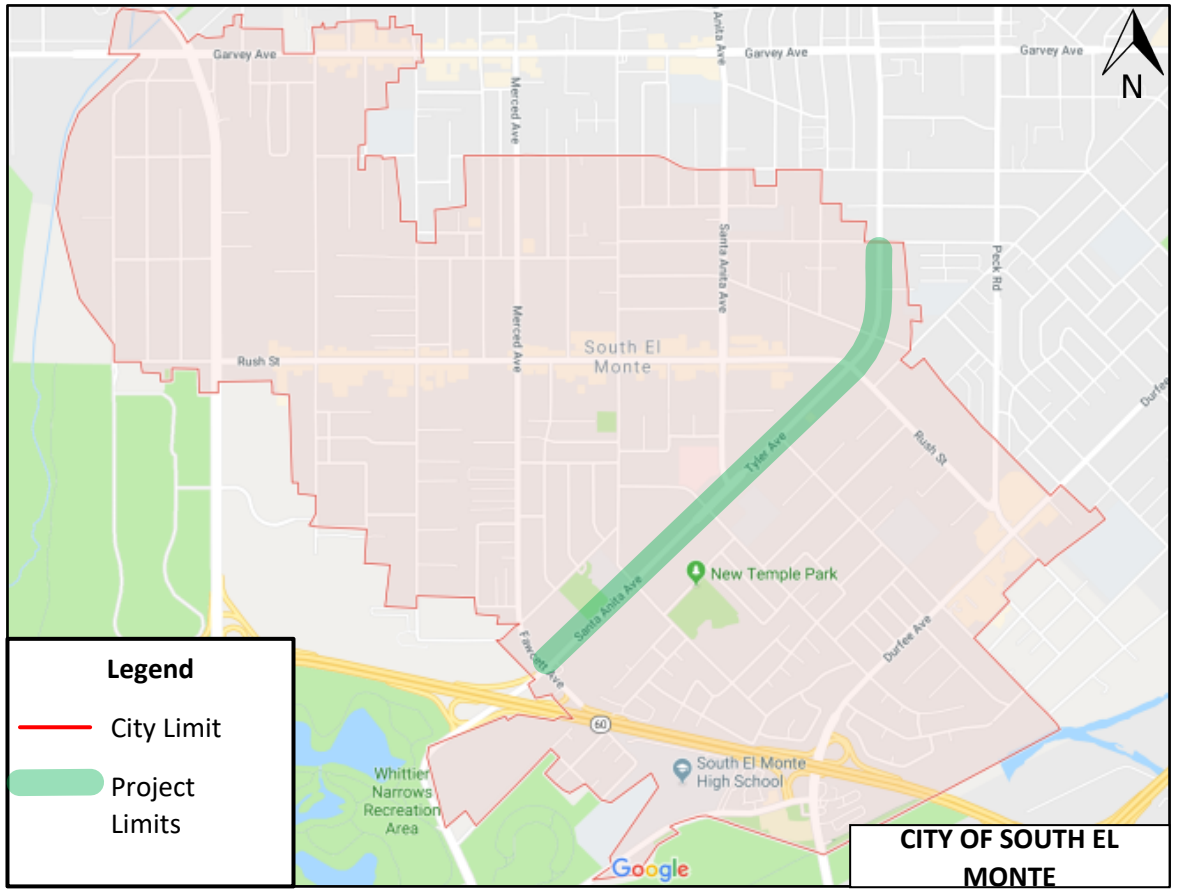
- ✓ Project Overview
- ✓ Bicycle Facility Design Options

# Project Overview:

- ✓City's Goal:
  - ✓Transform Santa Anita Avenue corridor between HWY-60 (South City Limit) and Tyler at Klingerman St (North City Limit) into a business Civic Center corridor that would include shopping, public services and events.
  - ✓Improve pedestrian mobility by providing continuous sidewalk.
  - ✓Provide bike mobility and enhance safety by installing bike lanes.
  - ✓Improve pedestrian safety by constructing raised center medians, high visibility crosswalks, enhanced signage, and other pedestrian safety devices to improve overall safety of the corridor.
  - ✓Improve city branding efforts by installing monuments signs, wayfinding signs, new street furniture (bus shelters, trash cans, bike racks, benches, etc.)

# Project Overview:

✓Project Limits:




Santa Anita Avenue between Merced Ave/Fawcett Ave to Klingerman Street (North City Limit)

Total Project Length: 1.4 miles

# Project Overview:

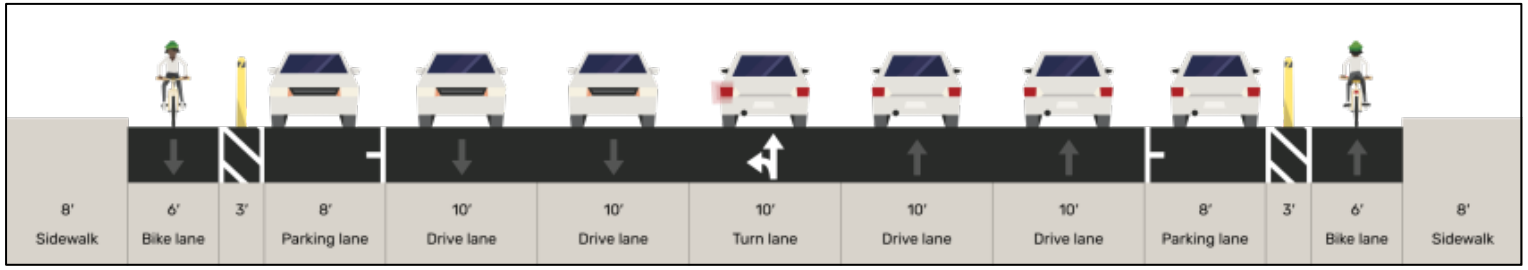
✓Project Budget:

| Funding Description | Funding Amount |
|---|---|
| LACMTA Measure M MSP (Cycle 1) | $5,671,500 |
| LACMTA Measure M MSP (Cycle 3)* | $3,500,000 |
| **TOTAL** | **$9,171,500** |

** On December 17th 2024, the City received correspondence from SGVCOG indicating that this project is being recommended for Cycle 3 grant funding in the amount of $3,500,000. This recommendation will be further reviewed and approved by Metro in 2025.*

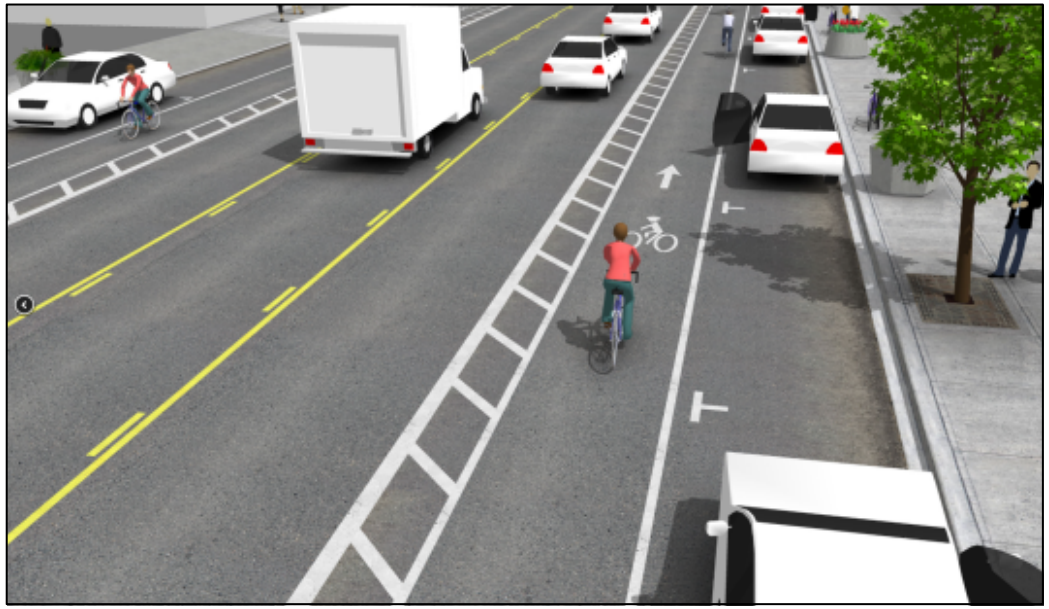
# Bicycle Facility Design Options:

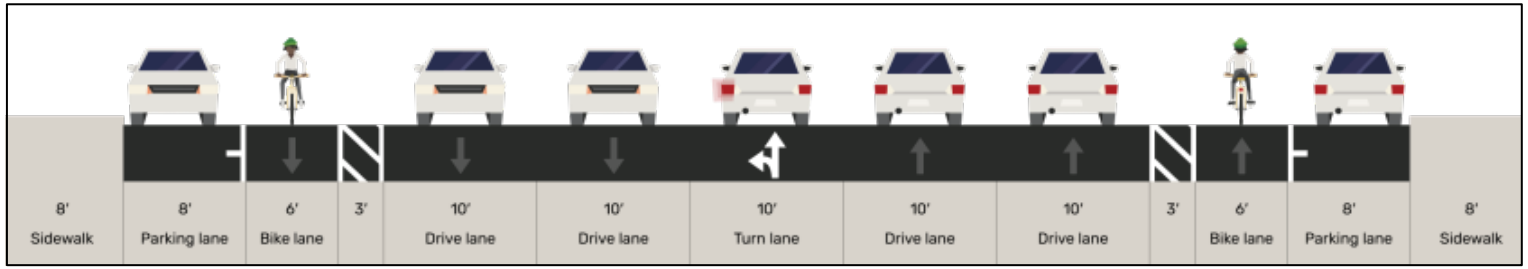
✓Santa Anita Ave Design Option 1: Class IV Curbside Bike Lane (from Merced Ave to Weaver Ave), Painted Buffer with Delineators, and Parking next to Travel Lane



# Bicycle Facility Design Options:

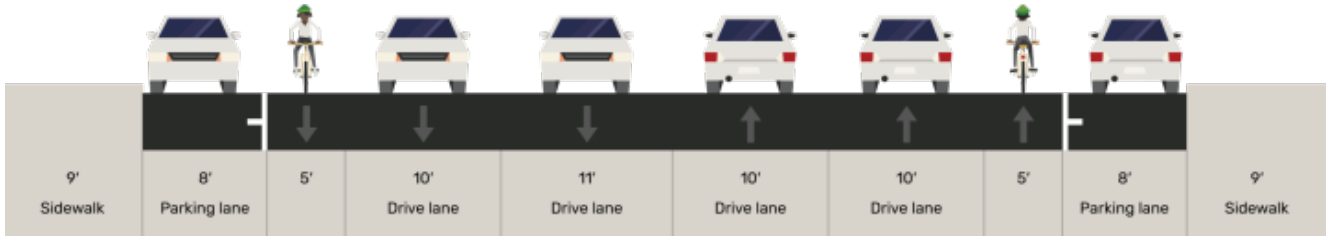
✓Santa Anita Ave Design Option 2: Class II Bike Lane, Painted Buffer, and Delineators and Curbside Parking





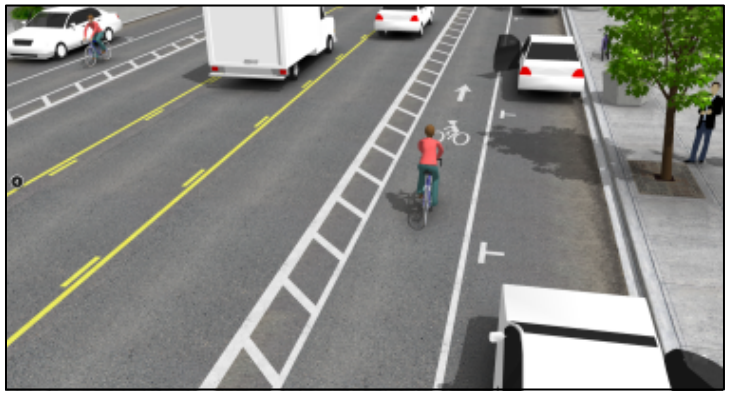
# Bicycle Facility Design:

✓Tyler Ave Design: Class II Bike Lane (from Weaver Ave to Klingerman St), and Curbside Parking

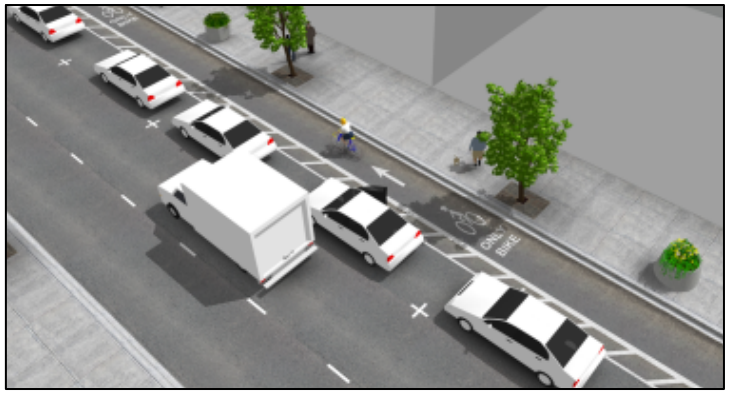


# Bicycle Lane Definitions:

Class II Bicycle Lanes:
*Painted bicycle lanes
*Typically 5’ bike lane



Class II Bicycle Lanes with Buffer
* Separated from travel lanes by a painted buffer
* Typically 5’ bike lane, 3’ buffer



Class IV (Cycletrack) Bicycle Lanes:
*Dedicated bicycle lane with physical barriers and NO CONFLICT with vehicular traffic

# Bicycle Facility Design Options:

## ✓Parking Impact – Proposed On Street Parking:

| Direction | Segment | Existing Parking (Each) | Proposed Design Option 1 (Each) | Proposed Design Option 2 (Each) |
|---|---|---|---|---|
| **Santa Anita Ave between Merced/Fawcett to Michael Hunt Dr** | | | | |
| NEB | Merced/Fawcett to Central Ave | 23 | 15 | 20 |
| SWB | Merced/Fawcett to Central Ave | 36 | 21 | 34 |
| NEB | Central Ave to Michael Hunt Dr | 29 | 12 | 27 |
| SWB | Central Ave to Michael Hunt Dr | 14 | 10 | 13 |
| | | | | |
| **Tyler Ave between Michael Hunt Dr and Weaver** | | | | |
| NEB | Michael Hunt Dr to Thienes Ave | 14 | 5 | 14 |
| SWB | Michael Hunt Dr to Thienes Ave | 31 | 12 | 22 |
| NEB | Thienes Ave to Rush St | 21 | 14 | 21 |
| SWB | Thienes Ave to Rush St | 24 | 16 | 24 |
| NEB | Rush St to Weaver Ave | 6 | 0 | 2 |
| SWB | Rush St to Weaver Ave | 6 | 0 | 6 |
| | **TOTAL** | **204** | **105** | **183** |
| | **Total Eliminated On Street Parking** | **0** | **99** | **21** |

Assumptions:

1. Parking count does not include yellow or white painted curb
2. Existing and proposed parking count assumes 20' long parking spaces
3. Daylighting assumed on approach side for 20' where red curb is not present
4. For Proposed Class II Only, 100' mixing zone assumed

# Bicycle Facility Design Options:

## ✓Parking Impact – Proposed Eliminated On Street Parking:

| Direction | Segment | Existing Parking (Each) | Eliminated On Street Parking per Design Option 1 (Each) | Eliminated On Street Parking per Design Option 2 (Each) |
|---|---|---|---|---|
| **Santa Anita Ave between Merced/Fawcett to Michael Hunt Dr** | | | | |
| NEB | Merced/Fawcett to Central Ave | 23 | 8 | 3 |
| SWB | Merced/Fawcett to Central Ave | 36 | 15 | 2 |
| NEB | Central Ave to Michael Hunt Dr | 29 | 17 | 2 |
| SWB | Central Ave to Michael Hunt Dr | 14 | 4 | 1 |
| | | | | |
| **Tyler Ave between Michael Hunt Dr and Weaver** | | | | |
| NEB | Michael Hunt Dr to Thienes Ave | 14 | 9 | 0 |
| SWB | Michael Hunt Dr to Thienes Ave | 31 | 19 | 9 |
| NEB | Thienes Ave to Rush St | 21 | 7 | 0 |
| SWB | Thienes Ave to Rush St | 24 | 8 | 0 |
| NEB | Rush St to Weaver Ave | 6 | 6 | 4 |
| SWB | Rush St to Weaver Ave | 6 | 6 | 0 |
| | **TOTAL** | **204** | **99** | **21** |
| | **Total Eliminated On Street Parking** | **0** | **99** | **21** |

Assumptions:

1. Parking count does not include yellow or white painted curb
2. Existing and proposed parking count assumes 20' long parking spaces
3. Daylighting assumed on approach side for 20' where red curb is not present
4. For Proposed Class II Only, 100' mixing zone assumed

# Staff Recommendation:

✓Staff recommends City Council provide direction regarding whether to implement Design Option 1 or Design Option 2 for the project; and

✓Direct the City Manager to finalize project design based on the selected Design Option.

# Questions and Comments

# City Council Agenda Report
**Agenda Item No. 9.b.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONERS

---

**SUMMARY:** Appointments to be made to the Advancement of Women and Girls Commission, which is a five-member commission. Current terms expired on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking re-appointment/appointment to the Advancement of Women and Girls Commission for a one-year term ending January 31, 2026.

**FISCAL/FINANCIAL IMPACT:** Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

**DISCUSSION:** The deadline for Commission Application was extended to January 22, 2025 by 5:00 p.m. by the City Council at its January 14, 2025 meeting.

The Advancement of Women and Girls Commission is a five-member commission consisting of five city residents appointed by a majority of the City Council, including one (1) senior (fifty-five (55) and over) and one (1) youth (between the ages of sixteen (16) through seventeen (17)). This appointment is for a one-year term commencing on February 1, 2025, pending clearance of Live Scan background check.

Twelve (12) applicants are seeking reappointment/appointment to the Advancement of Women and Girls Commission.

Seeking Reappointment:
- Alice Strong
- Christina Fonseca
- Linda Miramontes

Seeking Appointment:
- Karina Murillo
- Evelyn Briones
- Evelyn Bustos Hinson
- Elizabeth Gutierrez
- Sara Gaeta-Anguiano
- Nydia Romero – (Also applied for Community Services and Patriotic)
- Cindy B. Nguyen – (Also applied for Community Services)
- Darlene G. Soto – (Also applied for Community Services and Planning)
- Denise R. Silva – (Also applied for Community Services and Planning)

**ATTACHMENT(S):**

A. Alice Strong
B. Christina Fonseca
C. Linda Miramontes
D. Karina Murillo
E. Evelyn Bustos Hinson
F. Elizabeth Gutierrez
G. Nydia Romero
H. Cindy Nguyen
I. Darlene Soto
J. Denise Silva
K. Evelyn Briones
L. Sara Gaeta-Anguiano

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -7 P 3:12

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Alice Strong Address: [redacted]

Years in South El Monte: 33 + Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: _____

Employer: _____ Work Phone: _____

Occupation: retired Employer's Address: _____

**EDUCATION/TRAINING**

High School:

Rosemead High School — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Pasadena City College — AA
Name/Location — Major/Degree

Los Angeles City College

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

none

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Women in Theatre - Past Board member
Bike SGV co-founder
South El Monte Senior Center
Kidsave

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a long time resident of South El Monte I am very familiar with the city and surrounding cities that make up Los Angeles County. As a woman I understand some of the obstacles facing women and girls in business - especially in the more male-dominated areas. As a mother I have compassion for women who choose to play dual roles, one at home and one in the work place.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** Oct 7, 2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

Received via Email 9/30/2024, 8:34 p.m.

**CITY OF SOUTH EL MONTE**

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

# APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( x) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( x) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Christina Fonseca Address: [redacted]

Years in South El Monte: 17 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Options Work Phone: [redacted]

Occupation: Case Manager Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Mark Keppel — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo. — Drug & Alcohol Couseling
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Commission of women and girls

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

N/A

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I work for a nonprofit organization for the past 26 years. I work with families, childcare providers.

And the community I have excellent communication skills Am well organized And I am

To communicate in both English and Spanish.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 9/30/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -7 P 3:42

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(✓) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: LINDA MIRAMONTES Address: [redacted]

Years in South El Monte: 60 Home Phone: [redacted]

E-mail Address [redacted] Cell Phone: [redacted]

Employer: Marian Outreach Work Phone: _____

Occupation: cordinator Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

MOUNTAIN VIEW HIGH SCHOOL, EL MONTE 12
Name/Location Highest Grade Completed

University, College, Trade School, or Other:

_____
Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Advancement for women and girls

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Ministries @ Epiphany Church
Marian Outreach - food distribution

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NONE

Would your personal or business activities conflict with you serving as a commissioner? NONE If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I am currently on the board for the Advancement for women and girls and feel I can still give my time and talents to help build this community for the betterment of this program

## IMPORTANT

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Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 10-6-2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -8 P 3:22

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(✓) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Karina Murillo Address: [redacted]

Years in South El Monte: 33 Home Phone: N/A

E-mail Address: [redacted] Cell Phone [redacted]

Employer: LAUSD Work Phone: [redacted]

Occupation: Teacher Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Ramona Convent Secondary School Alhambra, CA. 12th
Name/Location Highest Grade Completed

University, College, Trade School, or Other:

Cal State University, Los Angeles Bachelors Minorin Gender and Women Studies
Masters
Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

N/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

N/A

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a lifelong resident of South El Monte, I believe it is import to advocate for the rights and needs of all city residents. My plan is to be an effective collaborator by bringing different stakeholders together to find common ground for enacting policies that benefit the city. I will also be transparent about the decision making process. Due to my education and background, I believe I have strong problem-solving and communication skills.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 10/8/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

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1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

## APPLICATION FOR APPOINTMENT TO COMMISSION

CITY CLERK'S OFFICE
SOUTH EL MONTE
2024 DEC 11 PM 3:40

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Evelyn Bustos Hinson Address: [redacted]

Years in South El Monte: 3yrs. 10 mos. Home Phone: —

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: County of Los Angeles Work Phone [redacted]

Occupation: Custody Assistant Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Northview High School Covina, Ca. — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

NorthWest College West Covina, Ca. — Medical Assistant Cert.
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Professional Peace Officer's Association
Sheriff's Relief Association
Los Angeles Sheriff's Professional Association

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a former single working mother, I have first hand experience managing the challenges of balancing personal and professional responsibilities. I have a deep understanding of the struggles women face. I am resilient, empathetic, and have problem solving abilities, which I believe would serve me well as a commissioner. I believe I can bring a unique perspective and valuable insight to the Women's Commission, inspiring and empowering women to succeed in all aspects of life. I am fully committed to serving the women and community of South El Monte.

## IMPORTANT

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**Signature of Applicant** [redacted] **Date:** 12-11-24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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(626) 579-6540

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 P 3:40

## APPLICATION FOR APPOINTMENT TO COMMISSION

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- ( ) Representing Senior Member at Least 55 years of age
- (✓) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Elizabeth Gutierrez Address: [redacted]

Years in South El Monte: 40 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: _____

Employer: Los Angeles County Dept of Mental Health Work Phone: [redacted]

Occupation: LCSW Employer's Address: _____

**EDUCATION/TRAINING**

High School:

South El Monte High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

CSULB — Masters in Social Work
Name/Location — Major/Degree

## LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

None

## PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

National Association of Social Workers

Parent Teacher Association

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

None

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a licensed clinical social worker specializing in mental health, I bring a unique combination of professional expertise, lived experience, and education to support our local youth. My background enables me to address the critical role mental health plays in overall well-being while also serving as a proud Latina member of this community.
I am committed to helping our youth develop emotional intelligence—an essential skill for success in school, the workplace, and society.

Having grown up in South El Monte and lived here for over 40 years, I understand the community's needs and strengths firsthand. As a product of local schools, I aspire to be a mentor and positive role model, particularly for our adolescents,

inspiring them to navigate challenges and achieve their full potential.

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**Signature of Applicant** [redacted] **Date:** 12·12·24

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 A 9:22

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member At Least 55 years of age
- (✓) Representing Youth Member Between 16-17 years of age

(✓) Community Services: (✓) Representing Senior Member At Least 60 years of age
- (✓) Representing Youth Member Between 16-21 years of age

(✓) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Nydia Romero Address: [redacted]

Years in South El Monte: 30 Home Phone: [redacted]

E-mail Address: nyd_rom@yahoo.com Cell Phone: —

Employer: Kingreen Systems Work Phone: —

Occupation: CNA/PA Employers Address: [redacted]

**EDUCATION/TRAINING**

High School

SEMHS — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other

Premier Career College — Nursing Assistant
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

n/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

VLSD PTO = 4 years
JEMHS = EIAC chair, Delac
VLSD = Parent + Advisory Committe chair

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting?_____

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I am a passionate person. I believe deeply in community service and how giving back is crucial to showing our children how to be productive adults. I began my volunteer career 19 years ago at Optima pre-k, helping w/ lunch for the kiddos. I was called to action because not a lot of people could. Its ~~paralyzed~~ sparked a love of helping that I wish to nurture and grow further. I have been PTO VP, Treasurer and now President. I can work in a team.

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**Signature of Applicant** [redacted] **Date:** 12/12/24

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South El Monte, CA 91733
(626) 579-6540

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 P 12:47

## APPLICATION FOR APPOINTMENT TO COMMISSION

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- ( ) Representing Senior Member at Least 55 years of age
- (✓) Representing Youth Member between 16-17 years of age

(✓) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- (✓) Representing Youth Member between 16-21 years of age

( ) Patriotic (✓) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Cindy B. Nguyen Address: [redacted]

Years in South El Monte: 10 Home Phone: none

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: none Work Phone: none

Occupation: student Employer's Address: none

**EDUCATION/TRAINING**

High School:

South El Monte High School — 11th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

none
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

none

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

All clubs I belong to are Future Business Leaders of America (FBLA).

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? no

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As the treasurer for my high school's Associated Student Body (ASB), I am required to do a lot of planning and take initiative. A lot of work that I do as treasurer is meant to improve my school and community, such as our annual toy drive during December or our annual Thanksgiving food drive. I want to use my experience to further support my local community.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 12/10/2021

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 P 3:17

All-America City

# APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

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- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Darlene G. Soto Address: [redacted]

Years in South El Monte: 11 Home Phone: NONE

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Freedom Vision Surgery Center Work Phone: [redacted]

Occupation: Surgical Coder Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Garfield High School — 12th grade
Name Locat... — H...est Grade...le

University, College, Trade School, or Other:

Precision Medical Services LLC — Medical Coder - Certificate
Name Locati n — M...

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

N/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

I am community minded. I have served on the PTO. I also a member for my Church Worship team, and now I would like to be more involved to serve my community.

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have been a resident for over 11 years and would like to extend my experiences to serve our community.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 12-12-2024

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South El Monte, CA 91733
(626) 579-6540

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2021 DEC 12 A 8:57

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- (X) Representing Youth Member between 16-17 years of age

(X) Community Services: (X) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Denise R. Silva Address: [redacted]

Years in South El Monte: 28 yrs. Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Kingston Technology Work Phone: [redacted]

Occupation: Sales Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

El Monte High School — 12th grade
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo College — Associates Art Degree
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

City of Commerce - Tracy, CA.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Stretch Ministry - Calvary Chapel El Monte
KWNG Member - Work group where we volunteer our time to varies organizations - i.e. Colette's Children Home, OC Food Bank

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have lived in South El Monte for a total of 28 years. I love my city and have actively attended many of the events throughout the last 4 years. I will be retiring in March 2025 and would like to start serving and giving back to my community. I have a passion for people and often have been told by others that I have a gift for encouraging others. I love to help people and have a knack for making people feel seen and heard. I especially have a →

heart for the seniors of our community. Upon my father's passing in 2019, I actively pursued registering my mom to attend the South EL Monte Senior Center, I genuinely believe this has been a life changer for my mom and has keep her active and healthy. I have so much gratitude to our city for providing such wonderful programs to our seniors in our community. I often have said that after I retire, I would like to help with activities for the seniors and give back for all they have done for my mom. I also have a heart for the advancement of women and our youth. I feel in today's workforce women need to be confident in their skills and know that they have equal opportunities just as men do and we must encourage the women and youth of today to pursue their dreams. I feel I would be an asset to our community if selected to serve on a commission for South EL Monte. I am a very hard worker, love people and consider myself to be creative. If chosen to represent my City as a commissioner, I will give my heart to all I do for the betterment of our community and South EL Monte.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 12/12/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2025 JAN 21 P 4:26

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(✓) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Evelyn Briones Address: [redacted]

Years in South El Monte: 28 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Whittier Union High School District / Whittier Area Cooperative Special Education Local Plan Area Work Phone: [redacted]

Occupation: Mental Health Social Worker Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

South El Monte Highschool — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

UC Santa Cruz- BA in Pyschology; USC MA in Social Work (MSW)
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Although, I have not served on a previous city commission, I believe my expertise and background will allow me to presently support and give back to my community.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

National Association of Social Work

USC Alumni Association

American School Counselor Association

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

Aside from holding an MSW and BA in Psychology, I am also a practicing Licensed Clinical Social Worker and holder of a Pupil Personnel Services Credential. My experience uniquley positions me to be an effective City Commissioner for the Advancement of Women and Girls. With expertise in mental health, trauma-informed care, and advocacy, I can help champion policies that address emotional, psychological, and social well-being of women and girls. My background equips me to support with creating supportive progarms, advocating for gender equality, and building community partnerships, Additionally, my knowledge of evidence-based solutions and practices will ensure that supports are grounded in the needs of the community, especially for marginalized populations. I would be honored to play a role in my community that helps ensure effective programs for women and girls at various stages of development.

## IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 1/16/25

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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(626) 579-6540

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# CITY OF SOUTH EL MONTE

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SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2025 JAN 21 A 10:27

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

(✓) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Sara Gaeta-Anguiano Address: [redacted]

Years in South El Monte: 40 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Los Angeles County Work Phone: [redacted]

Occupation: Program Manager Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

South El Monte High School, South El Monte CA 12

Name/Location Highest Grade Completed

University, College, Trade School, or Other:

Cal State Long Beach, Long Beach CA Master Public Admin

Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

City of South El Monte Planning Commission

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Los Angeles County Management Council
Los Angeles County Hispanic Managers Association

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? no difficulties

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have prior experience as a Planning Commissioner for the City of South El Monte. I had excellent meeting attendance and was fully engaged in meetings. I participated actively in meetings and was always prepared. I have worked for local government for over 23 years and served on several committees, groups and associations. My degree in Public Administration has also prepared me for leadership roles and prepared me to manage programs, asses policies, and implement change.

## IMPORTANT

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**Signature of Applicant** [redacted] **Date:** 1/17/2025

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

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(626) 579-6540

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# City Council Agenda Report
**Agenda Item No. 9.c.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

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**SUMMARY:** Appointments to be made to the Community Services Commission, which is a five-member commission. Current terms expire on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking reappointment/appointment to the Community Services Commission for a one-year term ending January 31, 2026.

**FISCAL/FINANCIAL IMPACT:** Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

**DISCUSSION:** The deadline for Commission Application was extended to January 22, 2025 by 5:00 p.m. by the City Council at its January 14, 2025 meeting.

The Community Services Commission is a five-member commission and shall consist of five city residents to include two persons at least sixty (60) years of age and one person between the ages of sixteen (16) and twenty-one (21), appointed by a majority of the City Council. This appointment is for a one-year term commencing on February 1, 2025, pending clearance of Live Scan background check.

The Community Services Commission acts in an advisory capacity to the City Council on all matters pertaining to the City's parks and recreation services, senior programs, and special events.

Eleven (11) applicants are seeking reappointment/appointment to the Community Services Commission.

Seeking Reappointment:
- Israel Alacio
- Ingrid Aguilar
- Hortencia Vasquez
- Gerardo Diaz – (Missing Utility Bill)

Seeking Appointment:
- George Anguiano
- Robert V. Becerra – (Also applied for Planning and Patriotic)
- Salvador Ramirez – (Also applied for Planning)
- Cindy B. Nguyen – (Also applied for Advancement for Women and Girls)
- Nydia Romero – (Also applied for Advancement for Women and Girls and Patriotic)
- Darlene G. Soto – (Also applied for Advancement for Women and Girls and Planning)
- Denise R. Silva – (Also applied for Advancement for Women and Girls and Planning)

**ATTACHMENT(S):**

A. Israel Alacio
B. Ingrid Aguilar
C. Hortencia Vasquez
D. Gerardo Diaz
E. Salvador Ramirez
F. Cindy Nguyen
G. Nydia Romero
H. Darlene Soto
I. Denise Silva
J. George Anguiano
K. Robert Becerra

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -7 A 10:58

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: ISRAEL ACACIO Address: [redacted]

Years in South El Monte: 27 Home Phone: 0

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: GEM Community Hospital Work Phone: [redacted]

Occupation: System Analyst Ass. Employer's Address [redacted]

**EDUCATION/TRAINING**

High School:

MEXICO — DIPLOMA
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

SOME RIO HONDO COLLEGE — NONE
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

VALLE COMMUNITY CHURCH IN EL MONTE

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 10/7/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 OCT -7 P 12:48

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

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- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Ingrid Aguilar Address: [redacted]

Years in South El Monte: 25 yrs Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: City of Hope Work Phone: _____

Occupation: Medical Biller Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

John Marshall H S — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

N/A
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Have served about 5 yrs in Community Services Commission

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

SEM PTSA

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

No

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I've been a Community member for 35 years. I've attended various Community activities. I have raised 3 children and have participated in all Sports and activities the City offers.

## IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 10/07/2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

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South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 OCT -7 P 4:22

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

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- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: HORTENCIA VASQUEZ Address: [redacted]

Years in South El Monte: 16 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: CUSD Work Phone: _____

Occupation: SPECIAL ED. INSTRUCTION Employer's Address: 501 S. SANTA FEA COMPTON CA

**EDUCATION/TRAINING**

High School:

GARFIELD HIGH, EAST LA

Name/Location Highest Grade Completed

University, College, Trade School, or Other:

LONG BEACH STATE, LONG BEACH

Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Prev. Community SERVICES commission

Current. community SERVICES COMMISSION

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

BASKETBALL OFFICIAL ASSOCIATION

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

MY TWENTY-THREE YEARS EXPERIENCE WORKING FOR LOS ANGELES COUNTY PARKS & RECREATION, ALONG WITH MY EDUCATIONAL EXPERIENCE AND A BACHELOR'S DEGREE IN RECREATION MANAGEMENT, HAS PREPARED ME TO THIS POSITION to SERVE A SECOND TERM. MY PREVIOUS COMMUNITY SERVICES COMMISSION HAS GAVE ME THE CONFIDENCE TO CONTINUE TO SERVE.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 10/7/24

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Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 OCT -7 P 5:05

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(✓) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: GERARDO DIAZ Address: [redacted]

Years in South El Monte: 20 Home Phone [redacted]

E-mail Address: [redacted] Cell Phone: _____

Employer: _____ Work Phone: _____

Occupation: _____ Employer's Address: _____

**EDUCATION/TRAINING**

High School:

MOUNTAIN VIEW HIGH 12

Name/Location Highest Grade Completed

University, College, Trade School, or Other:

_____

Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner: I'VE BEEN DOING IT FOR 5 YRS AND I ENJOY MAKING A DIFFERENCE

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 10/2/2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
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## APPLICATION FOR APPOINTMENT TO COMMISSION

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CITY CLERK'S OFFICE SOUTH EL MONTE 2012 DEC 12 A 10:10

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member At Least 55 years of age
- ( ) Representing Youth Member Between 16-17 years of age

(✓) Community Services: (X) Representing Senior Member At Least 60 years of age
- ( ) Representing Youth Member Between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Salvador Ramirez Address: [redacted]

Years in South El Monte: 44 Home Phone: N/A

E-mail Address [redacted] Cell Phone: [redacted]

Employer: Air Temperature INC Work Phone [redacted]

Occupation: Procurement, Mgr. Parts & Logistics Employers Address: [redacted]

**EDUCATION/TRAINING**

High School

Mt. View H.S. El Monte — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other

Cal Poly Pomona — 1 year
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

NONE

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

NONE

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

Being a Public Servant for over 39 years with the USPS & communicating daily with customers allowed me to secure people skills maintaining a friendly disposition.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date** 12/12/2024

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 P 12:47

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(✓) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- (✓) Representing Youth Member between 16-17 years of age

(✓) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- (✓) Representing Youth Member between 16-21 years of age

( ) Patriotic (✓) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Cindy B. Nguyen Address: [redacted]

Years in South El Monte: 10 Home Phone: none

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: none Work Phone: none

Occupation: student Employer's Address: none

**EDUCATION/TRAINING**

High School:

South El Monte High School — 11th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

none
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

none

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

All clubs I belong to are Future Business Leaders of America (FBLA).

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? no

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As the treasurer for my high school's Associated Student Body (ASB), I am required to do a lot of planning and take initiative. A lot of work that I do as treasurer is meant to improve my school and community, such as our annual toy drive during December or our annual Thanksgiving food drive. I want to use my experience to further support my local community.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 12/10/2021

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 A 9:22

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
( ) Representing Senior Member At Least 55 years of age
(✓) Representing Youth Member Between 16-17 years of age

(✓) Community Services: (✓) Representing Senior Member At Least 60 years of age
(✓) Representing Youth Member Between 16-21 years of age

(✓) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Nydia Romero Address: [redacted]

Years in South El Monte: 30 Home Phone: [redacted]

E-mail Address: nyd_rom@yahoo.com Cell Phone: —

Employer: Kingreen Systems Work Phone: —

Occupation: CNA Employers Address: [redacted]

**EDUCATION/TRAINING**

High School

SEMHS — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other

Premier Career College — Nursing Assistant
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

n/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

VLSD PTO = 4 years
JEMHS = EIAC chair, Delac
VLSD = Parent + Advisory Committe chair

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting?_____

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I am a passionate person. I believe deeply in community service and how giving back is crucial to showing our children how to be productive adults. I began my volunteer career 19 years ago at Optimo pre-k, helping w/ lunch for the kiddos. I was called to action because not a lot of people could. It's ~~parented~~ sparked a love of helping that I wish to nurture and grow further. I have been PTO VP, Treasurer and now President. I can work in a team.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 12/12/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 P 3:17

All-America City

# APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Darlene G. Soto Address: [redacted]

Years in South El Monte: 11 Home Phone: NONE

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Freedom Vision Surgery Center Work Phone: [redacted]

Occupation: Surgical Coder Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Garfield High School — 12th grade
Name Locat... — H...est Grade...le

University, College, Trade School, or Other:

Precision Medical Services LLC — Medical Coder - Certificate
Name Locati n — M...

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

N/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

I am community minded. I have served on the PTO. I also a member for my Church Worship team, and now I would like to be more involved to serve my community.

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have been a resident for over 11 years and would like to extend my experiences to serve our community.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 12-12-2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2021 DEC 12 A 8:57

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- (X) Representing Youth Member between 16-17 years of age

(X) Community Services:
- (X) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Denise R. Silva Address: [redacted]

Years in South El Monte: 28 yrs. Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Kingston Technology Work Phone: [redacted]

Occupation: Sales Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

El Monte High School — 12th grade
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo College — Associates Art Degree
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

City of Commerce - Tracy, CA.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Stretch Ministry - Calvary Chapel El Monte
KWNG Member - Work group where we volunteer our time to varies organizations - i.e. Colette's Children Home, OC Food Bank

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have lived in South El Monte for a total of 28 years. I love my city and have actively attended many of the events throughout the last 4 years. I will be retiring in March 2025 and would like to start serving and giving back to my community. I have a passion for people and often have been told by others that I have a gift for encouraging others. I love to help people and have a knack for making people feel seen and heard. I especially have a →

heart for the seniors of our community. Upon my father's passing in 2019, I actively pursued registering my mom to attend the South EL Monte Senior Center, I genuinely believe this has been a life changer for my mom and has keep her active and healthy. I have so much gratitude to our city for providing such wonderful programs to our seniors in our community. I often have said that after I retire, I would like to help with activities for the seniors and give back for all they have done for my mom. I also have a heart for the advancement of women and our youth. I feel in today's workforce women need to be confident in their skills and know that they have equal opportunities just as men do and we must encourage the women and youth of today to pursue their dreams. I feel I would be an asset to our community if selected to serve on a commission for South EL Monte. I am a very hard worker, love people and consider myself to be creative. If chosen to represent my City as a commissioner, I will give my heart to all I do for the betterment of our community and South EL Monte.

## IMPORTANT

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**Signature of Applicant** [redacted] **Date:** 12/12/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 JAN 21 A 10:27

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: GEORGE ANGUIANO Address: [redacted]

Years in South El Monte: 24 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: LOS ANGELES SUPERIOR COURT Work Phone: [redacted]

Occupation: CSA III Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

SOUTH EL MONTE HIGH SCHOOL, 1001 DURFEE AVE SOUTH EL MONTE CA 91733 12
Name/Location Highest Grade Completed

University, College, Trade School, or Other:

PASADENA CITY COLLEGE, 1570 E. COLORADO BLVD PASADENA, CA 91106, PARALEGAL STUDIES
Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

COMMUNITY SERVICE COMMISSION

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

NONE

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I HAVE PREVIOUSLY SERVED AS A COMMUNITY SERVICE COMISSIONER. I FREQUENTLY ATTEND CITY EVENTS. I HAVE ALSO HELD COACHING POSITIONS FOR THE FOLLOWING LEAGUES, THE EL MONTE JETS, WEST COVINA BRUINS, SOUTH EL MONTE LITTLE LEAGUE SOFTBALL AND BASEBALL, ALSO, THE CITY OF SOUTH EL MONTE TEEBALL AND BASKETBALL LEAGUE. AND I WAS A PTO MEMBER FOR EPIPHANY CATHOLIC SCHOOL.

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

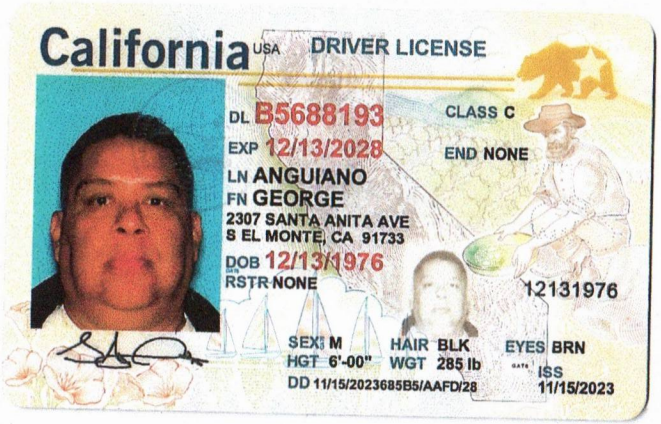
**Signature of Applican** [redacted] **Date:** 1/20/25

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.


California USA DRIVER LICENSE
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2307 SANTA ANITA AVE
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GEORGE ANGUIANO
2307 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

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Policy Number: 984493284
Sara Gaeta-Anguiano
George Anguiano
Page 1 of 1

## Auto Policy Endorsement

**Your** policy is amended as follows:

The following paragraph is added to the Limits of Liability under Part IV—Damage To a Vehicle:

If a **non-owned auto**, in operation while leased or rented for a fee, has a Manufacturer Suggested Retail Price above $100,000, the limit of liability for loss to the **non-owned auto** is the highest of the actual cash value of any **covered auto** shown on the **declarations page**.

**All other terms, limits and provisions of this policy remain unchanged.**

Form A340 (01/22)

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 DEC -3 P 3:56

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Robert V. Becerra Address: [redacted]

Years in South El Monte: 14 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: El Monte Union High School Dist. Work Phone: [redacted]

Occupation: Campus Supervisor II Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

| El Monte Union High School | 12 |
|---|---|
| Name/Location | Highest Grade Completed |

University, College, Trade School, or Other:

| Rio Hondo Police Academy | Post Certificate |
|---|---|
| Name/Location | Major/Degree |

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

None

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

ELMONTEANA 2 term President 4 years  Friendly Cities Kiwanis 5 years

Youth Baseball Coach

Member of Southern California Attractions Security Association 10 years

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have knowledge of City Ordinances, State laws. I have over 30 years experience background in enforcing laws and municipal codes. I will bring positivity, experience, a creative approach to solving problems, and the ability to embrace change. I can bring drive, a passion for the commission and the ability to always treat comminity memebers city staff in a way that will ensure they have a posivity expericence with the commision. I will listen to what others have to say, I am fair and open-minded person.

## IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 11/27/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# City Council Agenda Report
**Agenda Item No. 9.d.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PATRIOTIC COMMISSIONERS

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**SUMMARY:** Appointments to be made to the Patriotic Commission, which is a five-member commission. Current terms expired on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking re-appointment/appointment to the Patriotic Commission for a one-year term ending January 31, 2026.

**FISCAL/FINANCIAL IMPACT:** Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

**DISCUSSION:** The deadline for Commission Application was extended to January 22, 2025 by 5:00 p.m. by the City Council at its January 14, 2025 meeting.

The Patriotic Commission is a five-member commission consisting of five city residents appointed by a majority of the City Council. This appointment is for a one-year term commencing on February 1, 2025, pending clearance of Live Scan background check.

The Patriotic Commission acts in an advisory capacity to the City Council in all matters pertaining to patriotism and the civic recognition of both active and veteran military personnel.

Eight (8) applicants are seeking reappointment/appointment to the Patriotic Commission.

Seeking Reappointment:
- Alejandro Miramontes De Anda
- Naomi Lopez
- Blanca M. Figueroa
- Rosemary R. Tavera

Seeking Appointment:
- Victor Montiel
- Robert V. Becerra – (Also applied for Planning and Community Services)
- Nydia Romero – (Also applied for Advancement for Women and Girls and Community Services)
- Abraham Flores Rojo – (Missing Copy of ID and Utility Bill, also not printed on the new Application)

**ATTACHMENT(S):**

A. Alejandro Miramontes De Anda
B. Naomi Lopez
C. Blanca Figueroa
D. Rosemary Tavera
E. Victor Montiel
F. Nydia Romero
G. Abraham Flores Rojo
H. Robert Becerra

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -7 P 3:42

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Alejandro Miramontes De Anda Address: [redacted]

Years in South El Monte: 26 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: N/A Work Phone: _____

Occupation: _____ Employer's Address: _____

**EDUCATION/TRAINING**

High School:

Mantain View high school — 12th

Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

N/A

Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

patriotic commission

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Knights of Columbus

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a member of the patriotic commission, I feel a sense of duty to help bring awareness of the great sacrifice our veterans have given us. It is an honor to be able to serve them.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 10-6-2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -8 A 10:59

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(✓) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: NAOMI LOPEZ Address: [redacted]

Years in South El Monte: 59 YRS Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: \ Work Phone: \

Occupation: Retired Employer's Address: \

**EDUCATION/TRAINING**

High School:

Name/Location Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo Jr. College Bilingual ED+

Name/Location Major/Degree

Early Child Hood Education & Development

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Patriotic Commission

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Secretary of The 3-L Club of So. El Senior Center since 2005. Active in Senior Center's events - Responsible for a Senior Art group.

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I've lived in So. El Monte since 1965 & have been actively contributing in Epiphany Church's school and fund raising. I'm an active member in the Senior Center. My interest is in helping our vetrons and senior with their needs. I'm available to participate when and ~~vote~~ where ever my duty calls. I'm honored to able to serve our community vetrans and look forward to continue as long as possible.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 10/9/2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 NOV -7 P 1:28

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Blanca M. Figueroa Address: [redacted] South El Monte, CA 91733

Years in South El Monte: 64 Home Phone: 0

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: _____ Work Phone: _____

Occupation: Retired Employer's Address: _____

**EDUCATION/TRAINING**

High School:

Mountain View High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Whittier College — B.A. Social Psychology / Modern Languages
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Patriotic Commission, Community Service,

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

3L Club Bingo Sr. Center
South El Monte Community Outreach Church
w/ Pastor Charlie as Volunteer
SouthEL Monte Sr. Center Volunteer Church)

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I've been proactive Patriotic commissioner. I have helped implement on my agenda military lapel pin, Parking spaces for our Veterans at the City, community + Sr. Center, Veteran Bumper sticker, the Eagle Veteran Monument and passing a city policy when I was Mayor of South El Monte that Veteran's Day + Memorial Day be recognized and a event for both be established and take place in front of city hall. I respect and admire our Veterans and Soldiers and their Families and will continue to be their voice Thank You

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** Nov. 7, 2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

2024 OCT -7 P 2:30
CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Blanca M. Figueroa Address: [redacted]

Years in South El Monte: 67 Home Phone: [redacted]

E-mail Address: _____ Cell Phone: [redacted]

Employer: Retired Work Phone: _____

Occupation: _____ Employer's Address: _____

**EDUCATION/TRAINING**

High School:

Mountain View High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Whittier College — Modern Languages Social Psychology B.A.
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Patriotic Commission, Community Services

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

3 h Club Sr. Center South El Monte

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? no

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I've been proactive as a Patriotic Commissioner for many years now. I started the Patriotic Commissioner when I was a elected official for South El Monte. Sept. 2004 (5 yrs.) Serving as the chair and vice chair and commissioner. I helped establish the front lawn Eagle (8 years) (13 years total) Veteran monument, the Veteran kapel pins bumper sticker, Veteran Parking signs and have participated in Veteran's Day, Memorial Day and Sept. 11th

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** Oct. 7, 2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

Residence Update

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -7 P 12:15

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Rosemary R. Tavera Address: [redacted]

Years in South El Monte: 56 yrs Home Phone: N/A

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Retired LA Fire Dept. Work Phone: N/A

Occupation: _____ Employer's Address: _____

**EDUCATION/TRAINING**

High School:

Our Lady of Loretto High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo College — Early Child Education
Name/Location — ~~Major/Degree~~

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Park and Recreation Commission, Human Services Comm., Patriotic Commission, Advancement for Women and Girls

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

VFW Post 10218, Christian Womans Breakfast Club,

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

Throughout my young and adult life, I have made it my personal mission to volunteer, and serve my community and church, in hopes of making an impact positivly and leaving anywhere I serve a better place because I can. My years as a PTA ~~Predic~~ President, Little League Coach, Manager and Secretary, Several Commissions, Fire Dept Floral Fund Chairperson, Sunday School Teacher and many more have prepared me to serve. In the Patriotic Commission, I will share my experience as a wife mother, MIL, Grandmother of Veterans; I also have direct contact with Veterans and those currently serving through the VFW.

## IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 10-3-2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

Original

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 JUL 16 P 12:51

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member At Least 55 years of age
- ( ) Representing Youth Member Between 16-17 years of age

( ) Community Services: ( ) Representing Senior Member At Least 60 years of age
- ( ) Representing Youth Member Between 16-21 years of age

(✓) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Rosemary R. Tavera Address: [redacted]

Years in South El Monte: 57 yrs Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: _____

Employer: LA City (Retired) Work Phone: _____

Occupation: _____ Employers Address: _____

**EDUCATION/TRAINING**

High School

Our Lady of Loretto H.S. N. Lake Ave, Los Angeles 12
Name/Location Highest Grade Completed

University, College, Trade School, or Other

Rio Hondo College Liberal Arts
Name/Location Major/Degree

## IMPORTANT

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By signing the application, you acknowledge your understanding and commitment as a commissioner and if appointed, consent to a Live Scan background check. Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date** 7/16/24

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member of a commission.

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 A 10:10

Mark which Commission you wish to serve on:

- [X] Patriotic
- [ ] Planning
- [ ] Community Services: [ ] Representing Senior Member At Least 60 years of age
  [ ] Representing Youth Member Between 16 and 21 years of age

**PERSONAL INFORMATION** *Please print:*

Name: VICTOR MONTIEL Address: [redacted]

Years in South El Monte: 30 Home Phone: _____

E-mail Address: _____ Cell Phone: [redacted]

Employer: SAN GABRIEL VALLEY WATER Work Phone: [redacted]

Occupation: _____ Employers Address: _____

**EDUCATION/TRAINING**

Grammar School

_____
Name/Location Highest Grade Completed

High School

EL MONTE HIGH SCHOOL 12
Name/Location Highest Grade Completed

University, College, Trade School, or Other

RIO HONDO COLLEGE, CITRUS COLLEGE WATER TECHNOLOGY
Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

NONE

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

PURPLE HEART ASSOCIATION
WOUNDED HEROES OF AMERICA
SGV MARINES
SUNBURST YOUTH ACADEMY

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that our City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I AM HONORED TO APPLY FOR THE PLANNING VETERANS COMMISSIONED POSITION, AS MY DIVERSE EXPERIENCES AND DEDICATION TO SERVING MY COUNTRY AND COMMUNITY MAKE ME UNIQUELY QUALIFIED TO CONTRIBUTE MEANINGFULLY TO THIS PATRIOTIC COMMISION. I PROUDLY SERVED IN THE UNITED STATES MARINE CORPS. FOR SEVEN YEARS, WHERE I GAINED INVALUABLE SKILLS IN LEADERSHIP, STRATEGIC PLANNING, AND RESILIENCE. IN ADDITION TO MY MILITARY SERVICE, I HAVE WORKED FOR SAN GABRIEL VALLEY WATER COMPANY FOR THE PAST 20 YEARS. THIS TENURE HAS PROVIDED ME WITH EXTENSIVE EXPERIENCE IN INFRASTRUCTURE, OPERATIONS, AS WELL AS A DEEP UNDERSTANDING OF HOW TO COLLABORATE EFFECTIVELY WITH TEAMS TO MEET ORGANIZATIONAL GOALS.

## IMPORTANT

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By signing the application, you acknowledge your understanding and commitment as a commissioner and if appointed, consent to a Live Scan background check. Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date** 12/12/2024

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540 Ext. 3280

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 A 9:22

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
( ) Representing Senior Member At Least 55 years of age
(✓) Representing Youth Member Between 16-17 years of age

(✓) Community Services: (✓) Representing Senior Member At Least 60 years of age
(✓) Representing Youth Member Between 16-21 years of age

(✓) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Nydia Romero Address: [redacted]

Years in South El Monte: 30 Home Phone: [redacted]

E-mail Address: nyd_rom@yahoo.com Cell Phone: —

Employer: Kingreen Systems Work Phone: —

Occupation: CNA Employers Address: [redacted]

**EDUCATION/TRAINING**

High School

SEMHS — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other

Premier Career College — Nursing Assistant
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

n/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

VLSD PTO = 4 years
JEMHS = EIAC chair, Delac
VLSD = Parent + Advisory Committe chair

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting?_____

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I am a passionate person. I believe deeply in community service and how giving back is crucial to showing our children how to be productive adults. I began my volunteer career 19 years ago at Optima pre-k, helping w/ lunch for the kiddos. I was called to action because not a lot of people could. Its ~~paralyzed~~ sparked a love of helping that I wish to nurture and grow further. I have been PTO VP, Treasurer and now President. I can work in a team,

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

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By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 12/12/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 MAY -8 A 9:54

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member At Least 55 years of age
- ( ) Representing Youth Member Between 16-17 years of age

( ) Community Services: ( ) Representing Senior Member At Least 60 years of age
- ( ) Representing Youth Member Between 16-21 years of age

(X) Patriotic ( ) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Abraham Flores Rojo Address: [redacted]

Years in South El Monte: 36 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Alliance industria refrigeration Work Phone: [redacted]

Occupation: Technician Employers Address: [redacted]

**EDUCATION/TRAINING**

High School

South El Monte H.S — 12th.
Name/Location — Highest Grade Completed

University, College, Trade School, or Other

University of Southern California — Teaching
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

N/A.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Refrigerating Engineers & Technicians Association, Court Appointed Special Advocate, California Freemasons, & American Welding Society

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO.

Would your personal or business activities conflict with you serving as a commissioner? NO. If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have lived in South El Monte my entire life. I have seen and lived through all of the changes the city has gone through. I am committed to serve my community in every which way possible. I am also committed to serve our veterans who committed their life for us.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

By signing the application, you acknowledge your understanding and commitment as a commissioner and if appointed, consent to a Live Scan background check. Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date** 5/6/24

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 DEC -3 P 3:56

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Robert V. Becerra Address: [redacted]

Years in South El Monte: 14 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: El Monte Union High School Dist. Work Phone: [redacted]

Occupation: Campus Supervisor II Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

| El Monte Union High School | 12 |
|---|---|
| Name/Location | Highest Grade Completed |

University, College, Trade School, or Other:

| Rio Hondo Police Academy | Post Certificate |
|---|---|
| Name/Location | Major/Degree |

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

None

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

ELMONTEANA 2 term President 4 years  Friendly Cities Kiwanis 5 years

Youth Baseball Coach

Member of Southern California Attractions Security Association 10 years

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have knowledge of City Ordinances, State laws. I have over 30 years experience background in enforcing laws and municipal codes. I will bring positivity, experience, a creative approach to solving problems, and the ability to embrace change. I can bring drive, a passion for the commission and the ability to always treat comminity memebers city staff in a way that will ensure they have a posivity expericence with the commision. I will listen to what others have to say, I am fair and open-minded person.

## IMPORTANT

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Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 11/27/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# City Council Agenda Report
**Agenda Item No. 9.e.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PLANNING COMMISSIONERS

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**SUMMARY:** Appointments to be made to the Planning Commission, which is a five-member commission. Current terms expired on December 31, 2024.

**RECOMMENDED ACTION:** Staff recommends City Council consider appointing five individuals seeking reappointment/appointment to the Planning Commission for a one-year term ending January 31, 2026.

**FISCAL/FINANCIAL IMPACT:** Commissioners receive a monthly stipend of $150 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

**DISCUSSION:** The deadline for Commission Application was extended to January 22, 2025 by 5:00 p.m. by the City Council at its January 14, 2025 meeting.

The Planning Commission is a five-member commission consisting of five city residents appointed by a majority of the City Council. This appointment is for a one-year term commencing on February 1, 2025, pending clearance of Live Scan background check.

The Planning Commission acts in an advisory capacity to the City Council on all matters pertaining to community development, to be approved by the City Council.

Thirteen (13) applicants are seeking reappointment/appointment to the Planning Commission. However, one (1) application is not within the City limits.

Seeking Reappointment:
- Leonel A. Barrera, Jr
- Jeff Ortiz
- Kenneth Tang
- Emily Lares

Seeking Appointment:
- Gracie Retamoza
- Jacqueline Rubio
- Rudy Leija
- Eric Velazquez
- Robert V. Becerra – (Also applied for Community Services and Patriotic)
- Salvador Ramirez – (Also applied for Community Services)
- Darlene G. Soto – (Also applied for Advancement for Women and Girls and Community Services)
- Denise R. Silva – (Also applied for Advancement for Women and Girls and Community Services)

**ATTACHMENT(S):**

A. Leonel Barrera
B. Jeff Ortiz
C. Kenneth Tang
D. Emily Lares
E. Gracie Retamoza
F. Robert Becerra
G. Jacqueline Rubio
H. Salvador Ramirez
I. Darlene Soto
J. Denise Silva
K. Rudy Leija
L. Eric Velazquez

CITY OF SOUTH EL MONTE
1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 OCT -7 P 5:08

All-America City

# APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Leonel A. Barrera, JR Address: [redacted]

Years in South El Monte: _____ Home Phone: _____

E-mail Address: _____ Cell Phone: [redacted]

Employer: SGV Water Work Phone: [redacted]

Occupation: Utilities Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:
Mountain View 12
Name/Location Highest Grade Completed

University, College, Trade School, or Other:
Citrus College
Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Community Series

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

EM/SGM Chamber

So Cal Water Utilities ASSOC.

San Gabriel Valley Association

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

October 07, 2024

Office of the City Clerk
Honorable Mayor
Honorable Council members
City of South El Monte

Subject: Planning Commission 2025

I am very interested in serving as a Planning Commissioner for year 2025. I have a learned a great deal these past years and want to continue to learn and be a part of the City. I will continue to work hard and put the city's best interest for all residential and commercial needs, we still have a lot of work to do. Thank you for your consideration

Respectfully

Leonel A. Barrera, Jr (Leo)

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 10/7/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 OCT -7 P 5:08

## APPLICATION FOR APPOINTMENT TO COMMISSION

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- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Jeff Ortiz Address: [redacted]

Years in South El Monte: 40 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: The IAPMO Group Work Phone: [redacted]

Occupation: Magazine Editor / Marketing Manager Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Bishop Amat Memorial High School, La Puente, CA — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo Community College, Whittier, CA — Fine Arts / Not Completed
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

South El Monte Planning Commission - Currently Serving since 2020

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Employment: I've worked with The IAPMO Group for 24 years. Our organization has been protecting the health and safety of people worldwide since 1926. The IAPMO Group develops building codes and standards and also tests and certifies building products.

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I am currently serving on the Planning Commission and have respectfully served for almost 5 years. I've been fair and unbias, always putting the community first while still being fair to the businesses and/or developers. I previously served seven years on my Home Owners Association, with five of those seven as President. The HOA was located in Menifee, CA and we managed close to 200 homes. (2006-2013) I served on a Neighborhood Community Action Group in the Canyon Crest area of Riverside, CA for six years, with five of the six served as Chairman. We worked with the City of Riverside (City Council / Planning Commission) and with the businesses neighboring our communty to evaluate any impacts towards the local residents. (1998-2004) Employment: I've worked for The IAPMO Group for over 20 years. Our organization protects people world wide through the development and enforcement of safe and efficient building product codes and standards, and the proper installation and testing of certified products, systems, and materials.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 10-07-24

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If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

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SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 OCT -7 A 9:07

## APPLICATION FOR APPOINTMENT TO COMMISSION

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- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (✓) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Kenneth Tang Address: [redacted]

Years in South El Monte: 7 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: City of Los Angeles Work Phone: _____

Occupation: Civil Engineer Employer's Address: _____

**EDUCATION/TRAINING**

High School:

| Wilson High School / Long Beach | 12th |
|---|---|
| Name/Location | Highest Grade Completed |

University, College, Trade School, or Other:

| University of California, Irvine / Irvine | Bachelor of Science / Civil Engineer |
|---|---|
| Name/Location | Major/Degree |

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Planning Commission

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Asian American Engineer / Architecture Associate

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a planning commissioner, my qualifications and experience in both civil engineering and project management would be a significant asset. With over a decade of experience managing large-scale public infrastructure projects, I've developed a strong understanding of urban planning, land use, and regulatory compliance. My work on high-profile projects have required me to navigate complex political landscapes and collaborate with various stakeholders, including elected officials and community groups.

My ability to communicate effectively with diverse stakeholders and my commitment to fostering inclusive, sustainable development will help guide thoughtful and responsible planning decisions.

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**Signature of Applicant:** [redacted] **Date:** 10/07/24

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 DEC 11 A 7:22

## APPLICATION FOR APPOINTMENT TO COMMISSION

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( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Emily Lares Address: [redacted]

Years in South El Monte: 53 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone [redacted]

Employer: Musick, Peeler Work Phone: [redacted]

Occupation: Accountant Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

El Monte High School / El Monte, CA. 12th Grade
Name/Location Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo College Certificate / Accounting
Name/Location Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Planning Commission.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Woman of Influence @ church
Los Angeles Republican Party Member.
California Republican Party Delegate.
Salt & Light Chairwoman @ church

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO.

Would your personal or business activities conflict with you serving as a commissioner? NO. If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

My Qualifications and experience as a leader in my church, along with my involvement in the Republican Party, have enabled me to collaborate effectively with my peers. This experience allows me to make informed decisions that will help me govern a larger Constituency and prioritize the Safety of the people.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** 12/09/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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South El Monte, CA 91733
(626) 579-6540

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# CITY OF SOUTH EL MONTE

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SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 DEC -9 P 4:13

## APPLICATION FOR APPOINTMENT TO COMMISSION

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- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Gracie Retamoza Address: [redacted]

Years in South El Monte: 50 years+ Home Phone: [redacted]

E-mail Address: [redacted] Phone:

Employer: Chaffey | MT SAC COLLEGE Work Phone

Occupation: COUNSELOR Employer's Address:

**EDUCATION/TRAINING**

High School:

MOUNTAIN VIEW HIGH SCHOOL | EL MONTE | 12th

Name/Location | Highest Grade Completed

University, College, Trade School, or Other:

CSUF FULLERTON, UNIVERSITY OF LA VERNE | MASTERS IN COUNSELING

Name/Location BACHELORS SOCIOLOGY. | Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

Community Service Commission

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

California Teacher Association, (CTA)
American School Counselor Association (ASCA).
National Association for College Admissions Counseling

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

NO CONFLICT

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a previous commissioner a city councilwoman. I am qualified to understand the needs of the city. Brining in new businesses and developments would allow the city to grow economically.

## IMPORTANT

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**Signature of Applicant:** [redacted] **Date:** Dec 9, 2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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South El Monte, CA 91733
(626) 579-6540

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# CITY OF SOUTH EL MONTE

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SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2024 DEC -3 P 3:56

## APPLICATION FOR APPOINTMENT TO COMMISSION

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(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

(X) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Robert V. Becerra Address: [redacted]

Years in South El Monte: 14 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: El Monte Union High School Dist. Work Phone: [redacted]

Occupation: Campus Supervisor II Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

| El Monte Union High School | 12 |
|---|---|
| Name/Location | Highest Grade Completed |

University, College, Trade School, or Other:

| Rio Hondo Police Academy | Post Certificate |
|---|---|
| Name/Location | Major/Degree |

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

None

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

ELMONTEANA 2 term President 4 years  Friendly Cities Kiwanis 5 years

Youth Baseball Coach

Member of Southern California Attractions Security Association 10 years

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have knowledge of City Ordinances, State laws. I have over 30 years experience background in enforcing laws and municipal codes. I will bring positivity, experience, a creative approach to solving problems, and the ability to embrace change. I can bring drive, a passion for the commission and the ability to always treat comminity memebers city staff in a way that will ensure they have a posivity expericence with the commision. I will listen to what others have to say, I am fair and open-minded person.

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**Signature of Applicant:** [redacted] **Date:** 11/27/24

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South El Monte, CA 91733
(626) 579-6540

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# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

2024 DEC 12 P 2:03

## APPLICATION FOR APPOINTMENT TO COMMISSION

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- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Jacqueline Rubio Address: [redacted]

Years in South El Monte: 51 yrs Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Tag That Rep Svc Work Phone: Same

Occupation: Self-employed Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Mountain View High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo Comm College — AA / Early Childhood Development
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

community service comm. patriotic comm.
Advancement for women & girls comm.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

VLSD Board member
ERA Board member
El Monte | Su el Monte chamber of commerce member
Beyond the Rain non-profit organization board of Director

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? no

Would your personal or business activities conflict with you serving as a commissioner? no If yes, please explain:

n/a

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

My qualifications and experience make me a stong candidate for the role of a Planning commissioner. I bring a numerous amount of years of personal and professional experience in community development. During this time I have developed a deep understanding of planning & policy development, community engagement, leadership & conflict resolution. I have demonstrated strong decision-making abilities, managing projects and budgets that required careful attention to detail, collaboration, and problem-solving.
If selected as a member of the city planning commissioner seat, I am confident and commited to fostering transparency, equity, and accountability, which are foundational qualities for a successful commissioner. Thank you!

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 12/10/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 A 10:10

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member At Least 55 years of age
- ( ) Representing Youth Member Between 16-17 years of age

( ) Community Services: ( ) Representing Senior Member At Least 60 years of age
- ( ) Representing Youth Member Between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Salvador Ramirez Address: [redacted]

Years in South El Monte: 44 Home Phone: N/A

E-mail Address [redacted] Cell Phone: [redacted]

Employer: Air Temperature INC. Work Phone: [redacted]

Occupation: Procurement Mgr. Parts & Logistics Employers Address: [redacted]

**EDUCATION/TRAINING**

High School

Mt. View H.S. El Monte — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other

Cal Poly Pomona — 1 year
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

NONE

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

None

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

Having worked with the USPS for over 39 years & holding multiple positions from letter Carrier, supervisor, union Steward, Stn. Mgr., Delivery Analyst. I believe has prepared Me into a leadership role. I've dealt with Finances to human resources 100% of the time reaching a positive resolution.

## IMPORTANT

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By signing the application, you acknowledge your understanding and commitment as a commissioner and if appointed, consent to a Live Scan background check. Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date** 12/12/2024

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2024 DEC 12 P 3:17

All-America City

# APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

(X) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Darlene G. Soto Address: [redacted]

Years in South El Monte: 11 Home Phone: NONE

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Freedom Vision Surgery Center Work Phone: [redacted]

Occupation: Surgical Coder Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Garfield High School — 12th grade
Name Locat... — H...est Grade...le

University, College, Trade School, or Other:

Precision Medical Services LLC — Medical Coder - Certificate
Name Locati n — M...

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

N/A

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

I am community minded. I have served on the PTO. I also a member for my Church Worship team, and now I would like to be more involved to serve my community.

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have been a resident for over 11 years and would like to extend my experiences to serve our community.

## IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 12-12-2024

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

RECD DEC 12 A 8:57
CITY OF SOUTH EL MONTE CITY CLERK'S OFFICE

## APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

(X) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- (X) Representing Youth Member between 16-17 years of age

(X) Community Services:
- (X) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Denise R. Silva Address: [redacted]

Years in South El Monte: 28 yrs. Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Kingston Technology Work Phone: [redacted]

Occupation: Sales Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

El Monte High School — 12th grade
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Rio Hondo College — Associates Art Degree
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

City of Commerce - Tracy, CA.

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Stretch Ministry - Calvary Chapel El Monte
KWNG Member - Work group where we volunteer our time to varies organizations - i.e. Colette's Children Home, OC Food Bank

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have lived in South El Monte for a total of 28 years. I love my city and have actively attended many of the events throughout the last 4 years. I will be retiring in March 2025 and would like to start serving and giving back to my community. I have a passion for people and often have been told by others that I have a gift for encouraging others. I love to help people and have a knack for making people feel seen and heard. I especially have a →

heart for the seniors of our community. Upon my father's passing in 2019, I actively pursued registering my mom to attend the South EL Monte Senior Center, I genuinely believe this has been a life changer for my mom and has keep her active and healthy. I have so much gratitude to our city for providing such wonderful programs to our seniors in our community. I often have said that after I retire, I would like to help with activities for the seniors and give back for all they have done for my mom. I also have a heart for the advancement of women and our youth. I feel in today's workforce women need to be confident in their skills and know that they have equal opportunities just as men do and we must encourage the women and youth of today to pursue their dreams. I feel I would be an asset to our community if selected to serve on a commission for South EL Monte. I am a very hard worker, love people and consider myself to be creative. If chosen to represent my City as a commissioner, I will give my heart to all I do for the betterment of our community and South EL Monte.

## IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant** [redacted] **Date:** 12/12/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

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(626) 579-6540

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**CITY OF SOUTH EL MONTE**
1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 JAN 22 P 3:56

All-America City

# APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: Rudy Leija Address: [redacted]

Years in South El Monte: 8 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Blue-White Work Phone: [redacted]

Occupation: Inside Sales Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

Mountain View High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Cal State Monterey Bay — MBA 2025
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As I don't have direct experience or qualifications as a former member of the planning commission, I do have a passion for making the city I reside in better for future generations. I hope to use the knowledge I have gained through my education to help support decision-making that benefits everyone in the city.

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

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By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 1/20/2025

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

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1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2025 JAN 22 P 4:42

## APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member at Least 55 years of age
- ( ) Representing Youth Member between 16-17 years of age

( ) Community Services:
- ( ) Representing Senior Member at Least 60 years of age
- ( ) Representing Youth Member between 16-21 years of age

( ) Patriotic (X) Planning

**PERSONAL INFORMATION** *Please print:*

Name: ERIC VELAZQUEZ Address: [redacted]

Years in South El Monte: 40 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: EMANATE HEALTH Work Phone [redacted]

Occupation: PATIENT LIAISON Employer's Address: [redacted]

**EDUCATION/TRAINING**

High School:

BishopAmat / LA PUENTE — 12yrs
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

CAL Poly Pomona — BACHELORS
Name/Location — Major/Degree

**LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON**

None Before

**PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO**

None

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

My love for City and 40 years as a resident, I have gone to school in South El Monte and have met so many wonderful residents through the years living here, coaching little league, AYSO, and participating in City events

## IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

**Signature of Applicant:** [redacted] **Date:** 1/21/2025

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

# City Council Agenda Report
**Agenda Item No. 9.f.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-010 AMENDING RESOLUTION NO. 17-69 AND THE RULES OF ORDER TO CHANGE THE DATES OF THE REGULAR CITY COUNCIL MEETINGS, COMMUNITY SERVICES COMMISSION MEETINGS, AND PLANNING COMMISSION MEETINGS

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**SUMMARY:** At the January 14, 2025 Regular City Council Meeting, the City Council provided direction to change City Council Meeting days to the first and third Tuesdays of the month.

**RECOMMENDED ACTION:** Staff recommends City Council Adopt Resolution No. 25-010; Amending Resolution No. 17-69 and the Rules of Order to Change the Dates of the Regular City Council Meetings, Community Services Commission Meetings, and Planning Commission Meetings

**FISCAL/FINANCIAL IMPACT:** No Fiscal Impact

**DISCUSSION:** The resolution would make changes to the City Council Meetings, as well as change Commissions Meetings for the Community Services Commission and the Planning Commission as follows:

- City Council Meetings will be held on the first and third Tuesdays of the month.
- Community Services Commission Meetings will be held on the second Tuesday of the month.
- Planning Commission Meetings will be held on the fourth Tuesday of the month.

The changes in City Council Meetings will take effect in February. Staff requests cancellation of the first meeting in February (February 4, 2025) and start with the third Tuesday of February on February 18, 2025. This will give staff time to prepare staff reports.

The Community Services Commission Meetings will take effect on the second Tuesday

in February, on February 11, 2025.

The Planning Commission Meetings will take effect on the fourth Tuesday in February, on February 25, 2025.

**ATTACHMENT(S):**

A. Resolution No. 25-010 - Amending Reso17-69

RESOLUTION NO. 25-010

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AMENDING RESOLUTION NO. 17-69 AND THE RULES OF ORDER TO CHANGE THE DATES OF THE REGULAR CITY COUNCIL MEETINGS, COMMUNITY SERVICES COMMISSION MEETINGS, AND PLANNING COMMISSION MEETINGS

**WHEREAS,** the City of South El Monte ("City") is a municipal corporation and general law city.

**WHEREAS,** the South El Monte City Council ("City Council"), by Resolution No. 17-69, set forth the official date and time for regular meetings of the City Council.

**WHEREAS,** Regular City Council meetings are currently set for the second and fourth Tuesdays of each calendar month starting at 6:00 p.m.

**WHEREAS,** City Council now desires to modify the dates of regular City Council meetings to better accommodate public participation and staff availability.

**WHEREAS,** City Council further desires to set the dates of regular meetings of the Community Services Commission and the Planning Commission.

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

**Section 1.** The Recitals, above, are true and correct and incorporated herein by reference.

**Section 2.** Paragraph A of Section 2 of Resolution No. 17-69 ("Meeting Times") is hereby amended in its entirety to now state the following:

A. The regular meetings of the South El Monte City Council shall be on the first and third Tuesday of each calendar month beginning at 6:00 p.m. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council at a prior meeting. The meetings shall be held in the South El Monte City Hall, City Council Chambers, unless otherwise ordered by the City Council. The Council may cancel regular meetings by a majority vote.

**Section 3.** Community Services Commission Meeting Day and Time.

A. The regular meeting of the South El Monte Community Services Commission shall be on the second Tuesday of each calendar month beginning at 6:00 p.m.

**Section 4.** Planning Commission Meeting Day and Time.

A. The regular meeting of the South El Monte Planning Commission shall be on the fourth Tuesday of each calendar month beginning at 6:00 p.m.

**Section 5.** If any section, subsection, clause or phrase or portion of this Resolution 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 all other provisions of this Resolution. The City Council hereby declares that it would have passed the resolution codified in this chapter, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

**Section 6.** The City Council finds that adoption of this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 1506(c)(3) because the activity is not a project as defined in Section 15378.

**Section 7.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 28th day of January 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-010 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 28th day of January 2024, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

# City Council Agenda Report
**Agenda Item No. 9.g.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Susie Altamirano, Interim City Attorney

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION 25-011, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH RENE SALAS FOR CITY MANAGER

---

**SUMMARY:** Staff is requesting the City Council to approve the First Amendment to the Employment Agreement with Rene Salas as City Manager.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution 25-011, approving the First Amendment to the Employment Agreement with Rene Salas as City Manager and authorize the Mayor to execute the employment agreement. In the alternative, Staff recommends City Council provide additional direction regarding the attached employment agreement.

**FISCAL/FINANCIAL IMPACT:** If approved, Mr. Salas' annual salary will increase from $200,000 to $240,000, in addition to any benefits set forth in the agreement. At this time, funds are available to administer the terms of the employment agreement.

**DISCUSSION:** Mr. Salas has been employed by the City since September 5, 2017 as Public Works Director. On December 11, 2019, Mr. Salas began overseeing the Community Development Department after the resignation of the prior Community Development Director, in addition to continuing to serve as Public Works Director. Mr. Salas was appointed Deputy City Manager on September 22, 2020, and served as Interim City Manager from July 12, 2022 to January 24, 2023. Mr. Salas was then appointed as City Manager from January 24, 2023 till present. Based on Mr. Salas' executive and administrative qualifications and ability, the City Council directed the Interim City Attorney's Office to negotiate the terms of an employment agreement with Mr. Salas for his extended service as City Manager.

The City Manager is responsible for the efficient administration of all the affairs of the City which are under the City Manager's control. The City Manager's responsibilities include, but are not limited to: to see that the laws of the state are duly enforced, to direct all heads of departments, subordinate officers, and employees of the City, to exercise control over

and supervise all departments of the City government, to keep the City Council at all times fully advised of the financial conditions and needs of the City, to make reports and recommendations as may be desirable or as requested by the City Council, and to execute all written contract and conveyances, when authorized by the City Council.

Adoption of the attached resolution would extend Mr. Salas' term as City Manager and approve the proposed amendments to his employment agreement.

California Government Code Section 54953(c)(3) requires an oral report in an open meeting summarizing the proposed final action on salaries, salary schedules, or compensation paid in the form of fringe benefits of a City Manager. Accordingly, the terms of Mr. Salas' proposed employment agreement are outlined below and will be orally summarized at the January 28, 2025 City Council meeting:

TERM: - The term of this Agreement will be for four (4) years from January 25, 2025 until January 24, 2029.

COMPENSATION: Mr. Salas' base monthly compensation shall be Twenty Thousand Dollars ($20,000) per month to equal $240,000 annually (the "Salary").

SEVERANCE PAY: For termination without cause, the City shall pay Mr. Salas an amount equal to nine months of his monthly base salary, minus any applicable deduction.

ADMINISTRATIVE LEAVE: Mr. Salas will be granted 80 hours of administrative leave per fiscal year.

Retirement Benefits ("CalPERS"): Mr. Salas will pay the mandatory CalPERS contribution rate for employee members as determined by CalPERS under "Pepra", and accordingly is covered by the 2% at 62 CalPERS retirement formula.

AUTO ALLOWANCE: City shall provide Mr. Salas with a monthly automobile allowance of $800.00.

DEFERRED COMPENSATION: City shall contribute $400.00 per month into a qualified 457 plan.

PROFESSIONAL EXPENSE REIMBURSEMENT: The City shall reimburse Mr. Salas for professional membership dues, fees, attendance at professional conferences and other job-related costs. Reimbursement for attendance at professional conferences shall be limited to two thousand five hundred dollars ($2,500) per conference.

For further information on the agreement between the City and Rene Salas, see Attachment B.

**ATTACHMENT(S):**

A. Resolution No. 25-011 City Manager First Amendment
B. FIRST AMENDMENT to Master Agreement

ATTACHMENT A

RESOLUTION NO. 25-011

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RENE SALAS AS CITY MANAGER

**WHEREAS**, at its January 24, 2023 regular meeting, the City Council appointed Rene Salas ("Employee") as the City Manager of the City of South El Monte, subject to all of the terms and conditions for such employment being set forth by the City Manager Employment Agreement (the "Agreement") on a public agenda; and

**WHEREAS**, pursuant to South El Monte Municipal Code Section 2.08.020(A), "[t]he city manager shall be appointed by the Council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]" and

**WHEREAS**, the City requires the services of a City Manager; and

**WHEREAS**, Employee served as the City's Interim City Manager from July 12, 2022 to January 24, 2023; and

**WHEREAS**, Employee has served as City Manager from January 25, 2023 to present; and

**WHEREAS**, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City; and

**WHEREAS**, based on Employee's executive and administrative qualifications and ability, the City Council now desires to extend the Agreement with Employee to continue to serve as the City Manager; and

**WHEREAS**, Employee desires to perform and continue his responsibilities for the provisions of City Manager services to the City; and

**WHEREAS**, the City and Employee wish to amend the terms and conditions of Employee's provision of City Manager professional services to the City through the First Amendment to the Agreement; and

**WHEREAS**, pursuant to Government Code §36506, the City Council hereby fixes the compensation of the City Manager in the amount set forth in Section 2 of the Agreement.

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

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

**SECTION 2.** The City Council extends the appointment of Rene Salas as City Manager, effective January 25, 2025 through January 24, 2029.

**SECTION 3.** The City Council hereby approves the First Amendment to the City Manager Employment Agreement between the City and Rene Salas that is attached hereto as Exhibit A and is incorporated herein by this reference. The City Manager's annual salary shall be $240,000.00 and the benefits paid to the City Manager are as set forth in said Agreement. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

**SECTION 4**. The City Council further authorizes and directs the Mayor to execute the First Amendment and take all actions necessary to appropriate, implement and effectuate the intent of the City Council as set forth in this Resolution

**SECTION 5.** This resolution shall be effective immediately upon its adoption.

**SECTION 6.** The City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 28th day of January, 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-011 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 28th day of January 2025 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

EXHIBIT A

**FIRST AMENDMENT**
**TO CITY MANAGER EMPLOYMENT AGREEMENT**
(Rene Salas, City Manager Services)

THIS FIRST AMENDMENT ("First Amendment") to that certain agreement titled "City Manager Employment Agreement" dated as of January 24, 2023, is hereby made and entered into this 28th day of January 2025 (the "Effective Date") by and between the City of South El Monte, a general law city and municipal corporation (hereinafter, "City") and Rene Salas, an individual (hereinafter, "Employee"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to the City and Employee and the capitalized term "Party" shall refer to the City or Employee interchangeably, as appropriate.

## RECITALS

This First Amendment is made and entered into with respect to the following facts:

**WHEREAS,** on January 24, 2023, the Parties executed and entered into that certain agreement entitled "City Manager Employment Agreement" (hereinafter, the "Master Agreement") to provide City Manager services. The Master Agreement is attached and incorporated hereto as **Exhibit "A";** and

**WHEREAS,** based on the Employee's performance, the Parties now wish to further amend the terms of the Master Agreement as set forth below; and

**WHEREAS,** this First Amendment was approved by the South El Monte City Council ("City Council") at its Regular Meeting of January 28, 2025, in open session as part of the Regular Meeting Agenda under Agenda Item No. 9.g. in compliance with Government Code Sections 53262, 54953(c)(3) and 54956(b).

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

1. Subsection 3.2. TERM - the subsection set forth below shall be amended in its entirety to read as follows:

> The term of this Agreement will be for four (4) years following the Effective Date ("Term") (i.e., from January 25, 2025 until January 24, 2029).

2. Subsection 2.1. COMPENSATION - the subsection set forth below shall be amended in its entirety to read as follows:

> For the services rendered pursuant to this Agreement, Employee's base monthly compensation shall be Twenty Thousand Dollars ($20,000) per month to equal Two Hundred Forty Thousand Dollars ($240,000) annually (the "Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-

related liability costs.

3. Subsection 4.1 SEVERANCE PAY – SIX MONTHS – the subsection set forth below shall be amended in its entirety to read as follows:

Severance Pay – Nine Months. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base Salary (as defined in Section 2 above) then in effect multiplied by nine (9), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the nine (9) months provided in this Section.)

4. Subsection 6.2 ADMINISTRATIVE LEAVE – the subsection set forth shall be amended in its entirety to read as follows:

Employee will be granted eighty (80) hours of administrative leave per fiscal year. Employee shall not accrue more than eighty (80) hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

5. Subsection 6.8 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ("CalPERS") – the subsection set forth shall be amended in its entirety to read as follows:

Employee falls under "Pepra", and accordingly is covered by the 2% at 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for employee members as determined by CalPERS.

6. Subsection 6.17 AUTO ALLOWANCE (a) – the subsection set forth below shall be amended in its entirety to read as follows:

City shall provide to Employee a monthly automobile allowance of Eight Hundred Dollars ($800.00). Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

7. Subsection 6.15 DEFERRED COMPENSATION – the subsection set forth below shall be amended in its entirety to read as follows:

City shall contribute Four Hundred Dollars ($400.00) per month into a qualified 457 plan.

8. Section 7.0 EXPENSE REIMBURSEMENT – the section set forth below shall be amended in its entirety to read as follows:

7.0 PROFESSIONAL EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties necessary to the City Manager's service to the City. To the extent that such costs may be budgeted by the City, the City shall reimburse Employee for professional membership dues, fees, attendance at professional conferences and other job-related costs. Reimbursement for attendance at professional conferences shall be limited to Two Thousand Five Hundred Dollars ($2,500) per conference. The City shall reimburse Employee upon presentation to the City of verified receipts for sums necessarily incurred by Employee in the performance of Employee's duties or as otherwise budgeted for by the City, so long as the expenses are in accordance with the City's policies and state laws.

9. Except as otherwise set forth in this First Amendment the Master Agreement shall remain binding, controlling, and in full force and effect. This First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

10. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

(SIGNATURES ON NEXT PAGE)

CITY OF SOUTH EL MONTE:

By: _____
Gloria Olmos, Mayor

EMPLOYEE:

By: _____
Rene Salas, City Manager

ATTEST:

By: _____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Susie A. Altamirano, Interim City Attorney

EXHIBIT A

# CITY OF SOUTH EL MONTE

## CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 24th day of January 2023, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation ("City") and Rene Salas, an individual ("Employee").

## RECITALS

WHEREAS, it is the desire of the City Council of the City of South El Monte (hereinafter the "City Council") to appoint an individual to serve in the position of City Manager, which position is prescribed by state law and the City's Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in South El Monte Municipal Code ("SEMMC") Sections 2.08.060; and

WHEREAS, pursuant to SEMMC Section 2.08.020(A), "[t]he city manager shall be appointed by the council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]" and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, the duties of the City Manager are set forth in full in Exhibit "A" to this Agreement; and

WHEREAS, Employee was appointed as Public Works Director for the City on September 5, 2017 pursuant to an Employment Agreement entered into on September 12, 2017; and

WHEREAS, Employee began serving as the City's Interim Community Development Director on December 11, 2019 in addition to continuing to serve as Public Works Director; and

WHEREAS, effective September 22, 2020, Employee was appointed to serve as the City's Deputy City Manager pursuant to the terms and conditions of an employment agreement between Employee and the City (the "Deputy City Manager Employment Agreement"); and

WHEREAS, Employee was appointed as Interim City Manager on July 12, 2022 pursuant to the Interim City Manager Employment Agreement between Employee and the City (the "Interim City Manager Employment Agreement"); and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the City Manager; and

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

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager services to the City; and

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

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

## AGREEMENT

### 1.0 EMPLOYMENT & DUTIES

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

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

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

1.4 Employment Status. Upon appointment to the City Manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be

an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

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

1.6 Exclusion from Classified Service. Employee understands, acknowledges and agrees that he is not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.010(H)(7).

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

## 2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base monthly compensation shall be Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents ($16,666.67 per month to equal $200,000.00 annually) (the "Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Council may, in its sole discretion, increase Employee's salary. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

## 3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence services as City Manager hereunder effective January 25, 2023, and such date will also be deemed the effective date of this Agreement ("Effective Date"). The Parties agree that upon Employee's

appointment to the position of City Manager, the Deputy City Manager Employment Agreement and Interim City Manager Employment Agreement shall automatically terminate and be of no further force and effect.

3.2 Term. The term of this Agreement will be for two (2) years following the Effective Date ("Term") (i.e. from January 25, 2023 until January 24, 2025).

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

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

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

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

## 4.0 SEVERANCE

4.1 Severance Pay - Six Months. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base Salary (as defined in Section 2 above) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

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

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

## 5.0 PERFORMANCE EVALUATIONS

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

5.2 Evaluation. The City Council may, in its discretion, review and evaluate the performance of Employee within 180 days following the Effective Date, and thereafter within one month following each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

## 6.0 BENEFITS

6.1 Holidays. The City shall provide Employee with the following holidays with pay:

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

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

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be

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

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half- sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

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

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

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

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

6.8 California Public Employees' Retirement System ("CalPERS").

Employee is a "Classic" local miscellaneous member, and accordingly is covered by the 2% @ 60 CalPERS retirement formula (Miscellaneous Second Tier). Employee will pay the mandatory CalPERS contribution rate for miscellaneous second tier "Classic" members as determined by CalPERS, which amount is currently 7.0%.

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

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

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

6.12 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. As may be required by the City's financial status, said reimbursement may be reduced at the City Council's sole discretion wherein it adopts a City budget reducing this education reimbursement amount. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Council prior to each quarter or semester; ii) provides to the City Council verification of the cost for tuition and books; and iii) provides to the City Council certification of completion upon completion of the course(s).

6.13 Vacation Leave.

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

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

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

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

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

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

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

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

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

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

service; and

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

6.14 Sick Leave.

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

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

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

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

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

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

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

6.17 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of $600.00. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all

applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

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

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

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

## 7.0 EXPENSE REIMBURSEMENT

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

## 8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope

of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

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

## 9.0 GENERAL PROVISIONS

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

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

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

To City:

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

With a copy to:
City Attorney of City of South El Monte
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA, 92612

To Employee:

Rene Salas
[On file with Human Resources Dept.]

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

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited

to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

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

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

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

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

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
>
> §53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.
>
> §53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a

crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

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

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

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE

Rene Salas

## EXHIBIT "A"

The City Manager reports directly to the City Council. The City Manager requires an ability to understand and relate to South El Monte as a highly urbanized, densely populated, bi-cultural and socio-economically challenged community. The expectation is for the City Manager to be active and engaged within the community and be aware of resident interests and concerns.

**EXAMPLE OF DUTIES**

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

- Maintains a proactive communication and positive work relationship with both elected officials and City staff.
- Ability to provide objective guidance and counsel along with creative and pragmatic alternatives to the Council.
- High expectation level to keep elected officials informed and aware of city operations and key projects.
- Provide operational leadership by employing strong management and administrative experience coupled with excellent interpersonal skills.
- Attend City Council meetings.
- Perform other duties as requested by the City Council.

**EMPLOYMENT STANDARDS**

**Knowledge and Abilities:**

- Strong background in the oversight of capital improvement projects, economic development initiatives and in working with various regional partners is required;
- Establish and maintain effective relationships with the City Council and other public officials;
- Ability to work within a multi-cultural community environment
- Plan, organize, and direct the work of the executive team;
- Represent the City in a variety of meetings;
- Communicate clearly and concisely, both orally and in writing;
- Analyze unusual situations and resolve them through application of management principles and finance practices; and
- Deal constructively with conflict and develop effective resolutions.

## EXHIBIT "B"

## AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

### 1. PARTIES

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

### 2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Manager effective January 25, 2023, serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

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

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

### 3. CONSIDERATION

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

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and __ cents ($_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within _____ (__) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

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

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

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

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

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

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

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

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

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

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

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

## 5. UNKNOWN CLAIMS

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

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

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

## 6. WAIVER OF ADDITIONAL CLAIMS

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

## 7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

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

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

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

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

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

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

parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

**As to EMPLOYEE:**

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

**As to THE CITY:**

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

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

DATED: _____

EMPLOYEE

By: _____
Rene Salas

THE CITY

DATED: _____

By: _____
Mayor

**ATTEST:**

_____
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

# EXHIBIT "C"

## GOVERNMENT CODE SECTION 53243-53243.4

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

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

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

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

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

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

# City Council Agenda Report
**Agenda Item No. 9.h.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

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

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION 25-012, ADOPTING AND APPROVING THE UPGRADED PAY SCHEDULE & BENEFITS OF THE PUBLIC WORKS DIRECTOR POSITION

---

**SUMMARY:** On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executives and part-time employees. This resolution will upgrade the salary range of the Public Works Director position to be externally competitive and internally equitable.

**RECOMMENDED ACTION:** Staff recommends City Council consider adopting Resolution No. 25-012, approving a revised monthly salary schedule for the Public Works Director position.

**FISCAL/FINANCIAL IMPACT:** The fiscal impact range is between $2,789 to $3,389 as shown below:

**City of South El Monte**
**Monthly Salary Schedules for Executives (Non-Represented)**
**Period: July 1, 2024 - June 30, 2025**

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Public Works Director | | | | | |
| Per Resolution No. 24-226 | 10,089 | 10,594 | 11,124 | 11,680 | 12,264 |
| Estimated benefits 35% | 3,531 | 3,708 | 3,893 | 4,088 | 4,292 |
| | 13,620 | 14,302 | 15,017 | 15,768 | 16,556 |
| Per Proposed Resolution No. 25-XX | 12,155 | 12,763 | 13,401 | 14,071 | 14,775 |
| Estimated benefits 35% | 4,254 | 4,467 | 4,690 | 4,925 | 5,171 |
| | 16,409 | 17,230 | 18,091 | 18,996 | 19,946 |
| Fiscal Impact Range | 2,789 | 2,928 | 3,074 | 3,228 | 3,389 |

Also, and updated salary scale is attached as Exhibit A.

**DISCUSSION:** On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executives and part-time employees. Resolution No. 24-226 approved a 5% cost of living adjustments for non-represented executives and part-time employees for Fiscal Years 2024-25; 2025-26; and 2026-27 and updating the pay schedules for these positions accordingly. On November 12, 2024, the City Council approved Resolution No. 24-242, approving a revised monthly salary schedule for non-represented executive employees to reflect an increase in the salary range of the Public Works Director position to match the compensation ranges provided to other non-represented executive positions.

The pay scale of the Public Works Director was originally structured and budgeted to be the same as other Department Directors. However, a comparative survey and analysis of salary scales pertaining to surrounding cities done by City Staff showed that the Public Works Director pay and benefits was below the market competition. Therefore, in order to be externally competitive & internally equitable; City staff recommends that the City Council approve the instant resolution to upgrade the monthly pay schedule and benefits of the Public Works Director position, reflect the increase to the compensation range.

**ATTACHMENT(S):**

A. Resolution No. 25-012 Public Works Director.Revised
B. Resolution No. 24-242 UPGRADED PW DIRECTOR PAY RANGE_012225

ATTACHMENT A

RESOLUTION NO. 25-012

A RESOLUTION OF THE CITY COUNCIL OF SOUTH EL MONTE ADOPTING AND APPROVING THE UPGRADED PAY SCHEDULE AND BENEFITS OF THE PUBLIC WORKS DIRECTOR POSITION

**WHEREAS**, on September 24, 2024, the City Council of the City of South El Monte ("City") approved Resolution No. 24-226 approving a cost of living adjustment for non-represented executive and part-time employees, updating the pay schedule for these positions for Fiscal Years 2024-25, 2025-26, and 2026-27; and

**WHEREAS,** On November 12, 2024, the City Council approved Resolution No. 24-242, approving a revised monthly salary schedule for non-represented executive employees to reflect an increase in the salary range of the Public Works Director position to match the compensation ranges provided to other non-represented executive positions; and

**WHEREAS,** City staff conducted a comparative survey and analysis of salary ranges pertaining to surrounding cities; and

**WHEREAS,** City staff determined that the Public Works Director salary range and benefits were below the market rate; and

**WHEREAS,** the City Council now desires to revise and approve an updated pay schedule to reflect an increase in the salary range of the Public Works Director position in order to be externally competitive and internally equitable; and

**WHEREAS,** Government Code Section 36506 requires that the City Council fix compensation of all appointive officers and employees by resolution or ordinance.

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

**SECTION 1.** The aforementioned recitals are incorporated herein by reference as set forth in full herein.

**SECTION 2.** The City Council approves a revised monthly salary schedule for the Public Works Director position, attached hereto as Exhibit A.

**SECTION 3.** The City Council authorizes the City Manager to provide compensation to the City's Public Works Director consistent with the pay ranges set forth in Exhibit A.

**SECTION 4.** This resolution is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 6.** If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution.

**SECTION 8.** The Resolution shall take effect immediately upon its adoption by City Council.

**PASSED, APPROVED AND ADOPTED** this 28th day of January 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-012 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 28th day of January 2025, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

EXHIBIT A

## City of South El Monte
## Monthly Salary Schedules for Executives (Non-Represented)
## Period: July 1, 2024 - June 30, 2025

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Deputy City Manager | 10,841 | 11,383 | 11,952 | 12,550 | 13,177 |
| City Clerk | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Community Development Director | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Community Services Director | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Director of Finance | 12,235 | 12,847 | 13,489 | 14,164 | 14,872 |
| Director of Human Resources | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Public Works Director | 12,155 | 12,763 | 13,401 | 14,071 | 14,775 |

## City of South El Monte
## Monthly Salary Schedules for Executives (Non-Represented)
## Period: July 1, 2025 - June 30, 2026

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Deputy City Manager | 11,383 | 11,952 | 12,550 | 13,177 | 13,836 |
| City Clerk | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Community Development Director | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Community Services Director | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Director of Finance | 12,847 | 13,489 | 14,164 | 14,872 | 15,615 |
| Director of Human Resources | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Public Works Director | 12,763 | 13,401 | 14,071 | 14,775 | 15,513 |

## City of South El Monte
## Monthly Salary Schedules for Executives (Non-Represented)
## Period: July 1, 2026 - June 30, 2027

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Deputy City Manager | 11,952 | 12,550 | 13,177 | 13,836 | 14,528 |
| City Clerk | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Community Development Director | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Community Services Director | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Director of Finance | 13,489 | 14,164 | 14,872 | 15,615 | 16,396 |
| Director of Human Resources | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Public Works Director | 13,401 | 14,071 | 14,775 | 15,513 | 16,289 |

# City Council Agenda Report

**Agenda Item No. 9.h.**

**DATE:** November 12, 2024

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Rene Salas, City Manager

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 24-242, ADOPTING AMENDED AND RESTATED PAY SCHEDULES FOR THE CITY'S NON-REPRESENTED EXECUTIVE AND PART-TIME EMPLOYEES

---

**SUMMARY:** On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executive and part-time employees. This resolution will update the salary range of the Public Works Director position to be consistent with other non-represented executive positions.

**RECOMMENDED ACTION:** Staff recommends City Council consider adopting Resolution No. 24-242, approving a revised monthly salary schedule for executives (non-represented).

**FISCAL/FINANCIAL IMPACT:** There is no fiscal impact at this time. Once the City Manager conducts a performance evaluation of the Public Works Director, and if a merit step increase is provided, the cost differential between the existing scale and the updated scale is about $500 per month (ranging between $452 per month to $550 per month between Step A through Step E).

**DISCUSSION:** On September 24, 2024, the City Council approved Resolution No. 24-226, approving cost of living adjustments for non-represented executive and part-time employees. Resolution No. 24-226 approved a 5% cost of living adjustments for non-represented executive and part-time employees for Fiscal Years 2024–25; 2025–26; and 2026–27 and updating the pay schedule for these positions accordingly.

The pay scale of the Public Works Director was originally structured and budgeted to be the same as other Department Directors. However, a computation error calculated by the Human Resources Department resulted in a salary range lower than other Directors.

City staff analyzed the updated salary schedule from the September 24, 2024, City Council meeting and noticed that the Public Works Director salary was not consistent with other non-represented executive positions. Therefore, City staff recommends that

City Council approve the instant resolution to revise the monthly pay schedule for executives (non-represented) to reflect the increase to the compensation range for the Public Works Director position.

**ATTACHMENT(S):**

A. Resolution No. 24-242
B. Exhibit A to Resolution No. 24-242

## ATTACHMENT A

RESOLUTION NO. 24-242

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL, CALIFORNIA, ADOPTING AMENDED AND RESTATED PAY SCHEDULES FOR THE CITY'S NON-REPRESENTED EXECUTIVE AND PART-TIME EMPLOYEES

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council of the City fix compensation of all appointive officers and employees by resolution or ordinance; and

**WHEREAS**, on September 24, 2024, the City Council approved Resolution No. 24-226, approving 5% cost of living adjustments for non-represented executive and part-time employees for Fiscal Years 2024–25; 2025–26; and 2026–27 and updating the pay schedule for these positions accordingly; and

**WHEREAS**, City Council now desires to amend and restate the previously adopted pay schedule to reflect an increase the salary range of the Public Works Director position to match the compensation ranges provided to other non-represented executive positions.

**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, and each of them, are true and correct.

**Section 2.** The City Council of the City approves the amended and restated pay schedule attached hereto as Exhibit A for the City's non-represented executive employees and non-represented part-time employees for Fiscal Years 2024–25, 2025–26, and 2026–27. The revised pay range for the Public Works Director position shall be effective November 12, 2024.

**Section 3.** The City Council authorizes the City's City Manager to provide compensation to the City's non-represented executive employees consistent with the pay ranges set forth in Exhibit A, and to enter into contract amendments with the City's non-represented executive employees to effectuate the same.

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

**PASSED, APPROVED AND ADOPTED** this 12th day of November 2024.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 24-242 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 12th day of November 2024, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

## Exhibit A
## City of South El Monte
## Monthly Salary Schedules for Executives (Non-Represented)
## Period: July 1, 2024 - June 30, 2025

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Deputy City Manager | 10,841 | 11,383 | 11,952 | 12,550 | 13,177 |
| City Clerk | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Community Development Director | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Community Services Director | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Director of Finance | 12,235 | 12,847 | 13,489 | 14,164 | 14,872 |
| Director of Human Resources | 10,500 | 11,025 | 11,576 | 12,155 | 12,763 |
| Public Works Director (*effective November 12, 2024) | ~~10,089~~ 10,500 | ~~10,594~~ 11,025 | ~~11,124~~ 11,576 | ~~11,680~~ 12,155 | ~~12,264~~ 12,763 |

## City of South El Monte
## Monthly Salary Schedules for Executives (Non-Represented)
## Period: July 1, 2025 - June 30, 2026

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Deputy City Manager | 11,383 | 11,952 | 12,550 | 13,177 | 13,836 |
| City Clerk | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Community Development Director | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Community Services Director | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Director of Finance | 12,847 | 13,489 | 14,164 | 14,872 | 15,615 |
| Director of Human Resources | 11,025 | 11,576 | 12,155 | 12,763 | 13,401 |
| Public Works Director | ~~10,594~~ 11,025 | ~~11,124~~ 11,576 | ~~11,680~~ 12,155 | ~~12,264~~ 12,763 | ~~12,877~~ 13,401 |

## City of South El Monte
## Monthly Salary Schedules for Executives (Non-Represented)
## Period: July 1, 2026 - June 30, 2027

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Deputy City Manager | 11,952 | 12,550 | 13,177 | 13,836 | 14,528 |
| City Clerk | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Community Development Director | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Community Services Director | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Director of Finance | 13,489 | 14,164 | 14,872 | 15,615 | 16,396 |
| Director of Human Resources | 11,576 | 12,155 | 12,763 | 13,401 | 14,071 |
| Public Works Director | ~~11,124~~ 11,576 | ~~11,680~~ 12,155 | ~~12,264~~ 12,763 | ~~12,877~~ 13,401 | ~~13,521~~ 14,071 |

## Exhibit A

## City of South El Monte
## Monthly Salary Schedules for Confidential (Non-Represented)
## Period: July 1, 2024 - June 30, 2025

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Senior Executive Assistant / Community Liaison | 8,349 | 8,766 | 9,204 | 9,664 | 10,148 |

## City of South El Monte
## Monthly Salary Schedules for Confidential (Non-Represented)
## Period: July 1, 2025 - June 30, 2026

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Senior Executive Assistant / Community Liaison | 8,766 | 9,204 | 9,664 | 10,148 | 10,655 |

## City of South El Monte
## Monthly Salary Schedules for Confidential (Non-Represented)
## Period: July 1, 2026 - June 30, 2027

| Job Title | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|
| Senior Executive Assistant / Community Liaison | 9,204 | 9,664 | 10,148 | 10,655 | 11,188 |

# City Council Agenda Report
**Agenda Item No. 12.a.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** **Councilmember Rudy Bojorquez**

1. Request for a Senior Center fee waiver on March 8, 2025, for a memorial service for Ralph Ortiz.

**RECOMMENDATION:** Discussion and/or action.

---

**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**
None

# City Council Agenda Report
**Agenda Item No. 12.b.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** **Councilmember Larry Rodriguez**

1. Re-establish the City of South El Monte C.E.R.T team and provide training for new members.

**RECOMMENDATION:** Discussion and/or action.

---

**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None

# City Council Agenda Report
**Agenda Item No. 12.c.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** **Councilmember Manuel Acosta**

1. At the January 14, 2025, City Council Meeting, Mayor Pro Tem Hector Delgado requested $15,000 for his wrestling program, Beat the Streets, and was approved. This request should be contingent on Mr. Delgado should providing a letter to the city of South El Monte, formally requesting the $15,000. The letter should be on the organization's letterhead, and include the charitable tax ID, and describe how the money will be spent.

2. At the January 14, 2025, City Council Meeting, a request of $35,000 to the El Monte/South El Monte Emergency Resources Association headquartered in El Monte, California, and was approved. Staff should be directed to conduct research and provide details of the organization's finances and disclosures.

3. Provide a placement of financial conditions on the $35,000 given to the El Monte/South El Monte Emergency Resources Association. The money should only be used for South El Monte residents seeking emergency relief and financial assistance.

**RECOMMENDATION:** Discussion and/or Action.

---

**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None

# City Council Agenda Report
**Agenda Item No. 12.d.**

**DATE:** January 28, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** **Mayor Gloria Olmos**

1. Consideration of sponsoring the Lincoln Training Center for their 39th Annual Affair of the Heart Event scheduled for March 22, 2025.

**RECOMMENDATION:** Discussion and/or Action.

---

**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. Letter from Lincoln Training

Lincoln
TRAININGCENTER
Turning Disabilities Into Possibilities

Dear Mayor Olmos:

Nearly one in four Americans has a disability. The adults with disabilities served by Lincoln need your help.

On March 22, 2025, Lincoln Training Center (LTC) will host their 39th Annual Affair of the Heart, ***An Evening in Paris***, in the ballroom at the Pasadena Convention Center. We invite you to celebrate with us by becoming a sponsor of the event. The funds raised on this occasion are an important portion of our annual budget.

Almost everyone faces hardships and difficulties at one time or another. But for people with disabilities, barriers can be more frequent and have greater impact. Lincoln is bringing the gift of transformation that opens doors to education, employment opportunities, and community that our participants only dreamed of before joining our family. LTC has provided jobs to adults with disabilities for more than 60 years. LTC staff provides meaningful activities in the community for 500 participants every working day of the year – that's 260 days. Lincoln is now experiencing the highest number of people who need our services. We have more than 100 job sites, so individuals have a choice in their careers and community activities. Lincoln's services to our participants are provided free of cost, including transportation to their destinations.

In recognition of your donation, we will thank you by offering:

- Your company name, logo and link on the auction website
- A short video of your business, if you can supply one, on the auction website
- Special thanks included in the on-line description of your donation
- A tax-deductible receipt for the donated item

Thank you for your help. Please complete the enclosed donation form and mail it to the address indicated. You can also email the form to Noreen Baca at NoreenB@lincolntc.org. Your response prior to March 1, 2025 will allow us to include your name in our public relations and event materials.

For additional information, please contact Noreen Baca at 626-636-2557.

Sincerely,

Gabriela Neufeld
*Event Chair*

***2643 Loma Avenue, South El Monte, CA 91733***

**Join us for an enchanted evening**

**Saturday, March 22, 2025**

**5:30 p.m. – Reception**

**Followed by**

**Dinner, Program, Music, and Dancing**

***The Ballroom at the Pasadena Convention Center***
***300 E. Green Street, Pasadena, California 91101***

**THE NEED:** Nearly one in four Americans has a disability! Founded in 1964 by parents of adult children with disabilities, Lincoln Training Center, a 501(c)3 not-for-profit organization, specializes in providing disabled adults with jobs in the community. In addition, Lincoln ensures that people with disabilities have access to social, educational, and professional opportunities in the community. LTC provides meaningful activities for 500 participants every working day of the year – that's 260 days. We have more than 100 job sites, so individuals have a choice in their careers and community activities all with no charge to them.

**THE EVENT:** Reception, silent and live auctions, gala dinner celebration, and entertainment.

**OUR GUESTS:** Approximately 300 corporate and civic officials, community leaders, friends, and supporters.

**PROMOTION:** Social Media Channels, Email Distribution, and Website.

**TICKETS:** $300 per person.

**SPONSORSHIPS:**

| | | | |
|---|---|---|---|
| Title Sponsor | $30,000 | Opal Parking Sponsor | $6,000 |
| Presenting Sponsor | $15,000 | Ruby Sponsor | $5,000 |
| Gold Sponsor | $10,000 | Emerald Sponsor | $3,500 |

**MORE INFO:** Noreen Baca at Lincoln Training Center
2643 Loma Avenue, South El Monte, CA 91733
(626) 636-2557; NoreenB@lincolntc.org

**TAX ID:** 95-2276055

☐ ~~Title Sponsor~~ (SOLD) — $30,000
- VIP seating for three tables of 10
- Butler service at your tables
- Dinner tickets for 5 LTC clients and a caregiver
- Collateral Materials include your name
- Three table signs
- Name in invitation as a Title Sponsor
- Your name/logo included on the souvenir photo frame
- Inside front cover full page ad in program
- Press release featuring Title Sponsorship
- 150-word message in PowerPoint loop
- Valet parking
- Recognition from the stage during the Program
- Eblast to LTC supporters about your sponsorship
- Link to LTC website for one year

☐ **Presenting Sponsor** — $15,000
- Premier seating for two tables of 10
- Auction Reception named for you
- 100-word message in PowerPoint loop
- Name in invitation as Presenting Sponsor
- Two table signs
- Your name/logo included on the souvenir photo frame
- Press release featuring Platinum Sponsorship
- Valet parking
- Recognition from the stage during the Program
- Eblast to LTC supporters about your sponsorship
- Link to LTC website for one year

☐ **Gold Sponsor** — $10,000
- Premier seating for a table of 10
- Photo Booth named for you
- 100-word message in PowerPoint loop
- One table sign
- Your name/logo included on the souvenir photo frame
- Name in invitation as a Gold Sponsor
- Valet parking
- Recognition from the stage during the Program
- Eblast to LTC supporters about your sponsorship
- Link to LTC website for one year

☐ **Opal Parking Sponsor** — $6,000
- Preferred seating for a table of 10
- Name/logo on all parking materials
- Name in invitation as a Opal Parking Sponsor
- Your name/logo included on the souvenir photo frame
- One table sign
- Valet parking
- Link to LTC website for one year
- Eblast to LTC supporters about your sponsorship

☐ **Ruby Sponsor** — $5,000
- Preferred seating for a table of 10
- 75 word message in PowerPoint loop
- Name in invitation as a Ruby Sponsor
- Your name/logo included on the souvenir photo frame
- One table sign
- Valet parking
- Link to LTC website for one year
- Eblast to LTC supporters about your sponsorship

☐ **Emerald Sponsor** — $3,500
- Seating for a table of 10
- 50 word message in PowerPoint Loop
- Name in invitation as a Emerald Sponsor
- Valet parking
- Link to LTC website for six months
- Eblast to LTC supporters about your sponsorship

☐ **I wish to sponsor Clients at $100 each** • **I will purchase _____ client tickets**

☐ Individual Ticket *(includes valet parking)* $300 • I will purchase _____tickets

Enclosed is my check, in the amount of $_____We cannot attend, enclosed is my contribution of $_____

Please bill my: ☐Visa ☐MC ☐AmEx Card # _____

Signature _____ Expiration Date _____

Name_____ Phone _____

Business Name _____ Fax _____E-mail _____

Address _____City _____ State _____Zip _____

**Make Checks Payable to: Lincoln Training Center**

For further information, call Noreen Baca (626) 636-2557

***Thank you for your generous support of Lincoln Training Center.*** *Your contribution is tax-deductible as permitted by law.*

2643 Loma Avenue · South El Monte, CA 91733 www.lincolntc.org · e-mail NoreenB@lincolntc.org · Tax ID # 95-2276055

# Successor Agency Agenda Report
**Agenda Item No. 19.a.**

**DATE:** January 28, 2025

**TO:** Honorable Chairperson and Members of the Board

**APPROVED BY:** Rene Salas, Executive Director

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR OCTOBER 22, 2024

---

**SUMMARY:** Staff is requesting approval of the Minutes of the October 22, 2024, Successor Agency Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of the Minutes of the October 22, 2024, Successor Agency Meeting.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. DRAFT SA Minutes 10-22-24

**CITY OF SOUTH EL MONTE**
**ADJOURNED SUCCESSOR AGENCY MEETING MINUTES**

Tuesday, October 22, 2024 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting.

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

Chair Olmos called the meeting to order at 8:00 p.m.

## 16. CALL TO ORDER AND ROLL CALL

PRESENT: Board Member(s): Acosta, Angel, and Chair Olmos

ABSENT: Board Member(s): Delgado, Vice Chair Bojorquez

STAFF PRESENT: Rene Salas, Executive Director, Anthony R. Taylor, General Counsel; Adrian Garcia, Secretary; and Sabrina Muhne, Deputy City Clerk

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

## 17. APPROVAL OF AGENDA

**Motion** by Board Member Angel, seconded by Board Member Acosta to approve the agenda. Motion carried 3-0, by the following vote:

| | | |
|---|---|---|
| AYES: | Board Member(s): | Acosta, Angel, and Chair Olmos |
| NAYS: | Board Member(s): | None |
| ABSENT: | Board Member(s): | Delgado, and Vice Chair Bojorquez |

## 18. PUBLIC COMMENTS

Chair Olmos opened Public Comment.

1. Roseanne Angel, resident, asked for information regarding Southeast Area Animal Control Authority (SEAACA) and getting animals spayed and neutered and requested for future opportunities to be added to the community calendar.

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

## 19. CONSENT CALENDAR

**Motion** by Board Member Angel, seconded by Board Member Acosta to approve the Consent Calendar. Motion carried 3-0, by the following vote:

**CONSENT CALENDAR (CONTINUED)**

| | | |
|---|---|---|
| AYES: | Board Member(s): | Acosta, Angel, and Chair Olmos |
| NAYS: | Board Member(s): | None |
| ABSENT: | Board Member(s): | Delgado, and Vice Chair Bojorquez |

**19.a.** Approved the Regular Successor Agency Meeting Minutes of September 24, 2024.

**19.b.** Approved going dark on Tuesday, November 26, 2024, and Tuesday, December 24, 2024, due to the Thanksgiving and Christmas holidays.

**20. EXECUTIVE DIRECTOR'S AGENDA – None**

**21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING**

There being no further business coming before this body, at 8:05 p.m. Chair Olmos adjourned the meeting.

_____ _____

Sabrina Muhne, Deputy City Clerk Gloria Olmos, Chair

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