

Gloria Olmos, Mayor
Richard Angel, Mayor Pro Tem
Manuel Acosta, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

October 12, 2021, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Meeting ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

For both open and closed session each speaker will be limited to five minutes. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. This is the only opportunity for public input except for scheduled public hearing items. 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.

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 ext. 3280 or ext. 3220 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-0412

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998

[Agenda Begins on the Following Page]

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Gracie Retamoza

3. INVOCATION

Cesiah Romo, Community Services Commissioner

4. PRESENTATIONS

- 4.a.** Presentation of Plaques to Employees; Teacher MaryAnn Garcia and Teacher Teresa Lopez for Years of Service

Teacher MaryAnn Garcia for 44 Years of Dedicated and Outstanding Service to the City of South El Monte and Teacher Teresa Lopez for 40 Years of Dedicated and Outstanding Service to the City of South El Monte.

- 4.b.** Capital Improvement Program Update

- 4.c.** Proclamation Proclaiming October 2021 as Domestic Violence Awareness Month

- 4.d.** Proclamation Proclaiming October 2021 as Breast Cancer Awareness Month

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 may speak up to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. With respect to non-public hearing items, speakers shall provide their comments at this time. During public hearing, speakers are encouraged to speak at the time the public hearing item is presented. Any documents for review should be presented to the City Clerk for distribution.

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 FOR SEPTEMBER 28, 2021

Staff is requesting approval of the Minutes of the September 28, 2021, Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of September 28, 2021.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-62, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 29, 2021 THROUGH OCTOBER 12, 2021

Authorizing payment of City expenditures for the period of September 29, 2021 through October 12, 2021 totaling \$583,593.22

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-62, authorizing payment of City expenditures.

7.c. PROPOSED DARK CITY COUNCIL MEETING DATES

Staff is requesting City Council consider "going dark" on Tuesday, November 23, 2021 due to the Thanksgiving holiday and on Tuesday, December 28, 2021 due to the Christmas holiday.

RECOMMENDED ACTION: Staff recommends City Council "goes dark" on November 23 and December 28, 2021, due to the Thanksgiving and Christmas holidays.

7.d. ADOPTION OF ORDINANCE NO. 1254, AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20 "POSTING OF OFFICIAL NOTICES," SECTION 1.20.010 "LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

At a regular City Council meeting on Tuesday, September 28, 2021, City Council waived first reading and introduced Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1 "General Provisions," Chapter 1.20 "Posting of Official Notices," Section 1.20.010 "Locations for Posting of Official Notices."

RECOMMENDED ACTION: Waive second reading and adopt Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1.

8. PUBLIC HEARINGS

8.a. GENERAL PLAN UPDATE INCLUDING THE 2021-2029 SIXTH CYCLE HOUSING ELEMENT, PUBLIC HEALTH AND SAFETY ELEMENT AND ENVIRONMENTAL JUSTICE ELEMENT AND ADOPTION OF RESOLUTION NO. 21-63, APPROVING THE NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT

The Governor's Office of Planning and Research (OPR) requires that upon the adoption of the Sixth Cycle Housing Element, an updated Safety Element needs to be adopted. Another requirement by OPR is upon the adoption of two elements of the General Plan, an Environmental Justice Element must be created if the City is considered a Disadvantaged Community (DAC). With the last adopted Safety Element being in 2000 and the City being considered a DAC, these two elements were combined into the Public Health and Safety Element to be adopted with the Housing Element.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-63, approving the Negative Declaration and General Plan Amendment 21-01 including the Housing Element, Health and Safety Element and Environmental Justice Element, as recommended by the Planning Commission for Certification by the Department of Housing and Community Development, as required by State Law.

9. GENERAL BUSINESS

9.a. CONSIDERATION OF RESOLUTION NO. 21-64, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO THE ENERGY COALITION (TEC) TO PROVIDE PROJECT DESIGN & MANAGEMENT SERVICES; AND ADOPTION OF RESOLUTION NO. 21-65, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO PASSIVE LOGIC TO PROVIDE PROJECT DESIGN & IMPLEMENTATION SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

The City of South El Monte, in partnership with The Energy Coalition (TEC) and Passive Logic, received a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by United States Department of Energy (DOE). The awarded funds will be used for design and implementation of the South El Monte Autonomous Building Controls Retrofit Project. This project will perform much needed energy efficiency retrofits for three City facilities - Community Center, Senior Center, and Mini Center. The City must enter into agreements with its partners TEC and Passive Logic before initiating the project.

RECOMMENDED ACTION: Staff recommends City Council do the following:

1. Adopt Resolution No. 21-64, awarding professional services agreement to TEC to provide project design and management services, in the amount of \$90,000; and
2. Adopt Resolution No. 21-65, awarding professional services agreement to Passive Logic to provide project design & implementation services, in the amount of \$272,279.

9.b. CONSIDERATION OF RESOLUTION NO. 21-66, AWARDING CONTRACT SERVICES AGREEMENT TO COUNCIL FOR WATERSHED HEALTH TO PROVIDE PROJECT ADMINISTRATION SERVICES FOR MERCED AVENUE GREENWAY PROJECT

The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) Best Management Practices (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-66, awarding a contract services agreement to Council for Watershed Health to provide project administration services for the Merced Avenue Greenway Project, in the amount of \$412,447.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234 requires councilmembers briefly report, orally or in writing, on meetings attended at City expense (i.e. League of California Cities Conferences, ICSC conferences, etc.) at City Council meetings following the meeting.

11. CORRESPONDENCE

11.a. LETTER REQUESTING SPONSORSHIP FROM EPIPHANY CATHOLIC SCHOOL THROUGH A \$500 PLATINUM PACKAGE THAT INCLUDES THE CITY LOGO ON EVENT MATERIAL AND MEDIA ADVERTISING FOR THE 1ST ANNUAL OKTOBERFEST BIKE AND CAR SHOW

RECOMMENDED ACTION: Staff recommends City Council review and consider the request from Epiphany Catholic School.

11.b. LETTER FROM BREWERS BASEBALL ORGANIZATION REQUESTING TO WAIVE FEES FOR THE LIGHTING AND RENTAL HOURS EXTENSION AT SHIVELY AND NEW TEMPLE PARKS FOR A BASEBALL TOURNAMENT TO RAISE FUNDS FOR CANCER AWARENESS

The Brewers Baseball Organization is hosting a Cancer Awareness Baseball Tournament on Saturday, October 9, 2021 and Sunday, October 10, 2021. The tournament will be held at both Shively and New Temple Parks. The organization is requesting the City to waive fees for both the lighting and extended rental hours to 10:30 p.m.

RECOMMENDED ACTION: Staff recommends City Council review and consider the request from the Brewers Baseball Organization.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Domestic Violence Awareness Month Community March in October.
2. Discussion on Implementing Smart Poles While Edison is Installing Led Light Poles to Save the Cost of Additional Installation.
3. The Impact of AB 361 on Member In-Person Attendance at City Council and Commission Meetings.

13. CLOSED SESSION – None.

14. ADJOURNMENT

Tuesday, October 26, 2021 at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 7th day of October 2021.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: Presentation of Plaques to Employees; Teacher MaryAnn Garcia and Teacher Teresa Lopez for Years of Service

Teacher MaryAnn Garcia for 44 Years of Dedicated and Outstanding Service to the City of South El Monte and Teacher Teresa Lopez for 40 Years of Dedicated and Outstanding Service to the City of South El Monte.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: Capital Improvement Program Update

SUMMARY: Council to receive and file the triannual CIP update from the Public Works Department.

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Capital Improvement Program Update FY21-22

City of South El Monte



Capital Improvement Program Update



CIP PROGRAM OVERVIEW



Capital Improvement Projects

- Buildings
- Parks and Landscaping
- Street and Drainage Infrastructure
- Technology Infrastructure

PRESENTATION OVERVIEW



- ✓ **CIP Projects Currently in Progress**
- ✓ **Upcoming CIP Projects Update**
- ✓ **CIP Projects Estimated Schedule**

CIP PROJECTS CURRENTLY IN PROGRESS

RUSH ST / PECK AVE – TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS

Budget/Funding: \$746,982
Highway Safety Improvement
Program Grant

Description

Traffic Signals, sidewalk, curb,
gutter, ADA ramps, pavement,
medians, traffic signs, striping,
driveways

Status: Completed July 2021



CIP PROJECTS CURRENTLY IN PROGRESS

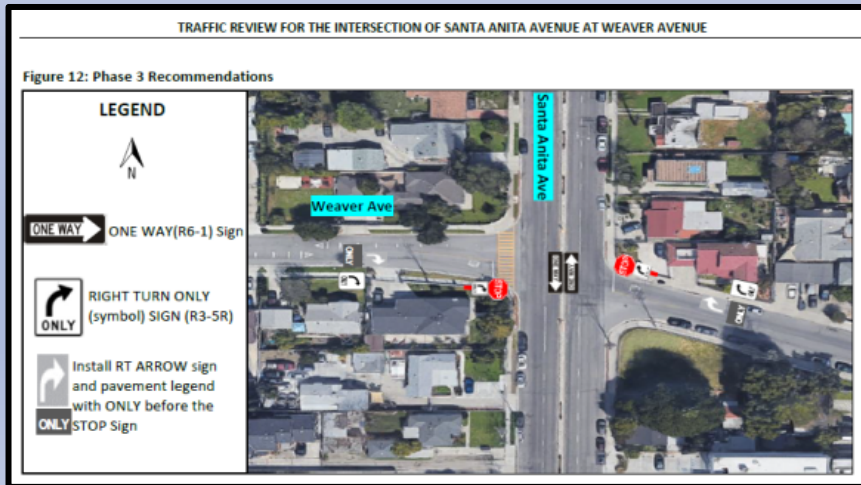
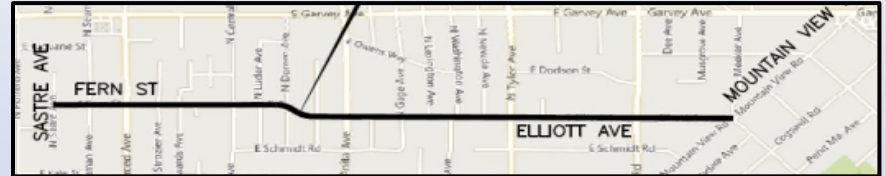
FERN / ELLIOTT STREET REHABILITATION

Budget / Funding: \$1,329,530
SB-1

Description

(Joint project with El Monte)
Street pavement rehabilitation, ADA ramps, striping, sidewalks, driveways, traffic signage, curb/gutter

Status: Under Construction
- Completion October 2021



CIP PROJECTS CURRENTLY IN PROGRESS

SANTA ANITA AVE UTILITY UNDERGROUNDING & STREETLIGHT PROJECT

Budget / Funding: \$2,700,000

SCE Portion: \$2,360,000

City Portion: \$340,000

Prop C and Measure M

Description

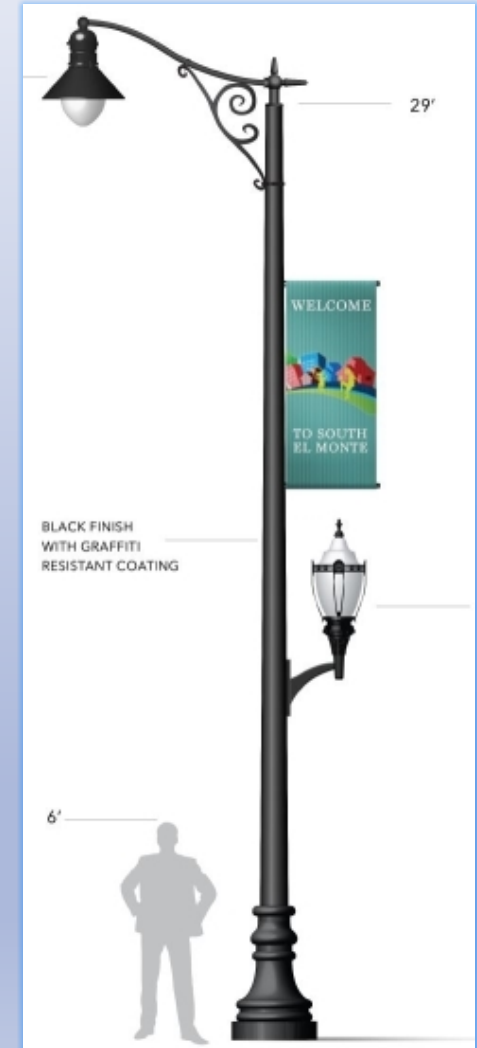
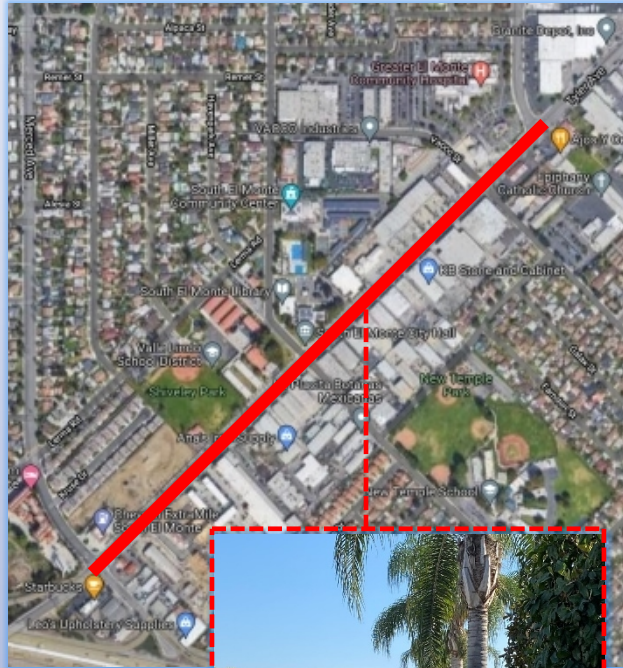
41 new decorative streetlights
(adding 13 additional lights)

Santa Anita Avenue between
Fawcett Ave & Tyler Avenue.

Status: Under Construction

- Street lights in fabrication,
estimated time of delivery
December/January

Estimated Completion: Winter 2022



CIP PROJECTS CURRENTLY IN PROGRESS

CITYWIDE PAVEMENT REHABILITATION PROGRAM, FY 20-21

Budget / Funding: \$776,710

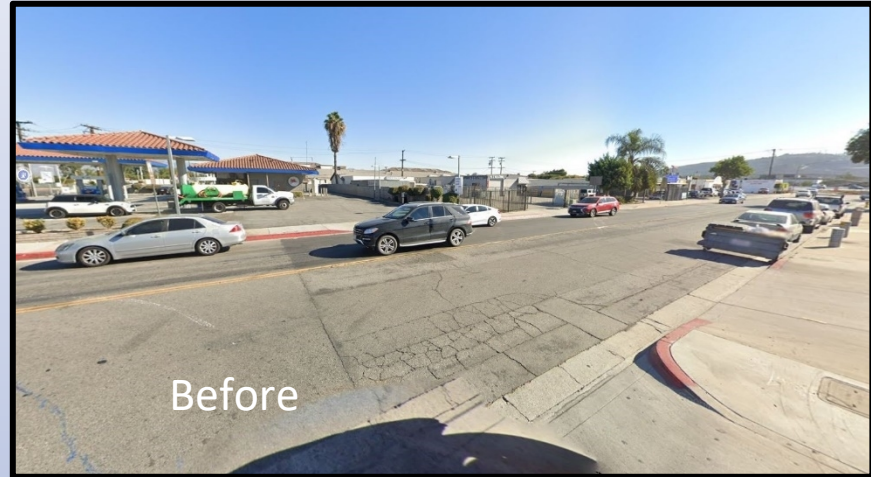
SB-1, CDBG, Measure M

Description

Street pavement rehabilitation of
Strozier, Lashbrook, Fawcett,
Granada, Enloe, Michael Hunt,
Bunker, Lorin, Adson
Lexington-Gallatin

Status: Under Construction

- Completion in October



CIP PROJECTS CURRENTLY IN PROGRESS

SANTA ANITA AVE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT PROJECT

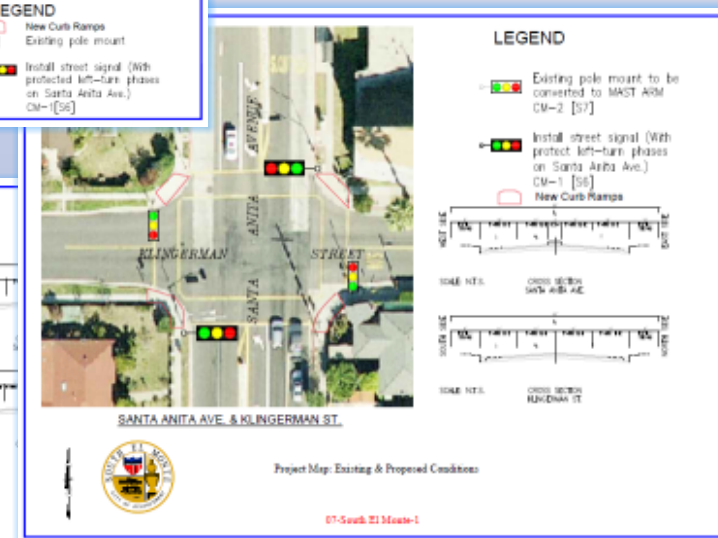
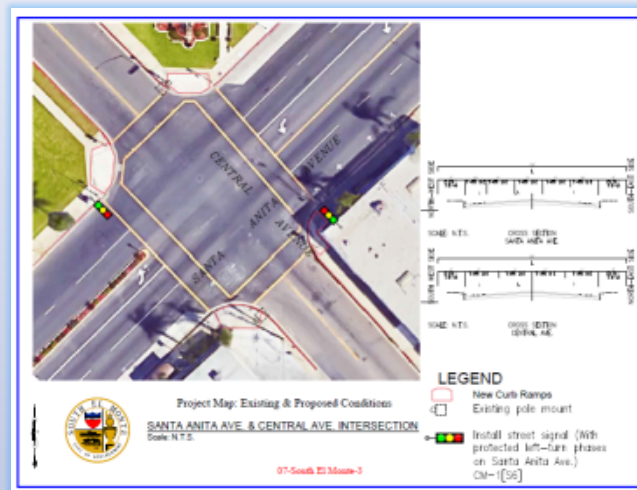
Budget / Funding: \$967,736
Highway Safety Improvement
Program Grant
(Additional \$272,313 in
grant funding was awarded
by the State in August)

Description

New traffic signals, ADA
pedestrian ramps, sidewalk,
crosswalks, street signage
and striping at **Central,**
Klingerman and Rush street
intersections.

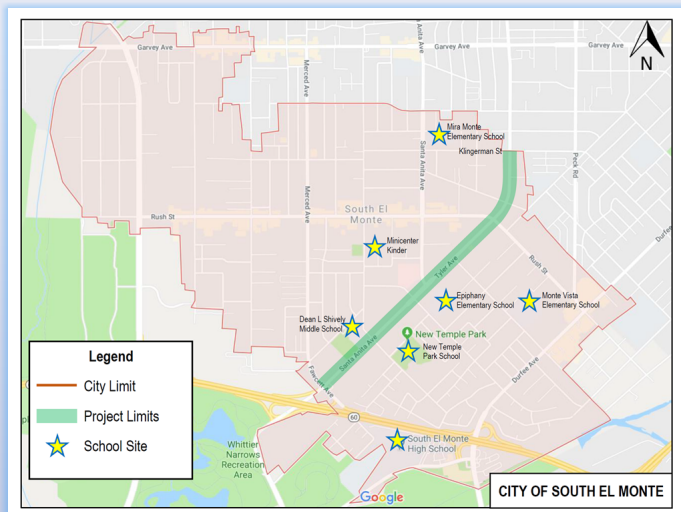
Status: Under Construction
- traffic signals currently in
fabrication, delivery in Dec

Estimated Completion:
Winter 2022



CIP PROJECTS CURRENTLY IN PROGRESS

SANTA ANITA AVE / TYLER AVENUE – STREETScape AND BIKE LANES



Budget / Funding: \$6,285,404

Measure M/MSP, Measure R, CMAQ

Description

Enhance pedestrian mobility with the installation of protected bike lanes, medians, landscaping, ADA ramps, sidewalks, driveways, street furniture, street signage, pavement rehabilitation and striping. Project is located along Santa Anita Ave and Tyler Ave, from Merced Ave to Klingerman Street.

Status: Engineering design and program management contracts awarded September 14, 2021

- Community outreach and engineering design to start in October 2021

Estimated Completion: 2024



CIP PROJECTS CURRENTLY IN PROGRESS

CITYWIDE PAVEMENT REHABILITATION PROGRAM, FY 21-22

Budget / Funding: \$1,000,000
SB-1, CDBG, Measure M

Description

Pavement rehabilitation of Danielson, Cogswell, Maplefield, Backford, Abraham, Central, Esteban Torres, Penn Mar, Byways, Arcy, Allgeyer, Durfee, Haymond, Gomez Palacio, Holtwood, Linard, Klingerman, Chico, Floradale, Portrero.

Status: In design

- Bid project for construction
Spring/Summer 2022

Estimated Completion:
December 2022



CIP PROJECTS CURRENTLY IN PROGRESS

MERCED AVENUE GREENWAY PHASE 1

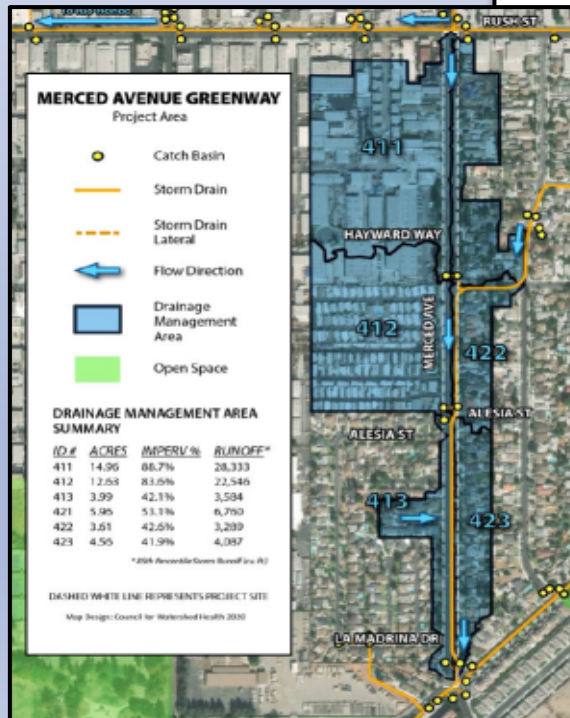
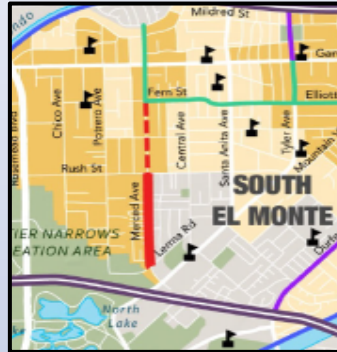
Budget / Funding: \$9,800,000
CNRA, SWRCB Prop 1, Meas W, USBR

Description

The Merced Ave project aims to demonstrate how street design can combat rising temperatures, increase pedestrian/bicyclist safety, and improve local water quality. A neighborhood-scale project like Merced Avenue is intended to provide a real-world model of watershed-based design that integrates many ongoing efforts in the region to address flood management, water quality and habitat restoration.

Status: Phase 1 design complete
- Bid Winter 2022

Estimated Completion: 2023



CIP PROJECTS CURRENTLY IN PROGRESS

VARIOUS PARK IMPROVEMENTS

Budget / Funding: \$2,048,200
CNRA Grant, General Fund

Description

Senior Center gym equipment. City Hall and Mary Van Dyke park public restroom renovations, blacktop resurface at Shively Park. New BBQs and fountains for Mary Van Dyke. Civic Center pool facility upgrades.

Status: completed purchase BBQs and fountains; bidding rubberized surfaces and playgrounds

Estimated Completion: May 2025



CIP PROJECTS CURRENTLY IN PROGRESS

AUTONOMOUS BUILDING CONTROLS RETOFIT

Budget / Funding: \$1,152,144

US Dept. of Energy Grant, General Fund

Description

The installation of an autonomous building platform will convert **Mini Day Care Center, Community Center and Senior Center** facilities to smart, energy efficient public spaces that will save the City money and provide better physical environments for staff and the public.

The project will enable the City to create resilient, energy efficient public facilities that are capable of providing critical services to the community during power outages and public safety power shut off events.

Status: Bid hardware and equipment specifications in winter/spring 2022



PRESENTATION OVERVIEW



- ✓ CIP Projects Currently in Progress
- ✓ **Upcoming CIP Projects Update**
- ✓ CIP Projects Estimated Schedule

UPCOMING CIP PROJECTS

ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN

Budget / Funding: \$340,000
Caltrans Grant

Description

A study to conceptualize Rosemead Blvd. as a redesigned multi-modal corridor. The project will examine traffic calming strategies, including but not limited to: protected bike lanes, dedicated rapid transit lanes, smart bus stops, and ADA improvements.

Status: Contract awarded to a consultant in September 2021

Estimated Completion: Spring 2023



UPCOMING CIP PROJECTS

RUSH STREET CORRIDOR ENHANCEMENT PLAN

Budget / Funding: \$213, 013 (CARB Grant)

Description: A study to conceptualize Rush Street as a redesigned multi-modal corridor. The project will examine traffic calming strategies, including but not limited to: protected bike lanes, dedicated rapid transit lanes, smart bus stops, and ADA improvements.

Status: RFP for Design Consultant to publish October 2021

Estimated Completion: Spring 2023



UPCOMING CIP PROJECTS

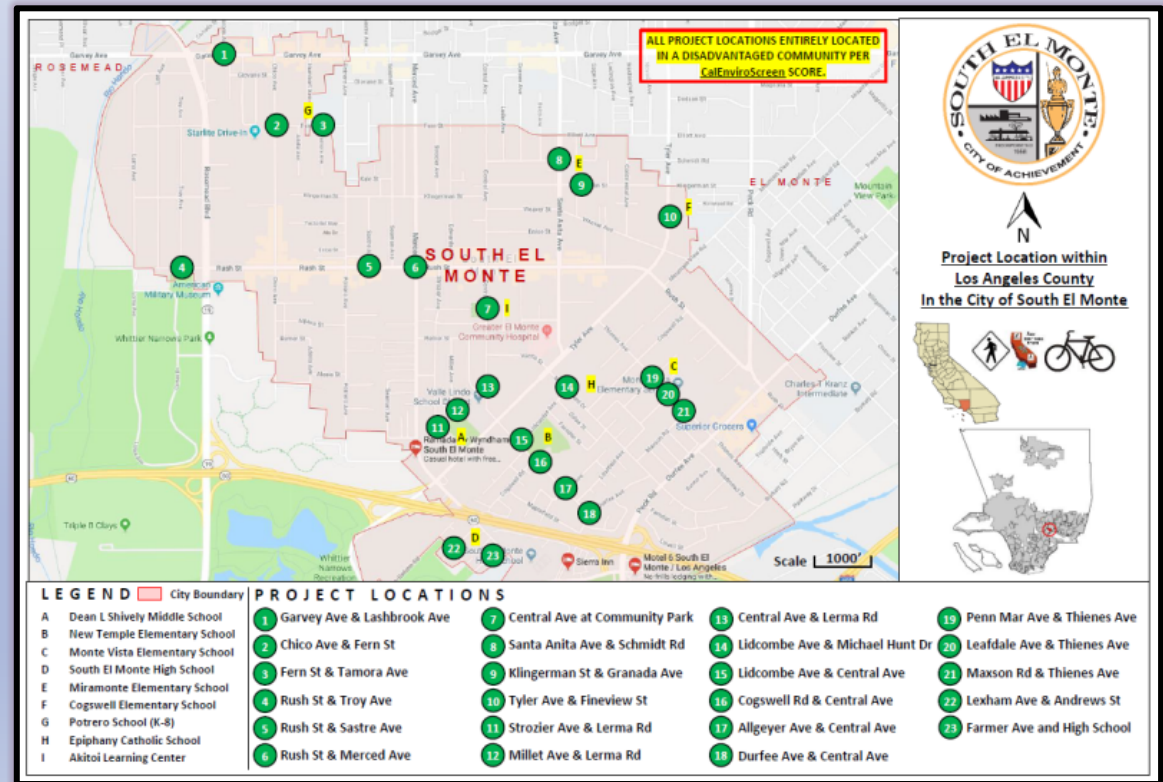
SAFE ROUTES TO SCHOOLS - CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS

Budget / Funding: \$1,500,000 (ATP Cycle 5)

Description

Project includes installation of new pedestrian safety improvements including crosswalks, concrete curb ramps, sidewalks, pedestrian signage, and striping at various locations within school areas citywide.

Status: Final-Award Evaluation
- Design and bid improvements



PRESENTATION OVERVIEW



- ✓ CIP Projects Currently in Progress
- ✓ Upcoming CIP Projects Update
- ✓ **CIP Projects Estimated Schedule**

CIP PROJECTS ESTIMATED SCHEDULE

 CITY OF SOUTH EL MONTE Community Development / Public Works		CIP Project Schedule																								
		Design			Bid Adv. / Award / Con. Execution					Construction					Misc Coordination											
		Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	
Project Name																										
Civic Center & Interjurisdictional Bikeway - Santa Anita/Tyler																										
Design																										
Bid and Construction																										
2020 Pavement Rehabilitation Citywide (Lashbrook and Strozier Fawcett, Michael Hunt, Enloe, Adson, Bunker, Lorin, Granada, Lexington-Gallatin)																										
Construction																										
Rush & Peck Traffic Signal Modifications																										
Construction																										
Project Federal Closeout																										
Santa Anita Intersections at Kilgerman, Rush, Central																										
Long Lead Time (Traffic Standards) Material Procurement																										
Construction																										
Fern/Elliott Street Resurfacing																										
Construction (Schedule is not submitted by Other Agency at this time / TBD)																										
Various Parks Improvements (CNRA)																										
Field Review / Scooping																										
Preparation of Bid Package for 1st Tier Projects (No Des/Architect needed)																										
Bid Advertisement																										
Construction																										
Santa Anita Rule 20A Utility Undergrounding and Street Light Project																										
SCE to Coordinate Construction (Schedule is not available at this time)																										
SCE LED Streetlight Fixture Replacement																										
Design and Preparation																										
Construction																										
Merced Ave Greenway PHS 1 (Santa Anita to Rush)																										
Bid Preparation and Advertisement																										
Construction																										
Merced Ave Greenway PHS 2 (Rush to Fern)																										
Design																										
Bid Preparation and Advertisement																										
Construction																										
Leel/Garvey and Durfee/Peck Intersection Improvements (HSIP Cycle 10)																										
Design																										
Bid Preparation and Advertisement																										
Construction																										

Other Current and Future Projects

- Shively Main Irrigation Line Upgrades (leak detection and valve installations)
- City Hall Chambers Renovation
- Transportation Yard Video Surveillance Security System
- Rosemead Blvd Relinquishment 2022
 - \$3.7 mil – Rush to Garvey excluding Rio Hondo/Rosemead bridge
- Merced PHS 2
 - Budget: \$12,500,000
 - 40% completed design
 - Currently applying for grants
- Lee/Garvey and Durfee/Peck Intersection Improvements (HSIP Grant Cycle 10)



City Council Agenda Report

Agenda Item No. 4.c.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Proclamation Proclaiming October 2021 as Domestic Violence Awareness Month

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Proclamation Proclaiming October 2021 as Breast Cancer Awareness Month

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.a.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 28, 2021

SUMMARY: Staff is requesting approval of the Minutes of the September 28, 2021, Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of September 28, 2021.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. September 28, 2021 Minutes

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, September 28, 2021 - 6:00 PM

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:02 PM

PRESENT: Councilmember(s): Acosta, Delgado (via zoom), Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

STAFF PRESENT: Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; Donna G. Schwartz, City Clerk; Paola Lara, Deputy City Clerk; and Andres Gonzalez, Senior Services Supervisor.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020. Zoom webinar was provided for the Public.

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

3. INVOCATION – Jeremy Kuba, Valley Community Church, offered the Invocation.

4. PRESENTATIONS

4.a. City Council presented a "Certificate of Appreciation" to Leo Briones and Finishing Trades Institute of District Council 36 for their contribution of the City Hall Painting Project.

4.b. City Council received a PowerPoint presentation by Tom Love, General Manager of Upper San Gabriel Valley Municipal Water District, on Water Supply and Conservation Update.

4.c. City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City for the month of August.

4.d. City Council received a report from Code Enforcement Division of the Community Development Department on code enforcement and public safety activities for the month of July and August.

Mayor Olmos requested staff discuss with Transtech Engineers, Inc. the possibility of installing a traffic signal on Penn Mar Avenue and Mountain View Road.

Councilmember Delgado requested code enforcement address a property on Rush Street and Mountain View Road for property maintenance.

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

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to move Item 9.d. before public comment and approve the agenda as amended. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Delilah Galvan, South El Monte resident, stated a couple of her neighbors have passed over the past few months and spoke of her concern with constant speeding on Cogswell Road between Michael Hunt and Rush Street.

Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to approve the Consent Calendar. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

7.a. Approved Minutes for the Regular City Council Meeting held September 14, 2021

7.b. Adopted Resolution No. 21-57, approving warrants for the period of September 15, 2021 through September 28, 2021 totaling \$753,422.01

7.c. Adopted Resolution No. 21-58 authorizing City Manager to enter into a funding agreement with the County Of Los Angeles (Safe Clean Water Program) for the Merced Avenue Greenway Improvement Project

8. PUBLIC HEARINGS: None.

9. GENERAL BUSINESS

9.a. CONSIDERATION OF ORDINANCE NO. 1254 AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20 "POSTING OF OFFICIAL NOTICES," SECTION 1.20.010 "LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

City Attorney Anthony Taylor read the title of Ordinance No. 1254.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to waive first reading and introduce Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1 "General Provisions," Chapter 1.20 "Posting of Official Notices," Section 1.20.010 "Locations for Posting of Official Notices.". Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.b. CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR A CATERER WHO WILL PREPARE COST EFFECTIVE AND QUALITY CONGREGATE AND HOMEBOUND MEALS FOR SENIORS SERVED THROUGH THE CITY OF SOUTH EL MONTE'S ELDERLY NUTRITION PROGRAM

City Manager Rachel Barbosa introduced Senior Services Supervisor Andres Gonzalez who presented the staff report.

Mayor Olmos suggested staff reach out to a Veterans organization that provides catering services and can provide hot meals to seniors to submit an RFP, and stated she would provide the Senior Services Supervisor the caterer name if she remembers it.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Angel to approve the RFP to solicit proposals from Caterers who are pre-approved by the Los Angeles County Community and Senior Services Area Agency on Aging to provide meals for the Congregate and Homebound Meal programs. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-59, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO ALTA PLANNING AND DESIGN, INC. FOR THE ROSEMEAD BOULEVARD CORRIDOR ENHANCEMENT PLAN

Mayor Olmos announced the item and Community Development Director Colby Cataldi presented the staff report.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to adopt Resolution No. 21-59, awarding a PSA to Alta Planning and Design, Inc. to prepare the Rosemead Boulevard Corridor Enhancement Plan, in the amount of \$270,941. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-60, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO CR ASSOCIATES AND RESOLUTION NO. 21-61, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO TRANSTECH ENGINEERS, INC. FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

Mayor Olmos announced the item and Community Development Director Colby Cataldi presented the staff report.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to:

1. Adopt Resolution No. 21-60, Awarding PSA agreement to CR Associates for design phase engineering services for the preparation of PS&E (Plan, Specifications and Estimates), in the amount of \$392,100; and
2. Adopt Resolution No. 21-61, Awarding PSA agreement to Transtech Engineers, Inc. for program management services including management of design consultant, review of plans, fund management, construction management, contract administration, in the amount of \$478,655.

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

NAYS: Councilmember(s): None

9.e. CONSIDERATION FOR AUTHORIZATION TO SEEK A REQUEST FOR PROPOSAL (RFP) FOR A COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY

Mayor Olmos announced the item Interim Finance Director William Fox presented the staff report.

A motion was made by Councilmember Acosta, seconded by Mayor Pro Tem Angel to approve the RFP to solicit proposals from qualified firms for a classification and compensation study. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.f. STATE AUDITOR ANNUAL FINANCIAL RISK ASSESSMENT RESULTS

Mayor Olmos announced the item Interim Finance Director William Fox presented the staff report and a PowerPoint on State Auditor Annual Financial Risk Assessment Results.

A motion was made by Mayor Pro Tem Angel, seconded Councilmember Acosta receive and file the report. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.g. CONSIDERATION OF APPROVAL FOR REQUEST FOR PROPOSAL (RFP) FOR FINANCIAL ADVISORY SERVICES FOR PENSION OBLIGATION BONDS

Mayor Olmos announced the item Interim Finance Director William Fox presented the staff report.

A motion was made by Councilmember Retamoza, seconded Councilmember Acosta to approve the RFP for financial advisory services to solicit qualified financial advisory firms to address the City's unfunded CalPERS pension liability. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

9.h. CONSIDERATION FOR AUTHORIZATION TO PURSUE VARIOUS OPTIONS FOR THE IMPLEMENTATION OF AN OTHER POST EMPLOYMENT BENEFITS (OPEB) TRUST ACCOUNT TO FUND RETIREE MEDICAL COSTS

Mayor Olmos announced the item Interim Finance Director William Fox presented the staff report.

A motion was made by Councilmember Acosta, seconded Councilmember Retamoza to authorize staff to proceed with examining various service providers and strategies to implement an OPEB Trust Fund and come back to Council with recommendations. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel,

and Mayor Olmos
NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended California Contract Cities Association 2021 Fall Educational Summit and Fire Station 90 Appreciation Day.

Councilmember Retamoza announced she attended Fire Station 90 Appreciation Day.

Councilmember Delgado nothing to report.

Mayor Pro Tem Angel announced he attended California Contract Cities Association 2021 Fall Educational Summit and Fire Station 90 Appreciation Day.

Mayor Olmos announced she attended California Contract Cities Association 2021 Fall Educational Summit, Fire Station 90 Appreciation Day, South East Area Animal Control Authority meeting, El Monte/South El Monte Chamber of Commerce Mixer, and read a thank you card from the Scmazzon Family for adjourning the September 14, 2021 meeting in memory of Aldo Scmazzon.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion on Potential Facilities Bond or other Finance Opportunities to Enhance our Existing Public Structures

Councilmember Delgado spoke in support of looking at the City's master plan and conducting an assessment of City facilities to renovate aging city facilities such as city hall, aquatic center, community center, and the Kruse property to be used as a public use facility, and suggested looking at infrastructure bonds. Mayor Olmos disagrees with exploring infrastructure bonds.

City Council, Community Development Director Colby Cataldi, and City Manager Rachel Barbosa discussed conducting an assessment of city facilities and the Kruse property to create a master plan and exploring partnerships and financial strategies that can be used for this project.

Staff was directed to prepare a city-wide public facility master plan, civic center development master plan, and financing strategies for renovating city facilities.

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 8:24 p.m. and reconvened at 8:30 p.m.

15. RECONVE AND ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 8:30 p.m. Mayor Olmos adjourned the meeting in memory of Maria Salazar, South El Monte Crossing Guard for 13 years, to a regular meeting on Tuesday, October 12, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-62, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 29, 2021 THROUGH OCTOBER 12, 2021

SUMMARY: Authorizing payment of City expenditures for the period of September 29, 2021 through October 12, 2021 totaling \$583,593.22

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-62, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 21-62
- B. Warrants

RESOLUTION NO. 21-62

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD
OF SEPTEMBER 29, 2021 THROUGH OCTOBER 12, 2021 TOTALING
\$583,593.22

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 21/22	Electronic Warrants	9/29/2021-10/12/2021	5146-5162	\$158,497.35
FY 21/22	Hand Typed Warrants	9/29/2021-10/12/2021	138386-138393	\$20,469.86
FY 21/22	Regular Warrants	9/29/2021-10/12/2021	138394-138474	\$264,131.86
Payroll	Check	PPE 10/02/2021	27511-27520	\$6,492.28
Payroll	Direct Deposit	PPE 10/02/2021	799171-799282	\$134,001.87

TOTAL EXPENDITURES RESOLUTION NO. 21-62 \$583,593.22

PASSED, APPROVED, AND ADOPTED this 12th day of October 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-62, 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 12th day of October 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 10/12/2021

Date: 10/6/2021

Time: 12:06PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	BLUE SHIELD OF CA LIFE & HEALTH	5146	9/29/2021	OCT'21 VISION	777.20
						\$777.20
22	011001050	CALPERS	5147	9/29/2021	OCT'21 RETIRED ADMIN	15.86
22	011001050		5147	9/29/2021	OCT'21 ACTIVE ADMIN	141.51
22	011001050		5147	9/29/2021	OCT'21 RETIRED HEALTH	1,287.00
22	05		5147	9/29/2021	OCT'21 ACTIVE HEALTH	56,604.55
						\$58,048.92
22	05	CALPERS RETIREMENT	5148	9/29/2021	SEPT'21 COUNCIL 27216	115.49
22	05		5157	10/4/2021	PPE9/18/21 PLAN 23047	2,200.55
22	05		5157	10/4/2021	PPE 9/18/21 PLAN 685	9,280.15
22	05		5157	10/4/2021	PPE9/18/21 PLAN 27216	9,616.87
						\$21,213.06
22	05	DEPARTMENT OF THE TREASURY	5149	9/29/2021	PPE 9/18/21 MED	5,257.66
22	05		5149	9/29/2021	PPE 9/18/21 FEDERAL	16,324.12
22	05		5149	9/29/2021	PPE 9/18/21 FICA	22,480.58
22	05		5150	9/29/2021	PPE 9/18/21 MED	2.18
22	05		5150	9/29/2021	PPE 9/18/21 FICA	9.32
22	05		5158	10/4/2021	PPE9/18/21 FICA N.ROD	15.24
22	05		5158	10/4/2021	PPE 9/18/21 MED N.ROD	3.56
						\$44,092.66
22	011401430	ELAN FINANCIAL SERVICES	5160	10/4/2021	MAP ACCESS APP	0.99
22	011501530		5160	10/4/2021	CRICUT SUBSCRIPTION	10.81
22	011501530		5160	10/4/2021	SEPT CRAFT SUPPLIES	10.98
22	011001010		5160	10/4/2021	GRANDPARENT DAY DONUT	12.90
22	011701710		5160	10/4/2021	LA TIMES SUBSCRIPTION	15.96
22	011101170		5160	10/4/2021	RAIN GEAR DRY CLEAN	16.00
22	011401430		5160	10/4/2021	HOUSING ELEM RAFFLE	20.00
22	011401430		5160	10/4/2021	HOUSING ELEM RAFFLE	20.00
22	011401430		5160	10/4/2021	HOUSING ELEM RAFFLE	20.00
22	011001040		5160	10/4/2021	CAPIO WEBINAR-BERTHA	20.00
22	011001040		5160	10/4/2021	9/16 CAPIO TRAINING	20.00
22	011401430		5160	10/4/2021	HOUSING ELEM RAFFLE	25.97
22	011001010		5160	10/4/2021	TSU CHIVAC MTG DONUT	26.72
22	011001040		5160	10/4/2021	FB SUM CON ADVERTISE	27.63
22	011501530		5160	10/4/2021	SEPT CRAFT SUPPLIES	31.86
22	011501530		5160	10/4/2021	SEPT CRAFT SUPPLIES	34.10
22	011001040		5160	10/4/2021	FB SUM CON ADVERTISE	35.00
22	011001050		5160	10/4/2021	STAFF MTG BDAY CAKE	41.98
22	011501540		5160	10/4/2021	SUMMER CAMP DONUTS	45.32
22	011001010		5160	10/4/2021	HOTSPOT SVCS-CM	50.00
22	011001010		5160	10/4/2021	COUNCIL NAME PLATES	52.59
22	011001010		5160	10/4/2021	HOTSPOT SVCS-DELGADO	55.00
22	011001010		5160	10/4/2021	HEADSET MAYOR/COUNCIL	55.10
22	011511545		5160	10/4/2021	CONCERT PERF GENERATR	67.50
22	011001010		5160	10/4/2021	USPS POST FRAME RTN	70.75
22	011501530		5160	10/4/2021	SEPT CRAFT SUPPLIES	6.53

City of South El Monte
Warrant Register
Council Meeting of 10/12/2021

Date: 10/6/2021

Time: 12:06PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011501530	ELAN FINANCIAL SERVICES...	5160	10/4/2021	SEPT CRAFT SUPPLIES	7.67
22	011511545		5160	10/4/2021	SUM CON HEALTH PERMIT	7.95
22	011001040		5160	10/4/2021	ADOBE PHOTOSHOP SUB	9.99
22	011001050		5160	10/4/2021	PANELIST STABUCK CARD	10.00
22	011001050		5160	10/4/2021	PANELIST STABUCK CARD	10.00
22	011001050		5160	10/4/2021	PANELIST STABUCK CARD	10.00
22	011701710		5160	10/4/2021	SGV NEWS SUBSCRIPTION	10.00
22	011501530		5160	10/4/2021	8/4-9/3 DIRECTV	76.99
22	011001010		5160	10/4/2021	POSTER FRAMES	83.74
22	011001010		5160	10/4/2021	SUPERINTEND MTG DONUT	86.43
22	011001020		5160	10/4/2021	ICMA WEBINAR	149.00
22	011511545		5160	10/4/2021	CONCERT PERF GENERATR	151.81
22	011511545		5160	10/4/2021	CONCERT PERF GENERATR	168.91
22	011701710		5160	10/4/2021	CONF. ROOM DOOR #505	175.04
22	011511543		5160	10/4/2021	EVENT CANOPIES	198.43
22	011501540		5160	10/4/2021	REC STAFF TRAIN LUNCH	199.95
22	011401430		5160	10/4/2021	APA 2021 CONFERENCE	200.00
22	011001010		5160	10/4/2021	HOTSPOT SVCS-COUNCIL	200.00
22	011201210		5160	10/4/2021	FY21/22 CCAMEMBRSH	200.00
22	011201210		5160	10/4/2021	FY21/22 CCAMEMBRSH	200.00
22	448008010		5160	10/4/2021	TRANS TABLET MOUNTS	270.56
22	011001040		5160	10/4/2021	CAPIO MEMBERSHIP	275.00
22	011701710		5160	10/4/2021	8/23-9/22 VIDEO CONF.	319.90
22	689009000		5160	10/4/2021	7/3-8/2TRANS CELL#414	333.98
22	011511545		5160	10/4/2021	SUM CON HEALTH PERMIT	358.00
22	011511545		5160	10/4/2021	3COM. SINK-SUMMER CON	445.00
22	011511542		5160	10/4/2021	YOUTH BOXING EQUIP.	661.50
22	363603600		5160	10/4/2021	HOMELESS CARE PKG SUP	68.86
22	363603600		5160	10/4/2021	HOMELESS CARE PKG SUP	79.40
22	011001020		5160	10/4/2021	ICMA CM MEMBERSHIP	1,400.00
22	011301330		5160	10/4/2021	7/3-8/2 CITY CELL SVC	1,756.82
						\$8,918.62
22	05	EMPLOYMENT DEVELOPMENT DEPT.	5151	9/29/2021	PPE 9/18 UITAX WTHD'G	482.49
22	05		5151	9/29/2021	PPE 9/18 STATE WTHD'G	5,064.46
22	05		5151	9/29/2021	PPE 9/18 TNG WTHD'G	14.77
						\$5,561.72
22	05	HARTFORD INSURANCE	5161	10/4/2021	SEPT'21 LT DISABILITY	7,494.39
22	05		5161	10/4/2021	OCT'21 LT DISABILITY	7,791.09
						\$15,285.48
22	011701710	QUADIENT LEASING USA, INC.	5162	10/4/2021	10/3-1/2POSTAGE LEASE	739.20
						\$739.20
22	011701730	SOUTHERN CALIFORNIA EDISON	5152	9/29/2021	8/16-9/14 1415 SANTA	1,340.71
22	011701730		5153	9/29/2021	8/16-9/14 1824 CENTRA	916.70
22	021701760		5156	10/4/2021	8/20-9/20 9465 GARVEY	36.09
						\$2,293.50
22	05	STATE DISBURSEMENT UNIT	5154	9/29/2021	PPE 9/18 CASE 0980438	150.00

City of South El Monte
Warrant Register
Council Meeting of 10/12/2021

Date: 10/6/2021

Time: 12:07PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	STATE DISBURSEMENT UNIT...	5154	9/29/2021	PPE 9/18 CASE 1457313	603.50
22	05		5154	9/29/2021	PPE 9/18 CASE 2135289	646.15
						\$1,399.65
22	011501515	WALMART COMMUNITY/GECRB	5155	9/29/2021	VETERAN BUMPER STICKR	17.55
22	011501540		5155	9/29/2021	AFTER SCHOOL PRGM SUP	149.79
						\$167.34

Report Total 158,497.35



City Manager

City of South El Monte
Warrant Register
Council Meeting of 10/12/2021

Date: 10/6/2021

Time: 12:06PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011001040	ARCHIVESOCIAL	138386	9/23/2021	SOCIAL MEDIA ARCHIVE	2,988.00
						\$2,988.00
22	01	EL MONTE NOODLE	138387	9/23/2021	IW PERMIT REIM/OVERPA	205.70
						\$205.70
22	01	LA MANO TORTILLERIA	138388	9/23/2021	IW PERMIT REIM/OVERPA	205.70
						\$205.70
22	05	NATIONWIDE RETIREMENT SOLUTIONS	138389	9/23/2021	PPE 9/18/21	6,402.50
						\$6,402.50
22	011001050	RAYMUNDO SAUCEDO	138391	9/23/2021	FALL 20 ED. REIMBURSE	182.00
22	011701020		138391	9/23/2021	2021 BOOT ALLOWANCE	200.00
						\$382.00
22	011701730	SAN GABRIEL VALLEY WATER	138390	9/23/2021	8/16-9/15 2004 RSMD	26.43
22	011701730		138390	9/23/2021	8/11-9/10 11016 GOMEZ	26.43
22	011701730		138390	9/23/2021	8/11-9/10 THIEN/PKWAY	26.43
22	011701730		138390	9/23/2021	8/13-9/14 NW MERC/SAN	39.65
22	011701730		138390	9/23/2021	8/13-9/14 2000 SANTA	66.09
22	011701730		138390	9/23/2021	8/13-9/14 2022 CENTRA	66.09
22	011701730		138390	9/23/2021	8/11-9/10 FARDON-PECK	74.27
22	011701730		138390	9/23/2021	8/13-9/14 10452 RUSH	102.78
22	011701730		138390	9/23/2021	8/11-9/10 1660 DURFEE	132.17
22	011701730		138390	9/23/2021	8/16-9/15 2218 RSMD	132.17
22	011701730		138390	9/23/2021	8/10-9/9 1903 DURFEE	132.17
22	011701730		138390	9/23/2021	8/11-9/10 1109 PECK	211.53
22	011701730		138390	9/23/2021	8/10-9/9 2018 DURFEE	219.72
22	011701730		138390	9/23/2021	8/13-9/14 LERMA/MILLE	223.76
22	011701730		138390	9/23/2021	8/11-9/10 1710 DURFEE	227.89
22	011701730		138390	9/23/2021	8/13-9/14 1819 CENTRA	248.22
22	011701730		138390	9/23/2021	8/11-9/10 1508 PECK	252.42
22	011701730		138390	9/23/2021	8/13-9/14 1556 CENTRA	268.61
22	011701730		138390	9/23/2021	8/11-9/10 1628 DURFEE	268.77
22	011701730		138390	9/23/2021	8/10-9/9 1926 DURFEE	277.02
22	011701730		138390	9/23/2021	8/11-9/10 1222 PECK	305.56
22	011701730		138390	9/23/2021	8/13-9/14 1415 SANTA	317.53
22	011701730		138390	9/23/2021	8/13-9/14 1530 CENTRA	333.84
22	011701730		138390	9/23/2021	8/13-9/14 1824 CENTRA	366.45
22	011701730		138390	9/23/2021	8/11-9/10 1502 PECK	366.88
22	011701730		138390	9/23/2021	8/13-9/14 1900 CENTRA	139.48
22	011701730		138390	9/23/2021	8/11-9/10 1675 DURFEE	156.70
22	011701730		138390	9/23/2021	8/13-9/14 1652 TYLER	168.87
22	011701730		138390	9/23/2021	8/13-9/14 NE MERC/SAN	177.02
22	011701730		138390	9/23/2021	8/13-9/14 1707 MERCED	185.43
22	011701730		138390	9/23/2021	8/13-9/14 1819 MERCED	204.71
22	011701730		138390	9/23/2021	8/13-9/14 1500 CENTRA	1,862.68
						\$7,607.77
22	011701730	THE GAS COMPANY	138392	9/23/2021	8/16-9/15 1500 CENTRA	2,165.09

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22	011701730	THE GAS COMPANY...	138392	9/23/2021	8/16-9/15 1900 CENTRA	33.41
22	011701730		138392	9/23/2021	8/16-9/15 1450 LIDCOM	44.27
22	011701730		138392	9/23/2021	8/16-9/15 1824 CENTRA	70.64
22	011701730		138392	9/23/2021	8/16-9/15 1530 CENTRA	114.08
22	011701730		138392	9/23/2021	8/16-9/15 1556 CENTRA	163.70
						\$2,591.19
22	05	VONS CREDIT UNION	138393	9/23/2021	PPE 9/4/21	42.00
22	05		138393	9/23/2021	PPE 9/18/21	45.00
						\$87.00

Report Total 20,469.86



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22	01	DENISE TINOCO	138467	10/12/2021	9/19 MVD DEPOSIT RFND	50.00
						\$50.00
22	021701760	AM CONSTRUCTION SUPPLY, INC.	138394	10/12/2021	CONCRETE/ASPHLT BLADE	661.48
						\$661.48
22	011301330	ADVANCED MICROCOMPUTING CONCEP	138398	10/12/2021	NEW LAPTOP FOR MTG	5,635.99
						\$5,635.99
22	011601620	AITAL CUSTOM GLASS & MIRROR	138399	10/12/2021	NEW GLASS/MCTR	300.00
						\$300.00
22	01	ALEJANDRA MERCADO	138440	10/12/2021	9/18 MVD DEPOSIT RFND	50.00
						\$50.00
22	011701710	AMAZON CAPITAL SERVICES, INC	138401	10/12/2021	OFFICE SUPPLIES	190.35
22	011701760		138401	10/12/2021	THIENES GATEWY CAMERA	220.46
22	011501540		138401	10/12/2021	BABY LAB PRGM SUP	299.35
22	011501540		138401	10/12/2021	BABY LAB PRGM SUP	353.68
22	011701720		138401	10/12/2021	RAIN GEAR	431.69
22	011701720		138401	10/12/2021	NECK/FACE COVER'G#505	501.75
22	011501540		138401	10/12/2021	AFTER SCHOOL PRGM SUP	1,137.36
22	011701710		138401	10/12/2021	SIGN HOLDER/CHALL	138.32
22	011501540		138401	10/12/2021	AFTER SCHOOL PRGM SUP	151.13
22	011701710		138401	10/12/2021	CHAMBR WALL CLOCK#505	159.45
22	011601620		138401	10/12/2021	(6) TOILET SEATS/SCTR	165.60
22	011501540		138401	10/12/2021	BABY LAB SUP REFUND	-125.23
22	011401440		138401	10/12/2021	DEPT SUP RETURN	-42.88
22	011701710		138401	10/12/2021	OFFICE SUPPLIES	9.91
22	011301310		138401	10/12/2021	DEPT OFFICE SUP	13.26
22	011701710		138401	10/12/2021	DEPT OFFICE SUP	15.37
22	011601610		138401	10/12/2021	COFFEE SENSOR PROBE	19.07
22	011601620		138401	10/12/2021	COFFEE POT H2O SENSOR	19.07
22	011101170		138401	10/12/2021	CROSS GUARD RAIN GEAR	24.24
22	448008010		138401	10/12/2021	CELL PHONE HOLDERS	24.65
22	011501530		138401	10/12/2021	LABELING TAPE	46.99
22	011001050		138401	10/12/2021	TONER CARTRIDGE	49.61
22	011401440		138401	10/12/2021	BLDG & SFTY DEPT SUP	51.81
22	011601610		138401	10/12/2021	(2) HVAC TRANSFORMERS	55.10
22	011101170		138401	10/12/2021	CROSS GUARD RAIN GEAR	60.26
22	011701740		138401	10/12/2021	(2) FLASHLIGHTS	61.08
22	011101170		138401	10/12/2021	CROSS GUARD RAIN GEAR	66.12
22	011501530		138401	10/12/2021	HALLOWEEN TOTE BAGS	74.92
22	011401430		138401	10/12/2021	CHALL CHAMBER SIGNAGE	84.46
22	011701710		138401	10/12/2021	HDMI&CAT CABLE/CHALL	103.97
22	011701710		138401	10/12/2021	BATTERY/HDMI SPIL#505	117.94
22	011501540		138401	10/12/2021	BABY LAB PRGM SUP	125.23
22	011701710		138401	10/12/2021	OFFICE BUG ZAPPERS	132.24
22	011301310		138401	10/12/2021	FIN. OFFICE SUPPLIES	134.53
						\$4,870.86

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22	011501540	AQUA PURE DRINKING WATER	138402	10/12/2021	9/22 DRINK'G H2O/POOL	35.90
22	011701720		138402	10/12/2021	9/22 H2O SVCS YARD	203.47
						\$239.37
22	011301330	AT&T	138403	10/12/2021	8/22-9/21 BAN 1034752	22.28
						\$22.28
22	011701770	AUTOZONE	138404	10/12/2021	GARAGE BRAKE FLUID	14.33
22	011701770		138404	10/12/2021	#23 WHEEL COVER	28.70
22	448008010		138404	10/12/2021	#29 MINOR SVC/ENG OIL	48.14
22	011701770		138404	10/12/2021	#23 WINDOW REGULATOR	50.47
22	448008010		138404	10/12/2021	#24 MINOR SVC/ENG OIL	55.58
22	011701770		138404	10/12/2021	#23 ENGINE OIL/FILTER	73.17
22	011701770		138404	10/12/2021	#23 MINOR SVCS/FILTER	82.95
						\$353.34
22	011701720	BASE HILL, INC.	138405	10/12/2021	SEP'21 DISINFECT #505	17,960.00
22	011701020		138405	10/12/2021	AUG'21 DISINFECT #505	17,960.00
22	011701720		138405	10/12/2021	JUL'21 DISINFECT #505	22,450.00
22	011701020		138405	10/12/2021	JUL'21 JANITORIAL SVC	7,339.00
22	011701020		138405	10/12/2021	SEP'21 JANITORIAL SVC	7,339.00
22	011701020		138405	10/12/2021	AUG'21 JANITORIAL SVC	7,339.00
						\$80,387.00
22	01	BRIANNA MENA	138439	10/12/2021	9/12 MVD DEPOSIT RFND	50.00
						\$50.00
22	011511543	BROTHERS AWARDS & TROPHIES	138407	10/12/2021	FIRE STATION90 PLAQUE	77.00
						\$77.00
22	011301330	CALIFORNIA COMMUNICATIONS	138408	10/12/2021	SEP'21 WIRELESS BRIDG	680.00
22	011301330		138408	10/12/2021	3/8-9/8 SURVEILL/MCTR	1,518.54
22	011301330		138408	10/12/2021	3/8-9/8 SURVEILL/CHAL	1,965.60
22	011301330		138408	10/12/2021	3/8-9/8 SURVEILL/CCTR	2,527.68
22	011301330		138408	10/12/2021	3/17-9/17SURVEILL PRK	2,616.96
						\$9,308.78
22	011001050	CONCENTRA	138410	10/12/2021	PHYSICAL/RANDOM TEST	393.00
						\$393.00
22	011401430	COSTAR REALTY INFORMATION, INC	138411	10/12/2021	2ND QTR REAL EST SUB	1,185.00
22	011401430		138411	10/12/2021	1ST QTR REAL EST SUB	1,185.00
						\$2,370.00
22	011601650	DDC ELECTRIC SUPPLY, INC.	138412	10/12/2021	PHOTO CELLS/NTP	64.30
						\$64.30
22	063003020	DRIFTWOOD DAIRY, INC	138413	10/12/2021	9/23 MILK/BREAD NUTR	13.60
22	063003020		138413	10/12/2021	9/20 MILK/BREAD NUTR	22.83
22	063003020		138413	10/12/2021	9/27 MILK/BREAD NUTR	23.71
22	063003010		138413	10/12/2021	9/23 MILK/BREAD NUTR	122.46
22	063003010		138413	10/12/2021	9/20 MILK/BREAD NUTR	205.55
22	063003010		138413	10/12/2021	9/27 MILK/BREAD NUTR	213.46

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						\$601.61
22	011701770	DWS TIRES	138414	10/12/2021	#3 WHEEL SENSORS RPLC	275.00
						\$275.00
22	389009000	DYNAELECTRIC L.A.	138429	10/12/2021	SANTA/KLING SIGNL#294	2,850.00
22	409009000		138429	10/12/2021	SANTA/KLING SIGNL#294	25,650.00
						\$28,500.00
22	011701720	ECOLAB PEST ELIM. DIVISION	138415	10/12/2021	SEP'21 PEST CTRL/YARD	144.14
22	011701710		138415	10/12/2021	SEP'21 PEST CTRL/CHAL	194.39
22	011601620		138415	10/12/2021	SEP'21 PEST CTRL/SCTR	261.83
22	011601610		138415	10/12/2021	SEP'21 PEST CTRL/CCTR	69.18
						\$669.54
22	011511546	EL MONTE PRINTING	138416	10/12/2021	XMAS TOY DRIVE ENVELOP	345.08
22	011701710		138416	10/12/2021	CITY ENVELOPES	1,045.17
						\$1,390.25
22	021701760	EWING IRRIGATION	138395	10/12/2021	SPRINKLER RPR RSMD BL	113.18
22	011601650		138417	10/12/2021	DIRT TOPPER/NTP	37.50
22	011701750		138417	10/12/2021	SMALL TOOLS-LANDSCAPE	64.54
22	011601660		138417	10/12/2021	SPRINKLER BOX/SHIVLEY	74.55
22	011601610		138417	10/12/2021	SPRINKLER PARTS/CCTR	78.72
22	011701750		138417	10/12/2021	PRUNER & SCABBARD	93.64
22	011701750		138417	10/12/2021	SPRINKLER RPR/POSTOFF	113.64
22	011601660		138417	10/12/2021	WATERMAIN BREAK RPR	1,389.25
22	011701710		138417	10/12/2021	GREEN TURF PAINT/CHAL	120.94
22	011601670		138417	10/12/2021	SPRINKLER PARTS/MVD	137.13
22	011701750		138417	10/12/2021	SPEINKLER RPR RSMD	160.26
22	011601650		138417	10/12/2021	SPRINKLER RPR SUP/NTP	213.71
						\$2,597.06
22	011701770	GOT PROPANE INC	138420	10/12/2021	FORKLIFT PROPANE	90.61
						\$90.61
22	011701710	GRANT'S TRUE VALUE HARDWARE	138421	10/12/2021	CHAMBER PJT SUP #505	23.06
22	011701710		138421	10/12/2021	TV INSTALL SUP #505	28.59
						\$51.65
22	011701770	HACKER EQUIPMENT CO., INC.	138422	10/12/2021	#12 CATALYTIC CONVERT	513.44
						\$513.44
22	011301310	HINDERLITER, DE LLAMAS & ASSOC	138423	10/12/2021	Q1/21 TRANSACTION TAX	356.84
						\$356.84
22	063003020	HUNTINGTON CULINARY	138424	10/12/2021	9/21-9/24 FRZN MEALS	165.20
22	063003020		138424	10/12/2021	9/14-9/17 FRZN MEALS	206.50
22	063003010		138424	10/12/2021	9/21-9/24 FRZN MEALS	5,902.40
22	063003010		138424	10/12/2021	9/14-9/17 FRZN MEALS	6,171.20
						\$12,445.30
22	011601620	INNER-COOL CORP	138425	10/12/2021	A/C REPAIRS/SCTR	493.72
22	011601630		138425	10/12/2021	AC#2 REPAIRS/MCTR	196.38

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						\$690.10
22	011601670	INNOVATIVE PLAYGROUNDS CO,LLC	138426	10/12/2021	SWING RPR PARTS/MVD	785.86
						\$785.86
22	011401410	JEFFREY MICHAEL ORTIZ	138443	10/12/2021	SEPT'21 PC MEETING	150.00
						\$150.00
22	011601650	JHM SUPPLY	138427	10/12/2021	SPRINKLER RPR PARTS	125.66
						\$125.66
22	709009020	JOHN L. HUNTER AND ASSOCIATES, INC.	138428	10/12/2021	JUL'21 NPDES PERMIT	3,347.50
22	011701475		138428	10/12/2021	JUL'21 INDUST WASTE	5,582.50
						\$8,930.00
22	011001050	KENNEDY RETAMOZA	138453	10/12/2021	FINGERPRINT REIMBURSE	20.00
						\$20.00
22	01	KIMLEY-HORN AND ASSOCIATES, INC.	138430	10/12/2021	AUG'21 CEQA ANALYSIS	2,280.15
						\$2,280.15
22	011101110	L.A. COUNTY SHERIFF'S DEPT.	138431	10/12/2021	7/1-7/4 FIREWK LAW ENF	20,239.60
						\$20,239.60
22	011501540	LAB1419	138432	10/12/2021	STAFF UNIFORM POLOS	2,589.22
22	011001020		138432	10/12/2021	CHARCOAL POLOS/ADM	72.77
22	011301310		138432	10/12/2021	BLK/GREY POLOS/FIN	242.56
22	011001010		138432	10/12/2021	BLK/CHARC POLO/CC	291.06
22	011401430		138432	10/12/2021	BLK POLO/ADM	24.24
						\$3,219.85
22	011401410	LARRY RODRIGUEZ	138455	10/12/2021	SEPT'21 PC MEETING	150.00
						\$150.00
22	011701740	LBC LIGHTING	138433	10/12/2021	TAMPER PROOF SWITCHES	71.51
22	011701710		138433	10/12/2021	EXTERIOR LIGHT BLUBS	61.73
						\$133.24
22	011401410	LEONEL A. BARRERA JR	138434	10/12/2021	SEPT'21 PC MEETING	150.00
						\$150.00
22	011601640	LESLIE'S POOL SUPPLIES INC.	138435	10/12/2021	POOL CLNER/PUTTY/TILE	450.59
						\$450.59
22	011401440	MAIQUES INSPECTION SERVICE	138436	10/12/2021	9/6-9/30 INSPECT SVCS	4,923.52
						\$4,923.52
22	011601650	MCMaster-CARR SUPPLY CO.	138438	10/12/2021	MENS ROOM BRACKET/NTP	86.97
						\$86.97
22	01	NATHIE MARTINEZ	138437	10/12/2021	9/26 MVD DEPOSIT RFND	50.00
						\$50.00
22	011601670	NEW SIGN SOLUTION, INC.	138441	10/12/2021	TBALL VINYL OVERLAP	36.00
22	011601650		138441	10/12/2021	ATTENTION SIGN/NTP	42.95
22	011601670		138441	10/12/2021	T-BALL SIGNS	72.95
22	011601660		138441	10/12/2021	ATTENTION SIGN/SHIVLY	72.95

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22	011601660	NEW SIGN SOLUTION, INC....	138441	10/12/2021	SHIVLEY PARK SIGNS	139.95
22	011601650		138441	10/12/2021	LAMINATION BOTH SIDES	140.95
22	011601640		138441	10/12/2021	POOL FLOOR STICKER	352.95
22	011601640		138441	10/12/2021	FIRE STATION 90 SIGNS	192.95
22	011601640		138441	10/12/2021	POOL STICKERS #505	230.95
						\$1,282.60
22	011701710	OFFICE DEPOT	138442	10/12/2021	CHALL OFFICE SUPPLIES	580.72
						\$580.72
22	011401100	OSCAR G. GOMEZ	138419	10/12/2021	2021 BOOT ALLOWANCE	100.00
						\$100.00
22	011511543	PARTY PRONTO	138444	10/12/2021	EQUIP RENT FIRESTAT90	1,587.00
						\$1,587.00
22	448008010	PHIL'S CERTIFIED AUTO CENTER	138445	10/12/2021	#21 RPLC TRUNK LATCH	317.69
						\$317.69
22	011401100	PHOENIX GROUP INFORMATION SYSTEM	138446	10/12/2021	AUG'21 PSO CITATION	2,891.63
22	011407020		138446	10/12/2021	AUG'21 CODE CITATION	168.00
						\$3,059.63
22	011601610	POST ALARM SYSTEMS	138447	10/12/2021	OCT'21 ALARM SVC/CCTR	39.25
22	011601620		138447	10/12/2021	OCT'21 ALARM SVC/SCTR	39.25
22	011601630		138447	10/12/2021	OCT'21 ALARM SVC/MCTR	39.25
22	011601640		138447	10/12/2021	OCT'21 ALARM SVC/AQUA	39.25
22	011601650		138447	10/12/2021	OCT'21 ALARM SVC/NTP	39.25
22	011601670		138447	10/12/2021	OCT'21 ALARM SVC/MVD	39.25
22	011701710		138447	10/12/2021	OCT'21 ALARM SVC/CHAL	39.25
22	011701720		138447	10/12/2021	OCT'21 ALARM SVC/YARD	39.25
						\$314.00
22	011001040	POSTMASTER	138448	10/12/2021	JAN-JUN'22 NEWS POST	9,300.00
						\$9,300.00
22	011511545	PREMIER JANITORIAL SERVICES	138449	10/12/2021	CONCERT RESTROOM RENT	275.63
						\$275.63
22	011601620	QUENCH USA, INC.	138450	10/12/2021	OCT'21 H2O SYS SCTR	59.96
						\$59.96
22	448008010	REGIONAL TAP SERVICE CENTER	138451	10/12/2021	AUG'21 EZ PASS	42.00
						\$42.00
22	011001050	RENE VIDALES	138452	10/12/2021	FINGERPRINT REIMBURSE	20.00
						\$20.00
22	011401100	RIO HONDO COMMUNITY COLLEGE DIST	138454	10/12/2021	PSO TRAINING COURSE	237.10
						\$237.10
22	011401410	RUBY YEPEZ	138474	10/12/2021	SEPT'21 PC MEETING	150.00
						\$150.00
22	011401410	RUDY BOJORQUEZ	138406	10/12/2021	SEPT'21 PC MEETING	150.00

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						\$150.00
22	011001020	SGV CITY MANAGERS' ASSOCIATION	138456	10/12/2021	9/15/21 MEETING	60.00
						\$60.00
22	011511543	SMITTY'S SIGNWORKS, INC.	138457	10/12/2021	ST BANNER VINYL CHNGE	388.00
						\$388.00
22	021701760	SOUTHEAST CONSTRUCTION PRODUCT	138396	10/12/2021	SIDEWALK SUPPIES	178.83
22	011701760		138458	10/12/2021	STORM SANDS/BAGS	127.89
						\$306.72
22	011401100	SPARKLETTS	138459	10/12/2021	SEPT'21 WATER P-SFTY	31.95
22	011407020		138459	10/12/2021	SEPT'21 WATER CODE	31.95
						\$63.90
22	448008010	SPRINT	138460	10/12/2021	8/12-9/11GPS TRCK#414	197.50
22	011301330		138460	10/12/2021	8/12-9/11 GPS TRACKIN	420.52
						\$618.02
22	149009000	STUDIO SPECTRUM, INC.	138461	10/12/2021	PURCHSE/INSTALAVI EQ	26,912.95
						\$26,912.95
22	021701760	SUNBELT RENTALS, INC.	138397	10/12/2021	STUMP GRINDER CREDIT	-346.03
22	021701760		138397	10/12/2021	9/21CONCRETE MIX RENT	98.28
22	021701760		138397	10/12/2021	9/8STUMP GRINDER RENT	349.60
22	021701760		138397	10/12/2021	9/21CONCRETE MIX RENT	612.93
22	021701760		138397	10/12/2021	9/15CONCRETE MIX RENT	711.22
						\$1,426.00
22	011401100	SUPERIOR COURT OF CA, COUNTY OF L	138462	10/12/2021	AUG'21 CITATION PROCS	5,597.50
						\$5,597.50
22	063003010	SUPERIOR WAREHOUSE GROCERS	138463	10/12/2021	BREAD NUTR PRGM	13.93
						\$13.93
22	011511543	SYSCO FOOD SERVICES OF LOS ANGELE	138464	10/12/2021	FIRE STAT90 BREAKFAST	504.49
						\$504.49
22	011601640	THE ILLINI COMPANIES, INC	138409	10/12/2021	9/14 CHEMICAL DELIVER	247.07
22	011601640		138409	10/12/2021	9/9 CHEMICAL DELIVERY	251.95
22	011601640		138409	10/12/2021	9/28 CHEMICAL DELIVER	113.78
22	011601640		138409	10/12/2021	9/21 CHEMICAL DELIVER	165.80
22	011601640		138409	10/12/2021	9/14 CHEMICAL DELIVER	174.88
22	011601640		138409	10/12/2021	9/28 CHEMICAL DELIVER	186.53
22	011601640		138409	10/12/2021	9/8 CHEMICAL DELIVERY	198.19
22	011601640		138409	10/12/2021	9/21 CHEMICAL DELIVER	198.19
						\$1,536.39
22	011001040	THE SAUCE CREATIVE SERVICES CORP.	138465	10/12/2021	TRASH FLYER DESIGN V3	225.00
22	011001040		138465	10/12/2021	OCT'21 NEWSLETTER	4,812.24
						\$5,037.24
22	011701710	TIME WARNER CABLE	138466	10/12/2021	9/16-10/15 CABLE SVCS	276.98
						\$276.98

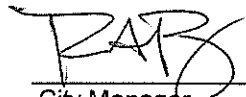
City of South El Monte
Warrant Register
Council Meeting of 10/12/2021

Date: 10/6/2021

Time: 12:07PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011301310	TRUSAIC	138418	10/12/2021	OCT'21 ACA MONTHLY	1,000.00
						\$1,000.00
22	011407020	VINH-PHU VO	138468	10/12/2021	2021 BOOT ALLOWANCE	200.00
						\$200.00
22	011701710	WATER CHEMISTS,DIV. OF CCI CHEMICA	138469	10/12/2021	SEPT'21 H2O TREATMENT	200.00
						\$200.00
22	011701740	WAXIE SANITARY SUPPLY	138470	10/12/2021	JANITORIAL SUPPLIES	2,950.64
22	011701740		138470	10/12/2021	JANITORIAL SUPPLIES	559.10
						\$3,509.74
22	011701750	WHITTIER FERTILIZER	138471	10/12/2021	MULCH-RSMD BLVD	317.52
22	011701750		138471	10/12/2021	MULCH-RSMD BLVD	396.90
22	011601650		138471	10/12/2021	SPOTS MIX DIRT/NTP	27.56
22	011701710		138471	10/12/2021	RED CHIPS/CHALL	32.52
						\$774.50
22	011701760	WINZER	138472	10/12/2021	GRAFFITI REMOVER	422.95
						\$422.95
22	011301330	XEROX FINANCIAL SERVICES LLC	138473	10/12/2021	AUG'21 COPIER LEASE	1,547.99
22	011301330		138473	10/12/2021	SEPT'21 COPIER LEASE	1,547.99
						\$3,095.98

Report Total 264,131.86


City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK CITY COUNCIL MEETING DATES

SUMMARY: Staff is requesting City Council consider "going dark" on Tuesday, November 23, 2021 due to the Thanksgiving holiday and on Tuesday, December 28, 2021 due to the Christmas holiday.

RECOMMENDED ACTION: Staff recommends City Council "goes dark" on November 23 and December 28, 2021, due to the Thanksgiving and Christmas holidays.

FISCAL IMPACT: None.

DISCUSSION: Each year, the City Council takes a recess and does not hold a second meeting in November and December. If there is a need, a special meeting can be held during either month.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.d.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1254, AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20 "POSTING OF OFFICIAL NOTICES," SECTION 1.20.010 "LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

SUMMARY: At a regular City Council meeting on Tuesday, September 28, 2021, City Council waived first reading and introduced Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1 "General Provisions," Chapter 1.20 "Posting of Official Notices," Section 1.20.010 "Locations for Posting of Official Notices."

RECOMMENDED ACTION: Waive second reading and adopt Ordinance No. 1254, amending the City of South El Monte's Municipal Code Title 1.

FISCAL IMPACT: None.

DISCUSSION:

ATTACHMENT(S):

A. Ord No. 1254 Amending Section 1.20.010 Locations for Posting Official Notices

ORDINANCE NO. 1254

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
AMENDING THE CITY OF SOUTH EL MONTE'S MUNICIPAL
CODE TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.20
"POSTING OF OFFICIAL NOTICES," SECTION 1.20.010
"LOCATIONS FOR POSTING OF OFFICIAL NOTICES"

WHEREAS, City of South El Monte (the "City") has established locations for posting of official notices, through South El Monte Municipal Code ("SEMMC") Chapter 1.20; and

WHEREAS, City desires to change the locations for posting of official notices.

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

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

Section 2. 1.20.010 (Locations for posting of official notices) of Chapter 1.20 (Posting of official notices) of Title 1 (General provisions) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"South El Monte Municipal Code Chapter 1.20 of Title 1, Section 1.20.010 is hereby amended to read as follows:

1.20.010 – Locations for posting of official notices

- A. The following public places within the city are established for the posting of all ordinances, resolutions, notices and matters required by the law to be published:
 - 1. The City Hall at 1415 Santa Anita Avenue, South El Monte, at a location designated by the city manager;
 - 2. The Community Center at 1530 Central Avenue, South El Monte, at a location designated by the city manager; and
 - 3. The Peter F. Schabarum Senior Citizen Center at 1554 Central Avenue, South El Monte, at a location designated by the city manager.
- B. Except when a different manner of publication, such as in a newspaper of general circulation or different place of posting is specifically required by any applicable law, the posting of any ordinance, resolution, notice or other matter at each of the places mentioned in subsection "A" of this section at the times the same are required to be published shall constitute due publication thereof.

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

unconstitutional.

Section 4. The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this 12th day of October 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance being Ordinance No. 1254, was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held the 12th day of October, and that said Ordinance was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 8.a.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: GENERAL PLAN UPDATE INCLUDING THE 2021-2029 SIXTH CYCLE HOUSING ELEMENT, PUBLIC HEALTH AND SAFETY ELEMENT AND ENVIRONMENTAL JUSTICE ELEMENT AND ADOPTION OF RESOLUTION NO. 21-63, APPROVING THE NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT

SUMMARY: The Governor's Office of Planning and Research (OPR) requires that upon the adoption of the Sixth Cycle Housing Element, an updated Safety Element needs to be adopted. Another requirement by OPR is upon the adoption of two elements of the General Plan, an Environmental Justice Element must be created if the City is considered a Disadvantaged Community (DAC). With the last adopted Safety Element being in 2000 and the City being considered a DAC, these two elements were combined into the Public Health and Safety Element to be adopted with the Housing Element.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-63, to approve the Negative Declaration and General Plan Amendment 21-01 including the Housing Element, Health and Safety Element and Environmental Justice Element, as recommended by the Planning Commission for Certification by the Department of Housing and Community Development, as required by State Law.

FISCAL IMPACT: There is no fiscal impact.

DISCUSSION: On September 21, 2021, the Planning Commission voted to recommend City Council adopt General Plan Amendment 21-01 and Negative Declaration to adopt the 2021-2029 Housing Element, Health and Public Safety Element and Environmental Justice Element.

State law requires each local government in California to adopt a comprehensive, long-term General Plan to guide the physical development of the community. The Housing Element, Safety Element, and Environmental Justice Element are three of the eight mandated elements of the General Plan. The Housing Element is unique among the

elements of the General Plan in that jurisdictions are required to submit draft elements to the California Department of Housing and Community Development (“HCD”) for review prior to adoption, and HCD is required to issue findings regarding whether, in its opinion, the element complies with the requirements of state law.

The proposed Housing Element is the Sixth Cycle (8-year update) of the Housing Element as required by State Law. Staff has been working with the HCD over the last eight months to ensure that the proposed final 2021-2029 Housing Element meets the requirements of State law. The proposed Housing Element has been revised to incorporate all State mandated requirements and review comments.

The proposed Housing Element provides programs that are feasible to implement and beneficial to the City. The City has adequately planned to meet the City’s existing and future housing needs, which includes the Regional Housing Need Assessment (“RHNA”). The policies and implementing programs contained in the proposed Housing Element will serve as the City’s blueprint in defining how the existing housing stock in the City is to be maintained and conserved, while at the same time, how new residential development will be accommodated in the future.

In order to show the City can meet capacity and receive approval from the State of California, the City has a list of code amendments and policies that will be implemented in the years following adoption of the Housing Element to bring the City into conformance with the programs proposed to conform with State regulations. These code amendments and policies are linked to the goals and objectives stated in the Housing Element, and will help further these goals and objectives.

Once the document has been reviewed and approved, staff will forward the Housing Element to HCD for certification. Once HCD certifies the Housing Element, the City will have fully complied with State Law and will be eligible for several housing related grants.

The Public Health and Safety, Environmental Justice and Housing elements of the General Plan underwent a significant amount of public outreach during the last 8 months to educate and receive input from stakeholders. The first outreach conducted was through a joint City Council and Planning Commission meeting on April 20, 2021, where staff provided an overview of the elements and took feedback on what issues were endemic to the City. The second outreach effort was an online poll that was hosted in English and Spanish on the City’s website for the months of June and July to gather opinions and feedback from stakeholders in the community. A virtual public workshop was conducted on June 29, 2021 in both English and Spanish that was advertised on the City website and social media. An additional face to face event was added to the project’s public outreach schedule in August, which included City staff and a consulting team engaging the public at a designated booth during a concert in the park event. The outreach team engaged the public with in-depth discussions and a survey regarding housing matters and the overall health and safety of the community. Finally, one-on-one stakeholder interviews were conducted to get the input of local homeless and transitional housing shelters, food banks, and social service providers.

An Initial Study was conducted and a Negative Declaration was prepared pursuant to the guidelines of the California Environmental Quality Act (Administrative Code, Title 14, Chapter 3, §15063; §15070). The initial study concluded that there would be less than significant impacts.

Notice of public hearing was posted on September 30, 2021.

Notice of Intent to Adopt a Negative Declaration was posted September 01, 2021 for public review.

ATTACHMENT(S):

- A. Resolution No. 21-63
- B. Planning Commission Resolution No. 21-10
- C. Final Draft - Housing Element (6th Cycle)
- D. Final Draft - Public Health & Safety Element
- E. Initial Study and Negative Declaration
- F. Presentation

Attachment A

RESOLUTION NO. 21-63

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ADOPTING A NEGATIVE DECLARATION AND APPROVING
A GENERAL PLAN AMENDMENT NO. 21-01 FOR THE 2021-
2029 HOUSING ELEMENT AND PUBLIC HEALTH AND
SAFETY ELEMENT WITH ENVIRONMENTAL JUSTICE
ELEMENT

WHEREAS, the City of South El Monte (“City”) is required to adopt an eight-year update to the Housing Element Sixth Cycle;

WHEREAS, the State of California requires every municipality to periodically update the Housing Element of its General Plan to review the housing needs of the community and revise its policies, programs and objectives to address those needs. The California Department of Housing and Community Development (“HCD”) reviews the Housing Element prior to adoption, and HCD is required to issue findings regarding whether, in its opinion, the element complies with the requirements of state law;

WHEREAS, the State of California requires every municipality to update their Safety Element along with the Sixth Cycle Housing Element if it was not recently updated. Another requirement is upon the adoption of two elements of the General Plan, an Environmental Justice Element must be created if the City is considered a Disadvantaged Community (DAC). With the last adopted Safety Element being in 2000 and the City being considered a DAC, these two elements were combined into the Public Health and Safety Element to be adopted with the Housing Element;

WHEREAS, a public hearing was held before the Planning Commission on September 21, 2021 which recommended that City Council adopt General Plan Amendment and Negative Declaration. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, a public hearing was held before the City Council on October 12, 2021 to consider the proposal. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

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

Section 1. Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact. Accordingly, the City prepared a Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Negative Declaration was posted for the period of August 30, 2021 through September 19, 2021. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the initial study and the negative declaration prior to deciding whether to approve the proposed General Plan amendment.

Section 2. The City Council of the City of South El Monte hereby adopts the Negative Declaration and General Plan Amendment for adoption of the Housing Element and Public Health and Safety Element.

Section 3. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination. Based on the record of the proceeding, the City Council hereby finds as follows:

1. In accordance with Government Code Section 65585, the City Council has reviewed the findings of HCD and finds that the Draft 2021-2029 Housing Element has been revised to fully address each of the findings made by HCD;
2. The proposed General Plan Amendment updating the Housing Element and Public Health and Safety Element is necessary to comply with State law and is consistent with the General Plan;
3. The proposed General Plan amendment to the Housing Element and Public Health and Safety Element with Environmental Justice Element is in accordance with State law requirements. The proposed General Plan amendment will not create or result in any significant impacts to the General Plan, Zoning Code, nor be in conflict with any applicable environmental plans or policies, be incompatible with existing land uses, affect agricultural resources, or disrupt the physical arrangement of the established community. Therefore, there will be no significant land use or planning impacts associated with this project;
4. The proposed General Plan amendment will consider updated population, employment and housing statistics. However, there will be no significant impacts to the regional or local population projections, nor induce substantial growth in the City, nor displace existing housing (especially affordable housing) as the proposed General Plan amendment stresses the creation of new housing stock, the rehabilitation of existing housing units, and the conservation and preservation of existing housing units, all of which are consistent with the estimated growth of the City as identified in the General Plan;
5. The proposed General Plan amendment does not include any physical modifications or alterations of the existing land or structures. Any physical modifications or alterations to existing land and/or structures as a result of the amendment's objectives will be addressed through separate environmental analysis consistent with CEQA. As such, the General Plan amendment does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Further, for this reason, the proposed General Plan amendment does not have impacts that are individually limited but cumulatively considerable, nor have environmental effects that would cause substantial adverse effects on human beings, directly or indirectly; and

6. For reasons discussed in the Initial Study, which is incorporated herein by reference, the General Plan amendment would not have any potential to achieve short-term, to the disadvantage of long-term, environmental goals, nor would the project have impacts which are individually limited, but cumulatively considerable.

Section 4. The City Council authorizes staff to make non-substantive changes to the Housing Element as necessary to make it internally consistent, compliant with HCD requirements, and in conformity with the final City Council action on the project. Should HCD require substantial changes to the Housing Element adopted herein, staff shall bring such changes back to City Council for review and adoption.

Section 5. Any interested party may appeal this decision to the City Council pursuant to Section 17.22.110 of the South El Monte Municipal Code. The time within which judicial review, if available, of the City Council's decision must be sought is governed by Section 1094.6 of the California Code of Procedure and Section 1.24.010 of the South El Monte Municipal Code, unless shorter tie is provided by other applicable law.

PASSED, APPROVED AND ADOPTED this 12th day of October 2021

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-63 was passed and approved by the City Council of the City of South El Monte, at a special meeting of said Council held on October 12, 2021 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

PLANNING COMMISSION

RESOLUTION NO. 21-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE RECOMMENDING THAT THE CITY COUNCIL ADOPT A NEGATIVE DECLARATION AND A GENERAL PLAN AMENDMENT NO. 21-01 FOR THE 2022-2029 HOUSING ELEMENT AND PUBLIC HEALTH AND SAFETY ELEMENT

WHEREAS, the City of South El Monte (“City”) is required to adopt an eight-year update to the Housing Element Sixth Cycle;

WHEREAS, the State of California requires every municipality to periodically update the Housing Element of its General Plan to review the housing needs of the community and revise its policies, programs and objectives to address those needs. The California Department of Housing and Community Development (“HCD”) reviews the Housing Element prior to adoption, and HCD is required to issue findings regarding whether, in its opinion, the element complies with the requirements of state law;

WHEREAS, the State of California requires every municipality to update their Safety Element along with the Sixth Cycle Housing Element if it was not recently updated. Another requirement is upon the adoption of two elements of the General Plan, an Environmental Justice Element must be created if the City is considered a Disadvantaged Community (DAC). With the last adopted Safety Element being in 2000 and the City being considered a DAC, these two elements were combined into the Public Health and Safety Element to be adopted with the Housing Element; and

WHEREAS, a public hearing was held before the Planning Commission on September 21, 2021 to consider the proposal. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination. Based on the record of the proceeding, the Planning Commission hereby finds as follows:

1. In accordance with Government Code Section 65585, the Planning Commission has reviewed the findings of HCD and finds that the Draft 2022-2029 Housing Element has been revised to fully address each of the findings made by HCD;
2. The proposed General Plan Amendment updating the Housing Element and Public Health and Safety Element is necessary to comply with State law and is consistent with

the General Plan;

3. The proposed General Plan amendment to the Housing Element and Public Health and Safety Element is in accordance with State law requirements. The proposed General Plan amendment will not create or result in any significant impacts to the General Plan, Zoning Code, nor be in conflict with any applicable environmental plans or policies, be incompatible with existing land uses, affect agricultural resources, or disrupt the physical arrangement of the established community. Therefore, there will be no significant land use or planning impacts associated with this project;
4. The proposed General Plan amendment will consider updated population, employment and housing statistics. However, there will be no significant impacts to the regional or local population projections, nor induce substantial growth in the City, nor displace existing housing (especially affordable housing) as the proposed General Plan amendment stresses the creation of new housing stock, the rehabilitation of existing housing units, and the conservation and preservation of existing housing units, all of which are consistent with the estimated growth of the City as identified in the General Plan;
5. The proposed General Plan amendment does not include any physical modifications or alterations of the existing land or structures. Any physical modifications or alterations to existing land and/or structures as a result of the amendment's objectives will be addressed through separate environmental analysis consistent with CEQA. As such, the General Plan amendment does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Further, for this reason, the proposed General Plan amendment does not have impacts that are individually limited but cumulatively considerable, nor have environmental effects that would cause substantial adverse effects on human beings, directly or indirectly; and
6. For reasons discussed in the Initial Study, which is incorporated herein by reference, the General Plan amendment would not have any potential to achieve short-term, to the disadvantage of long-term, environmental goals, nor would the project have impacts which are individually limited, but cumulatively considerable.

Section 2. Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment. Based on the information contained in the initial study, staff determined that there was

less than substantial evidence that approval of the proposed re-designations may have significant environmental impact. Accordingly, the City prepared a Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Negative Declaration was posted for the period of August 30, 2021 through September 19, 2021. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the initial study and the negative declaration prior to deciding whether to approve the proposed General Plan amendment.

Section 3. The Planning Commission of the City of South El Monte hereby recommends that the City Council approve the Negative Declaration and General Plan Amendment for adoption of the Housing Element and Public Health and Safety Element.

Section 4. The Secretary shall certify to the adoption of this Resolution and forward the original to the City Clerk.

PASSED, APPROVED AND ADOPTED this 21st day of September 2021

Chairman

ATTEST:

Secretary

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

I, Angie Hernandez, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution (No. 21-10), was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 21st day of September 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary

ATTACHMENT C

City of South El Monte

6th Cycle Housing Element Update

(2021-2029)



Final Draft – September 2021

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4. Goals and Policies	4
5. Program Implementation	6

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Appendix A: 5th Cycle Review

Appendix B: Needs Assessment

Appendix C: Constraints and Zoning Analysis

Appendix D: Affirmatively Further Fair Housing

Appendix E: Sites Analysis and Inventory

Appendix F: Community Engagement Summary

Housing Element

1. Introduction

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

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

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

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

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

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

1.1 Housing Element Organization

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

1.1.1 Housing Element Content

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

1.1.2 Appendices

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

2. Public Engagement

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

The outreach conducted for the update to the Housing Element, engaged a broad range of community members and stakeholders alike, including, but not limited to, homeless service organizations, food

pantries, senior service centers, and transitional/shelter support organizations. The City cast a wide net to gain participation from all segments of the City's interested parties. The extensive outreach process conducted for this Housing Element update has contributed to a set of meaningful goals, policies, and programs that reflect the City's housing needs and the priorities and needs of all of those in the City, including those with special needs and lower-income populations. **Appendix F, Community Engagement Summary**, provides a comprehensive summary detailing the outreach conducted as part of the update to the Housing Element and corresponding materials

3. General Plan Consistency

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

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

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

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

4. Goals and Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Program Implementation

Program 1: ADEQUATE SITES

As identified in **Appendix E, Sites Analysis and Inventory**, the City can accommodate their lower- (including very-low and low-income) moderate- and above-moderate income RHNA through existing sites zoned at appropriate densities. However, to guarantee the City has sufficient capacity to accommodate their lower- and moderate-income RHNA throughout the planning period, the City will rezone approximately 3 acres of sites from Manufacturing (M) to Commercial Residential (C-R) as identified in **Appendix E**, allowing exclusively residential uses and a minimum of 20 dwelling units per acre to provide a generous buffer for additional lower- and moderate-income sites selected from sites 18 through 20 as identified in **Table 13, Summary of Underutilized Sites in Rezone Area of the Inventory (Appendix E)**. To facilitate the development of multifamily housing affordable to lower-income (including extremely low-income households) and moderate-income households, the City will complete the zone amendment and rezone by October 15, 2025.

Objective(s)	Rezone to create additional opportunity for lower- and moderate-income households.
Timeframe	No later than October 15, 2025
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 3.1, 3.2, 3.3

Program 2: IMPLEMENTATION OF MIXED USE (C-R) ZONE

The City permits mixed-use development in the C-R (Commercial Residential) zone district. The C-R zone designation allows stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. The concept encourages transition of underutilized commercial and industrial properties that are a direct result of the “over-zoning” that resulted in extensive amounts of strip development. The City will continue to monitor the C-R development standards to ensure that it effectively promotes mixed-use and residential developments and a variety of housing types, including housing for lower-income households and special needs populations. The development standards for density (maximum 35 to 100 units per acre), parking, height (at least 3-4 stories), and lot coverage requirements will facilitate the maximum allowable densities.

The City will welcome and consider developer recommendations to revise the development standards of the C-R Zone to encourage the maximum allowable densities along with a variety of housing types.

The City will identify additional areas of the City to apply the Mixed-Use/C-R designation and zone and will pursue rezoning, where appropriate. This potential rezoning will expand opportunities for residential and mixed-use development and is not part of an adequate sites program as specified in Program #1 but will instead ensure that adequate capacity remains.

Objective(s)	• Develop a process by which developers can submit recommended code changes. • Implement needed amendments to Zone. • Identify opportunities to expand Zone.
Timeframe	• Develop code change recommendation submittal within two years of Housing Element adoption. • Ongoing review of developer recommendations and revisions to be completed within 6 months of identification. • Ongoing identification of opportunities to apply the Mixed-Use/C-R zone.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.3, 3.1, 3.2, 3.3

Program 3: ZONING ORDINANCE AMENDMENTS TO REMOVE CONSTRAINTS

The City will undertake focused updates of the zoning ordinance to conform to State law and to remove governmental and non-governmental constraints on the development of housing, specifically the lack of housing affordable to lower-income (including extremely low-income) households and those with special needs. The following actions will be undertaken:

- Zoning Code revisions to ensure compliance with the most recent updates to the State’s density bonus law, including the provision of a bonus for student affordable housing, senior housing, and permitting up to an 80% bonus for 100% affordable developments.
- Zoning Code revisions to clarify the permitting and siting of group care facilities for 7 or more persons consistent with State law and fair housing requirements.
- Zoning Code revisions to reduce parking as a constraint for multifamily development. The City will evaluate and amend the residential parking standards for multi-family residential uses in all zones where multi-family uses are permitted. The City will make necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing.
- Zoning Code revisions to address discretionary permit constraints for Senior Housing. The City will remove or mitigate discretionary permit requirements associated with Senior Housing development.
- Zoning Code revisions to identify a process by which parking requirements can be reduced for religious institutions in exchange for housing development.
- Zoning Code revisions to address open space constraints for multifamily developments in the R-3 zone. The City will remove or reduce constraints in the R-3 zone related to open space requirements.

Objective(s)	• Amend the Zoning Code to update the Density Bonus regulations consistent with state law. • Amend the Zoning Code to define group care facilities for 7 or more and define in what zones and by what process this use will be permitted. • • Amend parking requirements to ensure that parking for multifamily housing does not pose a constraint on development. • Amend the Zoning Code regarding Senior Housing development. • Amend the Zoning Code to address open space requirements.
Timeframe	• Updates to the Density Bonus program within one year of Housing Element adoption. • Amend the Zoning Code for the provision of large group care facilities within one year of Housing Element adoption. • Evaluate residential parking standards and amend parking standards for multifamily housing within four-years of Housing Element adoption. • Senior Housing Zoning Code amendments within one year of Housing Element adoption. • Open space requirement amendments within one year of Housing Element adoption.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 2.5, 3.2, 3.3, 4.1

Program 4: ZONING UPDATES AND GENERAL PLAN CONSISTENCY PROGRAM

The City will continue to identify opportunities to remove constraints to development through continued updates to the Zoning Code, where appropriate, and will consider a comprehensive update to the General Plan, in particular the land use element. Based on the ongoing updates, City staff will evaluate consistency between the Zoning Code updates and the General Plan. The evaluation will assess necessary updates to the General Plan, with an additional focus on consistency between the Land Use designations and zoning designations for each parcel in the city. The City will make the necessary updates to the General Plan based on their consistency analysis. This will ensure the programs and policies of the General Plan meet the vision of the City and ensure consistency between the City's zoning ordinance and the General Plan to ultimately facilitate housing production.

Objective(s)	• Monitor the Zoning Code for constraints and ongoing consistency with new State Legislation - make edits where needed. • Identify available funding sources and staff for the consideration of a comprehensive update to the General Plan, and in particular the land use element.
Timeframe	• Ongoing Zoning Code monitoring throughout the planning period. • Apply for funding to support a General Plan update within 4 years of Housing Element adoption.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.4, 3.1, 3.2, 4.2, 4.3

Program 5: ACCESSORY DWELLING UNIT PROGRAM

A primary objective of this program is to promote the development of housing units for lower-income persons or households. The City will amend their Zoning Code to permit the development of Junior (JADU) and Accessory Dwelling Units (ADU) consistent with State law and to remove minimum parcel size requirements to convey that ADUs are permitted on legal parcels.

Additionally, as a method to incentive and promote the creation of ADUs that can be offered at an affordable rent for very low, low, or moderate-income households, the City will develop a process to incentivize the production of JADUs and ADUs affordable to lower-income households. Once developed, City staff will take a proactive role in advancing this policy to existing property owners through information outreach during the development process. The City will further identify opportunities to facilitate the production of ADUs and JADUs. **(AB 671)**

Objective(s)	• Amend the Zoning Code consistent with State law. • Adopt procedures for the incentivization of affordable ADUs.
Timeframe	• Amend the Zoning Code within one year of Housing Element adoption • An ADU/JADU affordable incentive program shall be adopted within one year of Housing Element adoption.
Responsible Agency	City Planning Division
Funding Sources	• Community Development Department Budget.
Relevant Policies	1.1, 1.2, 2.5, 3.2, 4.1

Program 6: HOUSING CHOICE VOUCHER PROGRAM

An important element of the City's strategy in providing housing opportunities for extremely low-income and low-income households is the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City has approximately 20 households who currently participate in this program.

Objective(s)	Continue to support the provision of 20 vouchers annually.
Timeframe	Ongoing annually
Responsible Agency	City Planning Division
Funding Sources	Baldwin Park Housing Authority Housing Choice Voucher Program
Relevant Policies	1.3, 4.2

Program 7: SUPPORT FOR THOSE EXPERIENCING HOMELESSNESS

Under this program, the City will proactively implement the actions and programs of their Plan to Prevent and Combat Homelessness to move forward to address the needs of its residents experiencing homelessness for affordable housing and support services. The City will continue to participate in a countywide sales tax that raises money for homeless services. Further, the City will continue to create shelter options in the city, increase outreach and engagement activities to better understand the barriers and needs to address homelessness, and continue seeking additional funding sources for new affordable and supportive housing options.

Objective(s)	• Monitor existing funding to efficiently prioritize projects. • Continue collaboration with partner agencies and organizations, such as the City of Baldwin Park, the City of El Monte, and the County of Los Angeles through quarterly meetings.
Timeframe	• Ongoing monitoring of funding and participation in the countywide sales tax. • Ongoing quarterly communications with partner agencies and organizations.
Responsible Agency	City Planning Division
Funding Sources	• General Funds for the staff time (grant applications and preparation of promotional materials) • Grant awarded from the Los Angeles County Measure H funds
Relevant Policies	1.3, 4.2

Program 8: LOT CONSOLIDATION PROGRAM

In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels.

Objective(s)	• Develop and maintain a digital inventory of sites identified as appropriate to accommodate housing to provide developers with guidance on the availability of sites. • Identify development opportunities, explore and establish concessions and incentives beyond density bonus law as part of the zoning code update, and allocate financial resources to facilitate lot consolidation through dedication of staff time to assist developers with the permitting process, procedures, and timeframes. • Facilitate the assembly and recycling of underutilized properties for new affordable housing construction through technical assistance to developers and property owners. Technical assistance includes land development counseling by City planners and a marketing brochure or technical material that provides information on available development incentives. • Develop and provide an incentive in exchange for lot consolidations. • Facilitate two lot consolidations per year.
Timeframe	• The availability of lot consolidation is ongoing throughout the planning period. • A lot consolidation incentive will be developed within two years of Housing Element adoption. • The inventory of sites and zoning code update will be made available within three-years of Housing Element adoption. • Dedication of staff time and technical assistance is ongoing throughout the planning period.
Responsible Agency	City Planning Division
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 3.2, 3.3

Program 9: COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM

This program is administered by the Los Angeles County Community Development Commission (CDC). This program provides financial assistance to developments located in cities participating in the Urban County Program, which includes South El Monte. Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities. Technical assistance and funding for pre-development activities may also be provided for nonprofit housing developers participating in specific projects. Housing development projects are required to have a minimum of 20% of units set aside for households earning at or less than 50% of the median area income; however, the CDC's policy is to provide the maximum number of affordable units suited to the development and area. The CDC's housing development policy requires that conventional construction and/or permanent financing be incorporated into a project whenever possible, with a recommended one-to-four leveraging ratio. In addition, federal low-income housing tax credits will be applied whenever appropriate. The CDC attempts to utilize all available public/private housing development resources.

The City will advertise the availability of this additional source of funds to support in the development of rental housing. Program availability will be advertised at the public counter, on the City's website, and through the City's newsletter.

Further, the City will increase coordination and collaboration with the CDC to promote South El Monte as a City that supports affordable housing development and as an ideal candidate for the allocation of funding for affordable housing.

Objective(s)	• Post program information online, at the counter, and through other communication sources. • Increase Coordination with the CDC with regular contact.
Timeframe	• Information will be posted online and at the counter within one year of Housing Element adoption. • Coordination will be ongoing throughout the planning period.
Responsible Agency	Los Angeles County Community Development Commission, City Housing Program Administrator
Funding Sources	Los Angeles Urban County HOME and CDBG allocations
Relevant Policies	1.3, 2.1, 2.2, 2.3, 4.2

Program 10: COUNTYWIDE AFFORDABLE HOME OWNERSHIP PROGRAM

This program provides funding to low-income households looking to purchase a home through down payment and closing costs assistance. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs, which further assist lower-income households in attaining homeownership. The City will advertise program availability at the public counter, on the City's website, and through the City's newsletter.

Objective(s)	Coordinate with the CDC.
Timeframe	Ongoing
Responsible Agency	Los Angeles County Community Development Commission; City Housing Program Administrator
Funding Sources	Los Angeles Urban County HOME allocation
Relevant Policies	1.3, 2.3

Program 11: FIRST-TIME HOMEBUYER PROGRAMS

To increase access to mortgage funding for lower-income households and facilitate first-time homeownership opportunities in the City for decent, affordable housing, the City will identify and actively seek potential funding sources to develop a program to assist first time homebuyers in the City, such as through loans and homebuyer education services.

In addition, the Mortgage Credit Certificate (MCC) County Program is a way for the City to further leverage home ownership assistance for lower-income households. The MCC Program offers income-qualified first-time homebuyers a federal income tax credit. The federal credit can reduce potential federal income tax liability, creating additional net spendable income for qualified first-time homebuyers to possibly use toward their monthly mortgage payment. A maximum purchase price is established for homes purchased with the MCC (the vast majority of homes in South El Monte fall well within this price ceiling).

The County of Los Angeles administers the MCC program on behalf of 30 cities and throughout the unincorporated areas of the County. By paying a onetime fee and hosting an annual lender training session, South El Monte continues to be a participating City with the County in implementation of the MCC program. The City will continue participation in the County's program through hosting ongoing annual lender training sessions and will continue to prepare program flyers and include information on City's website.

Objective(s)	• Continue to participate in MCC program. • Pursue grant funding to develop a program to increase homeownership opportunities in the City.
Timeframe	• Participation in the MCC program will be ongoing and annual throughout the planning period. • The City will seek funding to develop a first-time homebuyer program on an ongoing basis.
Responsible Agency	City Housing Program Administrator; Los Angeles County Community Development Commission
Funding Sources	• Los Angeles County MCCs • First Time Homebuyer Mortgage Assistance (MA) Program will be financed by CalHome funds and supplemented by City General Funds that fund the Administrative subcontractor
Relevant Policies	1.3, 2.3, 4.1

Program 12: ENERGY EFFICIENCY PROGRAM

The City encourages a range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The key elements of this program include the following:

- The City shall permit and encourage the installation of photovoltaic/solar and solar water heating systems on new residential construction consistent with local and state regulations.
- The City will provide brochures and handouts promoting energy conservation from local utility providers at or near the planning counter. In addition, the City's website will continue to be updated to publicize the availability of the various rebate programs and tax incentives that will reduce the cost of installing energy-saving devices.
- The City shall continue to support ongoing programs from SCE and Sempra Energy that promote energy conservation. The programs sponsored by the utility providers include rebates for energy conserving refrigerators, water heaters, and other household appliances.
- The City will review the Zoning Ordinance to ensure that there are no requirements that are overly restrictive concerning the installation of solar panels. The City will then amend the Zoning Ordinance to ensure that solar panels are permitted in all Zone Districts.
- The City will consider reducing processing fees for those building improvements that involve the installation of solar panels.

Objective(s)	• Update City website and continue to hand out promotional materials. • Review and amend Zoning Ordinance.
Timeframe	• Ongoing permitting and promotion. • Provide updates to website and review and amend the ordinance by 2025.
Responsible Agency	City Planning Division
Funding Sources	General Fund
Relevant Policies	2.7, 3.3

Program 13: WATER CONSERVATION PROGRAM

The San Gabriel Valley Water Company is the local water purveyor that serves the City. The City shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development and in the following ways:

- The City will continue to provide informational resources on water conservation through landscaping and xeriscaping in both handouts and on the City's website.
- The City website was recently updated to indicate ways residents may reduce water consumption. This website will be maintained throughout the planning period and updated as appropriate.
- The local water purveyors publish a variety of brochures and information guides to help residents conserve water. The guide and brochures will continue to be distributed at City Hall.

Objective(s)	• Maintain the City's website and update where necessary. • Distribute brochures and information guides at the City's public counter.
Timeframe	• Ongoing maintenance of the City's website throughout the planning period • Ongoing distribution of brochures throughout the planning period.
Responsible Agency	City Planning Division
Funding Sources	General Fund
Relevant Policies	2.7

Program 14: FAIR/EQUAL HOUSING PROGRAM

This City program is designed to promote equal housing opportunities in South El Monte. The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing. The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website.

Additionally, steps the City will take to affirmatively further fair housing during the planning period include:

The City permits SROs in the C-R (Commercial Residential) zone district. To further support the creation of new affordable housing opportunities through the conversion of existing motel properties to Single Room Occupancy (SRO) lodging, the City will amend the Zoning Code to permit SROs in the C (Commercial) zone.

The City will promote and ensure compliance with housing discrimination laws to ensure that all print and advertisement materials for the sale or rental of housing is compliant with Government Code 12955, which prohibits such materials from indicating a preference or limitation based on a protected classification.

And the City will continue to support and participate in the Regional Analysis of Impediments to Fair Housing Choice in coordination with the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles.

Further, the City will administer all programs and activities related to housing and community development in a manner to Affirmatively Further Fair Housing by developing a process that prompts the consideration of fair housing in the decision process. This process could include a requirement to have a statement of fair housing consideration on all staff reports for Planning Commission or some other method.

Objective(s)	• Post fair housing information on the City’s website. • Provide incentives for motel conversions to SROs. • Develop a handout for developers to be made aware of Fair Housing advertisement material compliance. • Annually support and engage in the Regional Analysis of Impediments to Fair Housing. • Implement a procedure that prompts fair housing administration for housing and community development decisions.
Timeframe	• Ongoing • Website information to be posted within one year of Housing Element adoption. • Amend the Zoning Code within one year of Housing Element adoption.
Responsible Agency	City Planning Division, City Housing Program Administrator, and Community Services Center (El Monte Office)
Funding Sources	Community Development Department Budget
Relevant Policies	4.1, 4.2

Program 15: RESOURCES FOR PERSONS WITH PHYSICAL AND DEVELOPMENTAL DISABILITIES

The City will continue to encourage equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. The City will provide information about the process on the City's website and public counters as well as information on local and regional resources for persons with developmental disabilities. The City will coordinate with the San Gabriel/Pomona Regional Center to advertise resources and programs available to residents.

Additionally, the City will promote increased accessibility by connecting developers and residents to resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability.

Objective(s)	• Enforce accessibility requirements through development approvals. • Create a webpage that connects developers and residents to accessibility resources and promote the webpage through media channels.
Timeframe	• Ongoing enforcement of requirements throughout the planning period. • Post webpage and handout materials at the counter and promote through median channels within 3-years of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	4.1, 4.2, 4.3

Program 16: DEVELOPER COORDINATION AND INFORMATION PROGRAM

The City will actively work with the development community to identify ways that lower-income housing may be provided. The City will educate developers as to how density bonus regulations could be used to facilitate the development of affordable housing, including those for extremely low income, very low income, and low-income households. Another outreach effort will inform the development community and property owners as to development opportunities for SRO developments and second units.

Additionally, The City will maintain information on the City's website that is applicable for housing development project proposal requirements, including a current schedule of fees, exactions, applicable affordability requirements, all zoning ordinances, development standards, and annual fee reports or other relevant financial reports. The City will develop and post on their website a checklist that developers may use to determine what materials are needed to accompany a development proposal application. **(AB 1483, 2019)**

Further, the City will ensure the development community is aware of replacement unit requirements, relocation assistance requirements, and Fair Housing requirements to prevent displacement and discrimination by enforcement of relevant regulations.

Objective(s)	• Post relevant development checklist of materials and other information as detailed above on the City's website. • Post information to raise awareness of replacement and relocation assistance requirements on City's website.
Timeframe	Post information within 2 years of Housing Element Adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.2, 3.1, 3.3, 4.1, 4.2

Program 17: HOUSING EDUCATION CAMPAIGN

The City will work with the public, developers, relevant agencies, and organizations to foster citywide discussions on housing supply, affordability, and Fair Housing. The City will develop a webpage that details information related to the City's housing supply, housing need, where opportunities exist, links to Fair Housing resources, as well as other relevant information. This information can help residents understand where challenges and solutions exist and can demonstrate to potential developers that the City welcomes new housing development. Further, the City will embrace technological solutions to community engagement to capture a wide audience in planning efforts.

Objective(s)	Develop a webpage with relevant information to raise developer and community awareness on housing needs and available resources.
Timeframe	Within 2 years of Housing Element adoption
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	3.3, 4.3

Program 18: HOMEOWNER ASSISTANCE PROGRAMS

Where funding is available, the City offers rehabilitation assistance to lower- and moderate-income households. The City has been operating as a housing program administrator of CalHome funds since 2010 and has used these CalHome grants to support the rehabilitation of 56 units in South El Monte. The City will continue to actively seek funding for Homeowner Assistance Programs and to allocate awarded funding accordingly.

Specifically, the City will provide eligible and qualified borrowers with 30-year, deferred-payment loans through an Owner-Occupied Rehabilitation (OOR) program. The program will aim to preserve the quality and value of the City's housing stock by assisting extremely low-, very low-, and lower-income homeowners with a loan for home improvement in order to rehabilitate their home. Funding awarded for this program will be dedicated to the rehabilitation of housing for lower-income households (including extremely low- and very low- income households) and is anticipated to serve a total of 20 units. Funding

for the program will be contingent upon funding awarded to the City by CalHome in the amount of \$1,000,000.

Objective(s)	• Seek out and apply for funding opportunities for Homeowner Rehabilitation Assistance. • Serve a total of 20 units through the OOR Rehabilitation Program.
Timeframe	• Apply for additional funding opportunities annually, where available. • The OOR program is ongoing and will continue based on remaining funds.
Responsible Agency	City Planning Division
Funding Sources	• Community Development Department Budget • OOR program will be financed by a \$1,000,000 CalHome grant awarded to the City and supplemented by City General Funds that provide in-kind staff time to administer the OOR Program
Relevant Policies	1.3, 2.1, 2.2, 2.6, 2.7, 4.2

Program 19: CODE ENFORCEMENT PROGRAM

The City's Code Enforcement Division is tasked with promoting property maintenance for the elimination of blighted conditions and ensuring compliance with all City Zoning Code requirements. The City will coordinate Code Enforcement efforts with rehabilitation assistance, where funding is available, to connect lower and moderate-income households with assistance to address code compliance issues and to bring homes into compliance. Further, the City will connect residents with information on energy conservation strategies and techniques that can be taken during rehabilitation.

Objective(s)	Coordinate distribution of Homeowner Rehabilitation Assistance program funding with code enforcement case data to assist eligible households.
Timeframe	Coordinate with Code Enforcement Division on a quarterly basis to identify opportunities to connect residents to resources and eligible households to available funding.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	2.1, 2.2, 2.4, 2.6, 2.7

Program 20: REPLACEMENT HOUSING PROGRAM

The City will mandate replacement requirements consistent with State law for sites identified in the Sites Inventory that currently have residential uses, or within the past five years have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that

restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control, or occupied by low- or very low income households. When the legislation sunsets, the City will reevaluate the appropriateness of this program. **(SB 330, 2019)**

Objective(s)	Develop a system for tracking all development proposals on sites identified in the inventory and develop a system for ensuring developer compliance with replacement requirements.
Timeframe	Upon Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 2.1, 4.2, 4.3

Program 21: ZONING REVISIONS FOR SPECIAL NEEDS HOUSING

The City will amend the zoning code to permit a variety of housing types consistent with State law., which includes the following:

- Zoning Code Amendment to calculate Emergency Shelter parking requirements based on the demonstrated need to accommodate staff. **(AB 139, 2019)**
- Zoning Code Amendment to ensure compliance with all applicable requirements related to employee and farmworker housing in accordance with the Health and Safety Code Sections 17021.5 and 17021.6 and the Employee Housing Act.
- Zoning Code Amendment to allow supportive housing by-right in residential zones that permit multifamily uses and mixed uses zones that allow residential uses. **(AB 2162, 2019)**

Objective(s)	Amend the Zoning Code to comply with State law.
Timeframe	Within one year of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2, 4.1

Program 22: LOW BARRIER NAVIGATION CENTERS

Low-Barrier Navigation Centers are housing first, low-barrier, service-enriched shelters focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. The City will amend the zoning code to permit the development of Low Barrier Navigation Centers as a use by-right, without requiring a discretionary action, in mixed-use and non-residential zones that permit residential uses. **(AB 101, 2019)**

Objective(s)	Amend the Zoning Code.
Timeframe	Within one year of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.2

Program 23: OBJECTIVE DESIGN STANDARDS

The City will increase transparency and certainty in the development process through objective design standards. Any new design standards developed and imposed by the City shall be objective without involvement of personal or subjective judgement by a public official and shall be uniformly verifiable by reference to the City's regulations. **(SB 330, 2019)**

Objective(s)	Monitor any new design standards for development to ensure they are objective.
Timeframe	Ongoing throughout the planning period, as new design standards are being drafted.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.2, 1.5, 3.1

Program 24: NO NET LOSS

The City will monitor development activity, proposed rezones, and identified capacity to ensure adequate remaining capacity is available to meet any remaining unmet share of the RHNA for all income levels throughout the entirety of the planning cycle, consistent with no-net-loss requirements. If at any time during the planning period, a development project results in fewer units by income category than identified in the sites inventory (Appendix E) for that parcel and the City cannot find that the remaining sites in the housing element are adequate to accommodate the remaining RHNA by income level, the City will within 180 days identify and make available additional adequate sites to accommodate the remaining RHNA. **(SB 166, 2017)**

Objective(s)	Monitor all development activity, proposed rezones, and identified capacity as it compares to the remaining RHNA target throughout the cycle.
Timeframe	Ongoing throughout the planning period and make additional sites available within 180 days in the event that a capacity shortfall occurs.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.5

Program 25: ANNUAL PROGRESS REPORTS

The City will continue to report annually on the City's progress toward its 8-year RHNA housing production targets and toward the implementation of the programs identified in the Housing Element. Further, the City will identify and prioritize State and local surplus lands available for housing development affordable to lower-income households and report on these lands annually through the Housing Element Annual Progress Reports. **(AB 1255, 2019; AB 1486, 2019; AB 879, 2017)**

Objective(s)	• Report annually on progress made toward the Housing Element. • Report annually on Housing Element progress to the City Council.
Timeframe	Annually
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1

Program 26: MOBILEHOME PROGRAM

The City will enforce mobilehome park replacement and relocation requirements in accordance with Government Code (65863.7). Additionally, the City will amend the Zoning Code to clarify that manufactured housing is treated as a single-family dwelling and is permitted in the same zones and same manner as other single-family structures.

Objective(s)	• Enforce existing mobilehome park replacement and relocation requirements. • Amend the Zoning Code to permit manufactured housing as single-family housing.
Timeframe	• Ongoing enforcement of mobilehome park replacement and relocation requirements throughout the planning period. • Amend the Zoning Code by 2024.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.5, 4.2, 4.3

Program 27: PRIORITY SERVICE

The City will coordinate with the water and sewer providers to ensure that proposed developments which include housing affordable to lower income households are prioritized for the provision of water and sewer services. The City will provide a copy of the updated Housing Element and assist with the identification of sites for prioritization of services through updates to the Water and Sewer System Master Plans.

Objective(s)	• Submit adopted Housing Element to local water and sewer providers. • Work with the local water and sewer providers to ensure that adopted policies prioritize water and sewer allocation for affordable housing development.
Timeframe	Within 6 months of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.1, 1.4, 3.3, 4.2

Program 28: AFFORDABLE HOUSING STREAMLINING

To assist in the development of housing for extremely low-, very low-, low-, and moderate-income households, the City provides an affordable housing streamlined approval process in accordance with State requirements for qualifying development proposals that provide affordable units under SB 35 streamlining. The City annually reports on affordable housing streamlining applications in the Housing Element Annual Progress Report. The City will revise their internal staff permitting procedures to ensure that staff has clear procedures for responding to proposals for SB 35 streamlining and for prioritizing qualifying SB 35 housing developments consistent with State law.

Objective(s)	• Process proposals for SB 35 permit streamlining consistent with state law. • Develop internal staff procedures to assist staff in responding to SB 35 proposals and permit streamlining.
Timeframe	• Ongoing SB 35 processing throughout the Housing Element planning period. • Develop staff assistance materials within one-year of Housing Element adoption.
Responsible Agency	Community Development Department
Funding Sources	Community Development Department Budget
Relevant Policies	1.2 and 1.4

Appendix A: 5th Cycle Review

For the 5th Cycle Housing Element (2014-2021), the City committed to specific programs to address the comprehensive housing needs of the City and to help achieve the goals identified in the 5th Cycle Housing Element. This section evaluates progress made toward the goals and actions of the 5th Cycle Housing Element and is used as a foundation to inform the programs of the 6th Cycle Housing Element (2021-2029) tailored to meet this cycle's housing needs. California Government Code Section 65588(a) requires each jurisdiction to regularly review its Housing Element and evaluate the following:

- The progress in implementation of the Housing Element;
- The effectiveness of the Housing Element programs in progress toward achieving the housing goals and objectives; and
- The appropriateness of the housing goals, objectives, policies, and in contributing to the attainment of the State housing goal.

This evaluation provides information on the extent to which programs have achieved stated objectives and whether these programs continue to be relevant to addressing current and future housing needs in the City of South El Monte (City). The success of a program toward achieving the 5th Cycle goals is the basis for the goals, policies, and programs and the establishment of objectives provided in the 6th Cycle. **Table 1** lists each program from the 2014-2021 Housing Element and identifies the program progress, effectiveness, and appropriateness. The goals, policies, and programs of the 6th Cycle Housing Element are reflective of the program effectiveness as determined by this evaluation.

Table 1: Evaluation of Previous Housing Element Implementation

Policy (if applicable)	Program	Progress in Implementation
Housing Element Policy 1.1. The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached units, and multiple-family units.	PROGRAM #1 ADEQUATE SITES Adequate Sites to Meet 2014-2021 Regional Housing Needs Assessment (RHNA): The City of South El Monte has a remaining RHNA of 61 units for the 2014-2021 RHNA period after credits for permitted or approved units are taken into consideration. The residential sites inventory to address the current RHNA consists of close to five acres of vacant land. The capacity on identified sites in addition to estimated ADU production yields at least 139 new units. The City will maintain an inventory of available sites for residential development and provide it to prospective residential developers upon request. The City is not responsible for the actual construction of these units. The City is, however, responsible for creating a regulatory environment in which the private market could build these units. This includes the creation, adoption, and implementation of policies, zoning and development standards, and/or incentives to encourage the construction of various types of units. Consistent with Government Code Section 65863, the City will ensure that its Housing Element inventory can accommodate its share of the RHNA by income level throughout the planning period. If the City approves a housing project at a lower density or with fewer units by income category than identified in the housing element, it must quantify at the time of approval the remaining unmet housing need at each income level and determine whether there is sufficient capacity to meet that need. If not, the City must “identify and make available” additional adequate sites to accommodate the jurisdiction’s share of housing need by	Progress: Based on the 2019 Annual Progress Report, the City has issued permits for 20 low-income units, and 148 above-moderate income units for the 5th Cycle Housing Period. There are 43 very low-income, 5 low-income, and 27 moderate-income units remaining. With regards to the amendments to the zoning code, Chapter 17.15.030 codifies a minimum residential density of 20 dwelling units per acre and Ordinance 1243 (adopted 4/28/20) establishes the Santa Anita Corridor Overlay Zone and establishes the following standards identified in Program #1. Additionally, the City maintains an inventory of sites on the City’s website. Effectiveness: The City has successfully maintained adequate capacity to meet their remaining RHNA target. This information is publicly available on the City’s website. Appropriateness: Revise and Continue. The Housing Element adequate sites inventory addresses the 2021-2029 RHNA at all income levels. The City will provide the sites inventory on their website and comply with regulatory requirements to ensure there is adequate capacity throughout the entirety of the 2021-2029 planning period. Remaining capacity to meet all income levels will be tracked and compared to the remaining RHNA target throughout the 6th Cycle.

	income level within 180 days of approving the reduced-density project. The City will comply with this requirement. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing	
Housing Element Policy 1.2. The City of South El Monte shall provide for residential infill along Garvey Avenue and Santa Anita Avenue through designation as Commercial and Residential Mixed-Use.	PROGRAM #2 IMPLEMENTATION OF MIXED USE (C-R) ZONE The City permits mixed-use development in the C-R (Commercial Residential) zone district. The C-R zone designation allows stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. The concept encourages transition of underutilized commercial and industrial properties that are a direct result of the “over-zoning” that resulted in extensive amounts of strip development. The City will continue to monitor the C-R development standards to ensure that it effectively promotes mixed-use developments and a variety of housing types, including housing for lower-income households and special needs populations. The development standards for density (35 to 100 units per acre), parking, height (at least 3-4 stories), and lot coverage requirements will facilitate the maximum allowable densities. The City will annually evaluate the effectiveness of the C-R zone in encouraging the maximum allowable densities along with a variety of housing types. The City will identify additional areas of the City to apply the Mixed Use/C-R designation and zone and pursue rezoning. This rezoning is to expand opportunities for residential and mixed-use development and is not part of an adequate sites program.	Progress: Ordinance 1240 (adopted 1/9/2018) amended Chapter 17.15 of the Municipal Code to establish a minimum residential density for all new residential development. According to the 2014-2021 Housing Element, since January 1, 2018 one project has been submitted for entitlements that was for pure residential. No extensive constraints to development in this area have been identified. Effectiveness: The program was effective in setting attainable Zoning Code revisions. The City will continue to evaluate the C-R zone to ensure that the C-R zone development standards do not constrain the potential for developing housing. Appropriateness: Revise and Continue. Modify implementation schedule and process for evaluating constraints to residential mixed-use developments. Note: Recommendations for additional areas of the City to apply the Mixed Use/C-R designation and zone and pursue rezoning will be assessed after the sites inventory analysis has been completed and the city’s capacity for adequate sites in the 6th Cycle Housing Element has been evaluated.

	The City will conduct a review of the C-R zone to ensure that the C-R zone development standards do not constrain the potential for developing housing, meeting maximum densities and that zoning standards for the sites ensure continued adequate capacity to meet the City's RHNA goals. Any identified impediments will be addressed within 6 months of the review. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> Planning Division <i>Implementation Schedule:</i> Ongoing; Review of C-R zone development standards by June 2020 and any identified revisions needed to be completed within 6 months.	
	PROGRAM #3 ZONING ORDINANCE AMENDMENTS TO REMOVE CONSTRAINTS The City will undertake focused updates of the zoning ordinance to conform to State law and to remove governmental and non-governmental constraints on the development of housing, specifically the lack of housing affordable to lower-income households. The following actions will be undertaken: • Update the City's Accessory Dwelling Unit provisions to reflect the most recent updates to the State's accessory dwelling unit laws • Zoning Code revisions to ensure compliance with all applicable requirements related to the Employee Housing Act and AB 2162 (Supportive Housing Streamlining Act) • Zoning Code revisions to ensure compliance with the most recent updates to the State's density bonus law • Zoning Code revisions to clarify the permitting and siting of group care facilities for 7 or more persons • Zoning Code revisions to ensure compliance with AB 101 which requires that a Low Barrier Navigation Center (LBNC) be a use by right in areas zoned for mixed use	Progress: • Ordinance 1242 (adopted 1/1/2020) amended Chapter 17.38, Accessory Dwelling Units, of the Municipal Code to conform with amended Government Code Section 65852.2 and 65852.22 that regulates accessory dwelling units. • A Zoning Code revision is needed to ensure compliance with AB 2162. Currently, the C-R zone will need to be revised to permit supportive housing by-right. • The Density Bonus Law in Chapter 17.83 of the Municipal Code is current as of 2014, but will need to be amended per the latest updates through Assembly Bill 2345 (approved 09/28/2020). • A Zoning Code revision is needed to clarify the permitting and siting of group care facilities for 7 or more persons during the planning period.

	and nonresidential zones permitting multifamily uses if it meets specified requirements. • Zoning Code revisions to establish a streamlining process for qualifying SB 35 housing developments consistent with State law. • An evaluation of residential parking standards for multi-family residential uses in all zones where that use is allowed will be undertaken. The City will make any necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> Planning Division <i>Implementation Schedule:</i> The Zoning Ordinance revisions will be initiated at the start of 2020. Revisions will be completed by December 2020.	• The CR zone needs to be brought into compliance with AB 101. As it is a mixed-use zone, "Low Barrier Navigation Center" should be permitted by-right and added as a definition to Chapter 17.04. • The City does review applications for SB 35 streamlining. The City will also need to incorporate AB 831, Modifications and Clarifications to SB 35. • Updates to the residential parking standards for multifamily uses are needed. Effectiveness: The City has implemented one of the identified actions involving revisions to the Zoning Code. Although this program has not achieved all the anticipated actions, this program will be necessary to continue to respond to necessary changes. Appropriateness: Revise and Continue. Continue actions to revise Zoning Code to incentive housing production at all income levels and to ensure consistency with State legislation. Move text regarding ADU provisions to Program #5 of 6th Cycle Housing Element.
Housing Element Policy 2.5. The City of South El Monte shall work to alleviate unit overcrowding by permitting owners to add bedrooms, bath, and additional living areas in homes and encouraging development of accessory dwelling units.	PROGRAM #4 ACCESSORY DWELLING UNIT PROGRAM A primary objective of this program is to promote the development of housing units for lower-income persons or households. The City permits the development of an additional accessory dwelling unit (ADU) consistent with State law. The City will waive application fees for property owner agreeing to an affordability covenant that would place an affordability restriction on the new units for a given period. City staff will take a proactive role in advancing this policy to existing property owners through information outreach during the development process. <i>Source of Funding:</i> Department budget	Progress: Ordinance 1242 (adopted 1/1/2020) amended Chapter 17.38, Accessory Dwelling Units, of the Municipal Code to conform with amended Government Code Section 65852.2 and 65852.22 that regulate accessory dwelling units (ADUs). Between 2016-2019, 13 ADU applications were approved. On October 27, 2020, the City Council adopted Resolution No. 20-118, authorizing the City Manager to apply for the California Department of Housing and Community Development CalHome Grant Program in the amount of \$1,100,000 for a new ADU and junior accessor dwelling unit (JADU) program for the development of ADUs. Specifically, the ADU/JADU program will provide eligible and

	<i>2014-2021 Program Objectives:</i> Five (5) accessory dwelling units annually <i>Agency Responsible for Implementation:</i> Planning Division. <i>Implementation Schedule:</i> Ongoing. Information about accessory dwelling unit development and potential fee waivers will be posted on the City's website by the end of 2019.	qualified borrowers with a 30-year, deferred-payment ADU/JADU loan. South El Monte anticipates serving a total of 20 units. Effectiveness: The program is effective in promoting the development of ADUs and it is anticipated that ADU development trends will continue upward. Appropriateness: Continue. Modify to include the latest legislation (AB 3182, AB 68, AB 881, AB 587, AB 670, and AB 671). Add new ADU/JADU program pending on the funding the City receives for the CalHome Grant.
	PROGRAM #5 HOUSING CHOICE VOUCHER PROGRAM An important element of the City's strategy in providing housing opportunities for extremely low income and low-income households is the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City of South El Monte has approximately 20 residents who currently participate in this program. <i>Source of Funding:</i> Baldwin Park Housing Authority Housing Choice Voucher Program <i>2014-2021 Program Objectives:</i> Continue to support the provision of 20 vouchers <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Department	Progress: The City continues to support Baldwin Park Housing Authority with the 20 vouchers. Effectiveness: The program is effective in maintaining the housing choice vouchers for approximately 20 residents. Appropriateness: Continue.

	Implementation Schedule: Ongoing	
Housing Element Policy 1.4. The City of South El Monte shall coordinate with the Los Angeles County Community Development Commission to take advantage of Federal, state, and local funds available for affordable housing in South El Monte.	PROGRAM #6 IDENTIFICATION OF AFFORDABLE HOUSING FUNDING SOURCES Under this program, the City will proactively continue to pursue available funding sources to assist in the development of lower income, including extremely low-income, housing. The City will continue to apply for State and Federal assistance including, but not limited to, CDBG and HOME funding. The City will also actively work with the development community to identify ways that lower-income housing may be provided. The City will educate developers as to how density bonus regulations could be used to facilitate the development of affordable housing, including those for extremely low-income, very low-income, and low-income households. Another outreach effort will inform the development community and property owners as to development opportunities for SRO developments and second units. To address the need for home rehabilitation resources, the City will prioritize identification of new funding sources to fund the City's Owner-Occupied Rehabilitation Program which is dormant due to lack of funding. The program provided a minimum loan amount of \$25,000 for qualified home rehabilitation and was secured through a Deed of Trust. <i>Source of Funding:</i> General Funds for the staff time (grant applications and preparation of promotional materials) <i>2014-2021 Program Objectives:</i> 2 Funding Applications per Year <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Department <i>Implementation Schedule:</i> Ongoing	Progress: On October 27, 2020, the City Council adopted Resolution No. 20-118, authorizing the City Manager to apply for the California Department of Housing and Community Development CalHome Grant Program in the amount of \$3,300,000 to help owner-occupied units with home repairs (\$1,000,000), to assist in the development of the new ADU and junior accessory dwelling unit (JADU) program for the development of ADUs (\$1,100,000), and to fund resources for the first-time homebuyer program (\$1,200,000 Mortgage Assistance). In the same year (2020) the City, in a collaborative effort with El Monte and Baldwin Park, was awarded \$1,070,000 through Measure H for funding affordable housing and homeless services to combat homelessness. The City's website does not clearly identify housing information, such as density bonus regulations, for developers. Effectiveness: The program is effective in the pursuit of affordable housing funding sources. Staff has applied for grants to assist in home rehabilitation, ADU production, and to assist with the first-time homebuyer's program. Efforts to conduct outreach to incentivize the production of SROs or utilization of the Density Bonus program have not been reported. Appropriateness: Revise and continue. This has been divided into programs related to the pursuit of funding, the allocation of funding if it is awarded, and developer coordination. Relevant programs of the Housing Element: Program #5 focuses on ADU grant efforts, and Programs # 11 and #18 pertain to homeowner and homebuyer programs. A program related to coordination with the development community and providing educational resources are included in Programs #17 and #18.

Housing Element Policy 1.1. The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single-family units, moderate- to higher-density single-family attached units and multiple-family units.	PROGRAM #7 LOT CONSOLIDATION PROGRAM In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels. As part of this program the City will: • Maintain an inventory of potential sites to provide developers with information regarding development incentives for affordable units. • Identify development opportunities, explore and establish concessions and incentives beyond density bonus law as part of the zoning code update, and allocate financial resources to facilitate lot consolidation. • Facilitate the assembly and recycling of underutilized properties for new affordable housing construction through technical assistance to developers and property owners. Technical assistance includes land development counseling by City planners and a marketing brochure or technical material that provides information on available development incentives. <i>Source of Funding:</i> Department budget <i>2014-2021 Program Objectives:</i> 3 Lot Consolidations per year <i>Agency Responsible for Implementation:</i> Planning Division <i>Implementation Schedule:</i> On-going; brochure or technical assistance material to be created by June 2020.	Progress: An inventory of potential sites to provide developers with information about development incentives is not available on-line. Additionally, there is not a marketing brochure and information regarding development incentives on the City's website. As of January 1, 2018, no lot consolidation applications have been submitted. Although there have been several lot consolidations in the City. Chapter 16.26 of the Municipal Code provides process guidance for lot mergers. Effectiveness: There has not been any developer interest in lot consolidation since the adoption of the 5th Cycle Housing Element. Lot mergers are offered under the regulations for subdivisions. Appropriateness: Revise and continue. Maintaining an inventory of sites where lot consolidation can be combined with Program #1 to maintain an inventory of adequate sites. Consider additional incentives to combine the Lot Consolidation Program with the Density Bonus Program. Expand this program for use by dense multi-family and mixed-use developments.
Housing Element Policy 1.4. The City of South El Monte shall coordinate with the Los Angeles	PROGRAM #8 COUNTYWIDE AFFORDABLE RENTAL HOUSING DEVELOPMENT PROGRAM	Progress: Based on the 2016-2019 Annual Progress Reports, the City issued building permits for 2 single-family rental units for above-moderate income. No

County Community Development Commission to take advantage of Federal, state, and local funds available for affordable housing in South El Monte.	This program is administered by the Los Angeles County Community Development Commission (CDC). This program provides financial assistance to developments located in cities participating in the Urban County Program, which includes South El Monte. Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities. Technical assistance and funding for pre-development activities may also be provided for nonprofit housing developers participating in specific projects. Housing development projects are required to have a minimum of 20% of units set aside for households earning at or less than 50% of the median area income; however, the CDC's policy is to provide the maximum number of affordable units suited to the development and area. The CDC's housing development policy requires that conventional construction and/or permanent financing be incorporated into a project whenever possible, with a recommended one-to-four leveraging ratio. In addition, federal low-income housing tax credits will be applied whenever appropriate. The CDC attempts to utilize all available public/private housing development resources. The City will advertise the availability of this additional source of funds to support in the development of rental housing. Program availability will be advertised at the public counter, on the City's website, and through the City's newsletter. <i>Source of Funding:</i> Los Angeles Urban County HOME and CDBG allocations <i>Agency Responsible for Implementation:</i> Los Angeles County Community Development Commission, City Housing Program Administrator	affordable renter-occupied housing was permitted from 2016-2019. Effectiveness: This is a Countywide program and although the City's participation has not resulted in the development of any affordable housing, the City can continue to coordinate with the LA County CDC to identify opportunities for gap funding and development interest in the City. Appropriateness: Revise and Continue. This program can be focused on coordination with LA County to focus resources in South El Monte and to better connect interested developers with development opportunities in the City.
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	<i>Implementation Schedule: Ongoing</i>	
Housing Element Policy 2.3. The City of South El Monte shall work to increase the rate of home ownership in the community and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.	PROGRAM #9 COUNTYWIDE AFFORDABLE HOMEOWNERSHIP OPPORTUNITIES (HOP) PROGRAM This program provides funding in the form of second mortgages to increase home ownership units that are affordable to low- and moderate-income persons. This program facilitates the acquisition of existing structures suitable for home ownership opportunities for low- and moderate-income persons. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs. The City will advertise program availability at the public counter, on the City's website, and through the City's newsletter. <i>Source of Funding:</i> Los Angeles Urban County HOME allocation <i>Agency Responsible for Implementation:</i> Los Angeles County Community Development Commission; City of South El Monte Housing Program Administrator <i>Implementation Schedule: Ongoing</i>	Progress: The COVID Assistance Rental/Mortgage Grant Program began in 2020, which issues cash grants, rather than loans, of up to \$1,000 per household, to maintain housing and/or to reduce rental payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic. Effectiveness: Information for the County's HOP program is difficult to find on the City's website and would be more effective if it was located on the City's website with other County funded programs. Appropriateness: Revise and Continue. The language should reflect that this is funding to assist with down payment and closing costs. This could be consolidated with the Countywide Homebuyer Program. Continue participating in the Community Development Block Grant (CDBG) Urban County Program.
Housing Element Policy 2.3. The City of South El Monte shall work to increase the rate of home ownership in the community and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.	PROGRAM #10 MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM The Mortgage Credit Certificate (MCC) Program is a way for the City to further leverage home ownership assistance. MCCs are certificates issued to income-qualified first-time home buyers authorizing the household to take a credit against Federal income taxes of up to 20% of the annual mortgage interest paid. The mortgage payments are used to repay the bonds; there is no City guarantee required. A maximum purchase price is established for homes purchased with the MCC - the vast majority of homes in South El Monte fall well within this price ceiling. The County of Los Angeles administers the MCC program on behalf of 30 cities and throughout the unincorporated areas of the County. By paying a onetime fee and hosting an annual lender training session, South El Monte can become a	Progress: The City continues to be a participant in the County's Housing Bond and Mortgage Credit Certificate Programs However, the MCC Program is not visible on the City's website. Effectiveness: The City has maintained participation in the MCC Program. This program is administered by the County Appropriateness: Revise and Continue. Consolidate Programs #9 and #10 under Countywide Homebuyer Program. Continue participating in the Community Development Block Grant (CDBG) Urban County Program.

	participating City with the County in implementation of the MCC program. The City will establish the City's participation in the County's program and will continue to prepare program flyers, and include information on City website. <i>Source of Funding:</i> Los Angeles County MCCs <i>Agency Responsible for Implementation:</i> City of South El Monte Housing Program Administrator; Los Angeles County Community Development Commission <i>Implementation Schedule:</i> Ongoing	
	PROGRAM #11 ENERGY EFFICIENCY PROGRAM The City of South El Monte encourages a range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The key elements of this program include the following: • The City shall permit and encourage the installation of photovoltaic/solar and solar water heating systems on new residential construction consistent with local and state regulations. • The City will provide brochures and handouts promoting energy conservation from local utility providers at or near the planning counter. In addition, the City's website will continue to be updated to publicize the availability of the various rebate programs and tax incentives that will reduce the cost of installing energy-saving devices. • The City of South El Monte shall continue to support ongoing programs from SCE and Sempra Energy that promote energy conservation. The programs sponsored by the utility providers include rebates for energy conserving refrigerators, water heaters, and other household appliances.	Progress: • The City continues to update the Zoning Code to ensure consistency with the Los Angeles County Green Building Standards Code (Title 31). The most recent update was 1/28/20020 as part of Ordinance No. 1241. • The City promotes energy conservation through participation in the San Gabriel Valley Energy Wise Partnership. Links include the EASY Residential Energy Assessment, the San Gabriel Valley Commercial Energy Assessment, and SoCalGas residential and commercial rebates and incentives. • The City participates in the SCAQMD Electric Lawn Mower Rebate. • The Zoning Ordinance does not specify whether solar panels are allowable. However, the recently adopted Green Building Standards require that non-residential buildings having more than 2,000 square feet of new (Section 5.211 Los Angeles Green Building Code) and single-family and low-rise multifamily (three or fewer habitable floors) be solar ready.

	- The City of South El Monte will review the Zoning Ordinance to ensure that there are no requirements that are overly restrictive concerning the installation of solar panels. The City will then amend the Zoning Ordinance to ensure that solar panels are permitted in all Zone Districts. - The City will consider reducing processing fees for those building improvements that involve the installation of solar panels. <i>Source of Funding:</i> General Fund <i>Responsible Agency:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing	The City has considered reducing processing fees for those building improvements involving installation of solar in compliance with AB 1414. Effectiveness: The City has been effective in advertising energy conservation programs on the City's website. The City should continue to consider Zoning Code revisions as they relate to promoting energy conservation. Appropriateness: Continue.
	PROGRAM #12 WATER CONSERVATION PROGRAM The San Gabriel Valley Water Company is the local water purveyor that serves the City. The City of South El Monte shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development. The City adopted a water conservation ordinance in conformance with State law. The City will also continue to provide areas for handouts and the posting of information on the City's website concerning the plant materials and techniques for xeriscape landscaping. - The City website was recently expanded to indicate ways residents may reduce water consumption. This website will be maintained throughout the planning period. - The local water purveyors publish a variety of brochures and information guides to help residents conserve water. The guide and brochures will continue to be distributed at City Hall. - Title 24 of the California Building Code requires phasing out older less energy efficient toilets by replacing them with toilets that use only 1.6 gallons per flush. The City	Progress: Chapter 17.25 of the South El Monte Municipal Code sets requirements for water efficient landscaping for residential and nonresidential properties. Links to Save Our Water, SoCal Water Smart, and Be Water Wise are provided on the City's website. Effectiveness: The program lists several opportunities for promoting water conservation on the City's website. The City has been effective in providing information. Compliance with Title 24 is a routine staff function that does not need to be specified as a program. Appropriateness: Modify and continue promoting water conservation through the City website, and guides and brochures at City Hall.

	will continue to ensure that this requirement is being implemented. <i>Source of Funding:</i> General Fund <i>Responsible Agency:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing	
Housing Element Policy 4.1. The City of South El Monte shall continue to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.	PROGRAM #13 FAIR/EQUAL HOUSING PROGRAM This City program is designed to promote equal housing opportunities in South El Monte. The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing. The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Division, City Housing Program Administrator, and Community Services Center (El Monte Office) <i>Implementation Schedule:</i> Ongoing; website information by January 2020	Progress: The City does not provide this information on their website. Effectiveness: The City should also reference resources such as the California Department of Fair Employment and Housing and the Housing Authority of the County of Los Angeles's 2018 Analysis of Impediments of Fair Housing Choice. The program is not effective in identifying opportunities to overcome impediments to fair housing. Appropriateness: Modify to address AB 686 and identify specific opportunities and set objectives for the 6th cycle Housing period to overcome impediments to fair housing.
Housing Element Policy 4.1. The City of South El Monte shall continue to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color, religion, national origin, sex, sexual preference, age, disability, family	PROGRAM #14 RESOURCES FOR PERSONS WITH DISABILITIES The City will continue to encourage equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. The City will provide information about the process on the City's website and public counters as well as information on local and regional resources for persons with developmental disabilities. The City will coordinate with the San Gabriel/Pomona Regional	Progress: The City advertises modifications to policies and procedures on the City's website. Additionally, the City provides the complaint and grievance procedures, which involves the San Gabriel/Pomona Regional Center is not advertised on the City's website. Effectiveness: The program as described is an effective approach to provide residents with resources.

status, AIDS, or other such characteristics.	Center to advertise resources and programs available to residents. <i>Source of Funding:</i> General Fund <i>Responsible Agency:</i> City of South El Monte Planning Division <i>Implementation Schedule:</i> Ongoing; Public information (website and public counters) by June 2020	Appropriateness: Modify to better connect residents and developers to increased accessibility options.
	PROGRAM #15 PUBLIC INFORMATION PROGRAM Public comments and questions received at the July 16, 2019 Housing Element workshop indicated the need for a centralized location for housing information. The City offers a variety of information and referrals at the public counter in City Hall and is currently working on providing additional information, as well as providing links to housing resources on the City website. The City will establish a resources section on its website and provide directions and referrals to the website at the public counters, libraries, and community facilities. Information provided will include housing-related and community development programs that provide resources for or encourage affordable housing for residents and developers. Public input and information events for housing related and community development programs will also be included. Information posted will include both local and regional (county) resources. <i>Source of Funding:</i> Department budget <i>Agency Responsible for Implementation:</i> City of South El Monte Planning Division, City Housing Program Administrator, and Community Services Center (El Monte Office) <i>Implementation Schedule:</i> Website information by Spring 2020	Progress: As of January 2021, the City's Housing Division does not include links to housing-related and community development programs. Effectiveness: While the City has not yet developed a website with these resources, the public comments received in 2019 assisted with a greater understanding of the need of residents. The City provides information at the counter. Appropriateness: Revise and continue. It is recommended to consolidate helpful information in a way that can increase understanding for end-users. Resources for both residents and developers should be provided in a comprehensible manner. The program will be clarified to ensure the differentiation between the need for housing information related to opportunities, processes, and programs for the development of housing; and the need for information related to resources for households that need assistance in finding affordable housing options.

The City of South El Monte included few specific programs to directly address special needs housing. Program 14 was effective in making fair housing information and resources more accessible as well as advertising the complaints and grievances procedures to populations with disabilities. Although there is little mention of programs that directly support the production of housing that accommodates the special needs populations, many programs indirectly support housing for those with special needs. Program 3 of the 5th Cycle Housing Element updated the City's ADU provisions. ADUs can provide opportunities for those with special needs such as seniors or those with disabilities, including developmental disabilities, by creating housing that is in an independent setting while still allowing for support from caregivers who reside on the same lot. Other programs that provide indirect support for those with special needs includes program 5, which supports very low-income families, older adults, and those with disabilities by providing financial support to assist with rent payments. Through Program 6 the City sought grant funding and was awarded funding to assist in the development of housing and services for those experiencing homelessness. The City continued to participate in countywide programs to support lower income households, including those with special needs, as demonstrated in Programs 9 and 10, providing homeownership assistance. Homeownership assistance can free up other funds so that those with disabilities have additional funding to go toward any needed retrofits. Through Program 13 the City continues to contract fair housing services and although the website updates have not yet been completed, the City refers inquires to the fair housing agency. New programs identified in the 6th cycle Housing Element more specifically address housing needs and concerns of special needs populations. These programs include Program 15 to create a portal with resources related to accessibility through things such as home retrofit guides, Program 5 to develop a program that incentives the production of affordable ADUs, and Program 21 to amend the zoning code to permit supportive housing by-right, consistent with the requirements of state law.

Appendix B: Needs Assessment

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EXISTING CONDITIONS

1.1 Overview

This section of the Housing Element provides an overview of the existing housing within the City of South El Monte (City), as well as the projected needs including demographic, housing, and socioeconomic characteristics of the City. This section includes the following:

- *Population Characteristics* describes population growth trends in the City, the age characteristics of the City's residents, and their ethnicity.
- *Household Income Trends* provides an overview of income categories in the City relative to the area median.
- *Employment Characteristics* discusses business sectors and job types prevalent in the City.
- *Housing Characteristics* focuses on trends related to residential development, housing unit types, and housing tenure.
- *Housing Price and Affordability* reviews cost of housing in the City for both owners and renters and discusses prevalence of overpayment.
- *Special Needs Groups* characterizes the need for housing to accommodate households with special needs (i.e., handicapped, elderly, etc.).
- *Affordable Housing* looks at current housing developments that may be at risk for conversion.

1.2 Data Sources

Various sources of information have been consulted in preparing this Housing Element. The 2010 Census provides the basis for population and household characteristics. Where applicable, the following sources of information have been used to supplement and update information contained in the 2000 and 2010 Census data:

- California Department of Developmental Services Quarterly Consumer Report, 2020
- California Department of Finance (DOF) 2010 and 2020 Composition of Housing Stock, 2020
- California Department of Finance (DOF) 2010-2020 E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020
- California Department of Industrial Relations Minimum Wage, 2020
- City of South El Monte COVID-19 Resources for Residents, 2020
- Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), 2013-2017
- HUD Fiscal Year 2020 Income Limits Summary, 2020
- Southern California Association of Government's (SCAG's) Adopted Growth Forecast, 2016

- SCAG's Pre-Certified Local Housing Data for the City of South El Monte, 2020
- U.S. Census Bureau (Census) American Community Survey (ACS), 2019

1.3 Population Characteristics

1.3.1 Population Growth Trends

At the time the City was incorporated in 1958, there were 3,900 residents in the City. According to the most recent Census and State Department of Finance estimates, the City's population grew to 21,204 residents as of January 1, 2020. **Table 1** summarizes the City's growth from 1970 to 2020. Much of the growth that occurred during the 1970s and 1980s was due to both annexations that occurred during that period as well as new residential development. Population growth declined between 2000 and 2010; however, the City's population growth is increasing once again as shown in **Table 1**.

Table 1. Population Trends in City 1970-2020			
Year	Population	Change (No.)	Change (%)
1970	13,443	--	--
1980	15,950	+2,507	+18.6%
1990	20,800	+3,200	+18.2%
2000	21,144	+344	+1.7%
2010	20,116	-1,028	-4.9%
2020	21,204	+1,088	+5.1%
Source: U.S. Census Bureau 1970-2010; CA Department of Finance 2010-2020			

Two key variables generally influence the growth of a population: *immigration* and *natural increase*. Local population growth resulting from immigration is typically influenced by the availability of newly constructed housing (new residents move into the City to occupy the recently constructed owner-occupied and rental units). Population growth due to natural increases is a function of a local population's birth, death, and fertility rates. This latter population growth variable affects the average household size. Either variable, or a combination of both, can contribute to a community's population growth.

1.3.2 Household Size Statistics

The increase in average household size has been a major variable in the City's overall population growth during the past several decades. **Table 2** compares trends in the City's average household size with comparable data for Los Angeles County (County). As indicated in **Table 2**, the average household size for the City has declined slightly since 2000 but remained at an average of 4.41 persons per unit in 2020. Nevertheless, the average household size for the City is substantially greater than that for the County, and overall, the number of persons in a typical household within the City has nearly doubled since 1970.

The most commonly occurring household size is two people (approximately 23 percent of total households) and the second-most commonly occurring household is four people (17 percent of total households). The City has a lower share of single-person households as compared to the SCAG region

overall (approximately 14 percent vs. 23 percent) and a higher share of 7-or-more person households as compared to the SCAG region overall (approximately 8 percent vs. 3 percent).

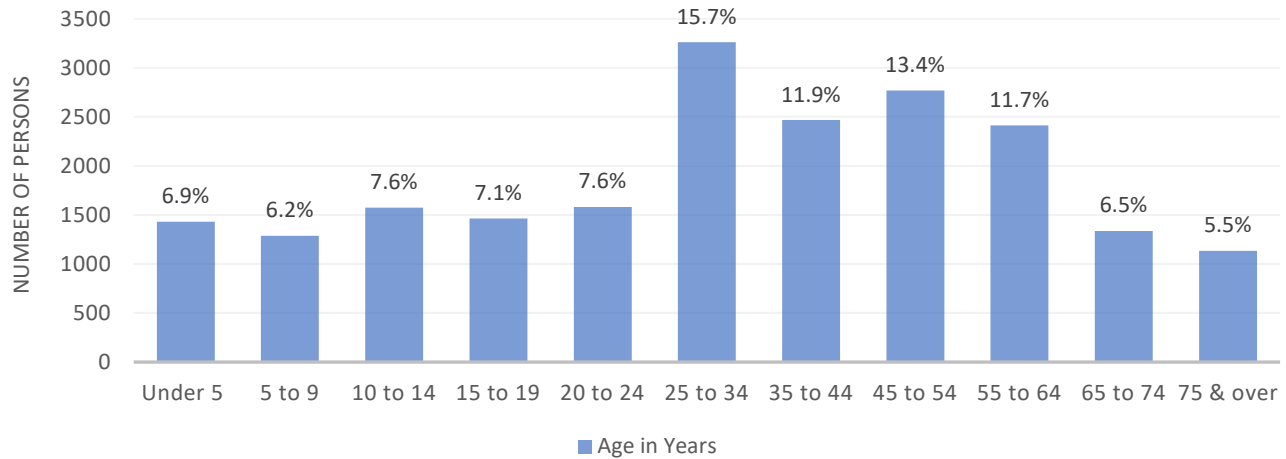
Table 2. Average Household Size (persons/unit)		
Year	County	City
1990	2.92	2.85
2000	2.98	4.57
2010	2.99	4.48
2020	2.96	4.41
<i>Change</i>	<i>0.04</i>	<i>1.56</i>
Source: U. S. Census Bureau and Department of Finance 1990-2010 and 1U. S. Census Bureau and Department of Finance 2010-2020		

1.3.3 Population Age Characteristics

One of the more significant indicators of future potential population growth trends is a population's age characteristics. **Table 3** and **Figure 1** summarize the age characteristics of the City's population according to the 2019 ACS Census data.

Table 3. Age Characteristics of Population (2019)		
Age	No. Persons	% Persons
Under 5 years of age	1,430	6.9%
5-9 years of age	1,287	6.2%
10-14 years of age	1,576	7.6%
15-19 years of age	1,463	7.1%
20-24 years of age	1,582	7.6%
25-34 years of age	3,262	15.7%
35-44 years of age	2,467	11.9%
45-54 years of age	2,768	13.4%
55-64 years of age	2,414	11.7%
65-74 years of age	1,338	6.5%
75 and over years of age	1,134	5.5%
Total	20,721	100%
Source: 2019 ACS 5-Year Estimates DP05.		

Figure 1. Age Characteristics of Population (2019)



According to the 2019 ACS data, the median age of the City’s population is 34.4 years compared to 36.5 years for the County as a whole. However, according to ACS Census data, the median age of City residents has increased by approximately four years since 2010. Between 2010 and 2019, the young adult category (residents between 19 and 39 years old) experienced the greatest percent change with a decrease of approximately nine percent. **Table 4** provides age statistics grouped according to specific age categories (pre-school aged, school aged, young adults, etc.).

Table 4. Age Characteristics, 2019		
Age Category	No. Persons	% Persons
Preschool (under 5)	1,430	6.9%
School-age (5-18)	3,984	19.2%
Young Adult (19-39)	6,519	31.5%
Middle age (40-64)	6,406	30.1%
Seniors (65+)	2,472	12.0%
Total	20,721	100%
Source: 2019 ACS 5-Year Estimates S0101		

According to the 2019 ACS Census data, 26 percent of the City’s population is under 18 years of age. This high proportion of younger residents may explain the City’s relatively large average household size. However, over time, this age group will likely require their own housing as they become young adults. In addition, approximately 30 percent of the population consists of young adults between 20 and 39 years of age. This age group is likely to have a more immediate need for their own housing during the planning period, if they do not already. Another 30 percent of the City’s population is made up of middle-aged adults between 40 and 64 years of age. Young adults and middle-aged groups typically create demand for housing in units large enough to accommodate children (two or more bedrooms). Middle-aged residents typically increase the demand for single-family, detached homeownership opportunities. However, as children leave, they may begin downsizing and shift their demand to other housing types, such as to

condominiums or age restricted communities. Overall, the City's age profile suggests a need for larger, family-sized rentals, and affordable, single-family home ownership opportunities, such as attached single-family homes.

The number of residents 65 years of age or older, totals 2,472 persons according to the 2019 ACS data. This indicates that about 12 percent of the population in the City may have a demand for senior housing during the planning period.

1.3.4 Race and Ethnicity Characteristics

According to ACS Census estimates, approximately 82 percent of the City's population identified as Hispanic or Latino¹ in 2019. Approximately 46 percent of the City's population identified as White, 15 percent identified as Asian, and 36 percent identified as some other race.² **Table 5** indicates the ethnic and racial characteristics of the City's population.

Table 5. Race and Ethnicity (2019)		
Race/Ethnicity	No. Persons	% Persons
Racial Characteristics of South El Monte Residents		
White	9,645	46.5%
Asian	3,039	14.7%
Black or African American	75	0.4%
American Indian and Alaska Native	151	0.7%
Native Hawaiian and Other Pacific Islander	0	0.0%
Other	7,466	36.0%
Two or More Races	345	1.7%
Ethnic Characteristics of South El Monte Residents		
Hispanic or Latino (of any race)	17,060	82.3%
Source: 2019 ACS 5-Year Estimates		

1.4 Household Income Trends

1.4.1 Household Income

The California State Department of Housing and Community Development (HCD) has identified the following income categories based on the Area Median Income (AMI) of Los Angeles County. The AMI for Los Angeles County in 2020 was \$77,300 for a hypothetical family of four.

- Extremely Low-income: households earning up to 30 percent of the AMI
- Very Low-income: households earning between 31 and 50 percent of the AMI
- Low-income: households earning between 51 percent and 80 percent of the AMI

¹ The U.S. Census Bureau defines "Hispanic or Latino" as a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. People who identify as Hispanic, Latino, or Spanish may be any race.

² "Some Other Race" includes all other responses not included in the White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander race categories described above. Respondents reporting entries such as multiracial, mixed, interracial, or a Hispanic or Latino group in response to the race question are included in this category.

- Moderate Income: households earning between 81 percent and 120 percent of the AMI
- Above Moderate Income: households earning over 120 percent of the AMI

According to the ACS Census estimates, the overall median household income for the City was \$52,204 in 2019, the median family income was \$55,104,³ and the per-capita income was \$17,565.

CHAS estimates of households by income category are based on 2013-2017 ACS data and presented in **Table 6**. In 2017, approximately 27 percent of households in the City earned moderate or above moderate incomes, while approximately 25 percent of households had incomes in the low-income level and 48 percent of households had incomes in the extremely low- and very low-income level categories.

Table 6. Households by Income Category in South El Monte (2017)		
Income Category (% of County AMI)	Households	% Persons
Extremely Low (30% AMI or less)	1,295	24.4%
Very low (31 to 50% AMI)	1,260	23.8%
Low (51 to 80%)	1,305	24.6%
Moderate or Above (over 80% AMI)	1,445	27.2%
Total	5,305	100%
Source: Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), 2013-2017		

Overall, approximately 65 percent of households in the City earned less than \$75,000 (close to the AMI of the County). **Table 7** summarizes the annual household income statistics for the City based on 2019 ACS Census estimates.

³ Family income is average for a family of two or more related people (by birth, marriage, or adoption) living in a household. Household income is the average income of all people living in a housing unit.

Table 7. Household Income in South El Monte (2019)		
Income Category	No. of Households	% of Total In the City
Less Than \$10,000	193	3.8%
\$10,000 to \$14,999	227	4.5%
\$15,000 to \$24,999	651	12.8%
\$25,000 to \$34,999	676	12.8%
\$35,000 to \$49,999	722	14.2%
\$50,000 to \$74,999	863	17.0%
\$75,000 to \$99,999	747	14.7%
\$100,000 to \$149,999	652	12.9%
\$150,000 to \$199,999	256	5.0%
\$200,000 or more	85	1.7%
Total	5,072	100.0%
Source: 2019 ACS 5-Year Estimates DP03.		

1.5 Employment Characteristics

The City has 8,967 workers living within its borders who work across 13 major industrial sectors. The most prevalent industry in the City in was Manufacturing with approximately 19 percent of the total jobs in 2018. The second most prevalent employment sector in the City was Education, Health, and Social Services with approximately 17 percent of total jobs, followed by Retail Trade with approximately 12 percent of total jobs and Professional Services with approximately 11 percent of total jobs. During the COVID-19 pandemic, the unemployment rate increased in the City from 4.5 percent in January 2020 to 10.4 percent as of December 2020, according to the Employment Development Department. **Table 8** outlines major employment statistics for specific economic sectors that provided employment to the City's residents in 2018 according to SCAG's Local Housing Data.

Table 8. Employment in South El Monte (2018)		
Business Sector	No. of jobs	% of jobs
Manufacturing	1,729	19.3%
Education, Health, Social Services	1564	17.4%
Retail Trade	1056	11.8%
Professional Services	957	10.7%
Arts, Entertainment, and Food	704	7.9%
Construction	668	7.4%
Transportation, Warehousing, and Utilities	499	5.6%
Wholesale Trade	494	5.5%
Public Administration	281	3.1%
Finance, Insurance, Real Estate	251	2.8%
Information	109	1.2%
Agriculture and Forestry	68	0.8%
Other Services	587	6.5%
Total	8967	100%
Source: SCAG Local Housing Data, 2020		

In addition to understanding the prevalence of industries in the City, the types of jobs residents hold can also be used to analyze employment trends. In the City, the most prevalent occupational category was in Production with approximately 28 percent of total employees in 2018. The second-most prevalent type of work in 2018 was Sales with approximately 22 percent of total employees. **Table 9** summarizes employment occupation in the City by job type in 2018.

Table 9. Employment by Occupation in South El Monte (2018)		
Job Type	No. of Jobs	% of Jobs
Production	2,479	27.6%
Sales	1,953	21.8%
Services	1,762	19.6%
Management	1,631	18.2%
Natural Resources	1,142	12.7%
Total	8,967	100%
Source: SCAG Local Housing Data, 2020		

1.6 Housing Characteristics

1.6.1 Existing Housing Types

According to the California Department of Finance’s Population and Housing estimates, there were 5,012 housing units in the City in the year 2020; see **Table 10**. Of this total, 3,539 units (71 percent) were single-family detached units and 229 units (5 percent) were single-family attached units (town homes and condominiums). Smaller multiple-family units containing between two to four units in a single structure totaled 285 units, approximately six percent of the total units in the City. Larger multiple-family developments, consisting of five or more units in a structure, totaled 509 units or approximately 10 percent of the total units in the City. Finally, there were 450 mobile homes in the City in 2020, accounting for approximately nine percent of the total units in the City. **Table 10** summarizes the City’s 2020 housing stock, broken down by number of units per unit type, according to the California Department of Finance estimates.

Table 10. Type of Housing Stock (2020)		
Unit Type	No of Units	% of Total
Single-Family Detached	3,539	70.6%
Single-Family Attached	229	4.6%
2-4 Units	285	5.7%
5+ Units	509	10.2%
Mobile Homes	450	9.0%
Total	5,012	100.0%
Source: CA DOF E-5 Population and Housing Unit Estimates, 2020.		

Table 11 compares Housing Characteristics between 2010 and 2020 from the California Department of Finance data. As indicated in **Table 11**, there has been a net increase of 443 units in the City recorded over the ten years between the 2010 and 2020, equaling a percent change of approximately 10 percent.

Table 11. Housing Characteristics (2010 – 2020)					
Year	Single- Family ¹	2-4 Units	5+ Units	Mobile Homes	Total
2010	3,599	241	421	450	4,569
2020	3,768	285	509	450	5,012
Sources: CA DOF E-5 Population and Housing Unit Estimates, 2010-2020.					
¹ Includes both single-family attached and detached units.					

1.6.2 Housing Tenure

According to the census, a total of 2,264 occupied units (49 percent) in the city were owner-occupied while 2,356 occupied units (51 percent) were renter-occupied in 2000. This rate has remained relatively stable. According to SCAG's Local Housing Data, approximately 48 percent of the housing units were owner occupied in 2018. The housing tenure trends from 2000 to 2018 for the City are summarized in **Table 12**.

Table 12. Housing Tenure in South El Monte (2000-2018)					
Year	Total Occupied	Owner-Occupied		Renter-Occupied	
		No.	%	No.	%
2000	4,620	2,264	49.0%	2,356	51.0%
2010	4,655	2,503	53.8%	2,152	46.2%
2018	5,161	2,456	47.6%	2,705	52.4%
Source: U.S. Census Bureau, 2000; 2010 ACS 5-Year Estimates DP04; SCAG, 2020					

1.6.3 Existing Housing Vacancy Rates

According to ACS Census data, there was a total of 115 units in the City that were unoccupied, accounting for approximately 2.4 percent of the total number of units in the City in 2010. According to Department of Finance estimates, there were 218 vacant units in the City as of January 2020 with a vacancy rate of 4.3 percent. The vacancy rate for Los Angeles County for the same period was 6.1 percent. In general, an optimal vacancy rate is two percent for owner-occupied housing and four to six percent for rental units in a mature community, which indicates a stable housing market. This level of vacancy is assumed to ensure sufficient residential mobility and housing choice while providing adequate financial incentive for landlords or owners to maintain and repair their homes. Meanwhile, a low vacancy rate can contribute to a reduction of mobility for both potential homebuyers and renters, and also can contribute to higher pricing because of the high demand-low supply ratio. This ultimately affects both the availability and pricing of housing units.

1.6.4 Housing Condition

When looking at data for the conditions of the local housing stock, the most widely referred to variable is the age of housing stock. The use of this information is based on the premise that the older the units, the more likely they are to require some form of repair or maintenance. This is helpful as housing age can be an important indicator of housing condition within a community. For example, housing that is over 30 years old is typically in need of major rehabilitation, such as a new roof, foundation, plumbing, etc. Many Federal and State programs also use the age of housing as one of the factors in determining housing

rehabilitation needs. In the City, approximately 88 percent of the total units are over 30 years and about 70 percent of the total units in the City (3,732 units) are more than 50 years old. **Table 13** provides a summary of the age of housing stock in the City ranging from 1939 or earlier to 2018.

Table 13. Age of Housing Stock (2018)		
Year	No. of Units	% of Total
2014 and later	63	1.2%
2010-2013	0	0.0%
2000-2009	168	3.2%
1990-1999	449	8.5%
1980-1989	440	8.3%
1970-1979	454	8.6%
1960-1969	814	15.3%
1950-1959	1,887	35.6%
1940-1949	702	13.2%
1939 or earlier	329	6.2%
Total	5,306	100.0%
Source: SCAG 2020		

There are several other census indicators that are useful in identifying potential dilapidated units. These indicators include units without heating, units lacking conventional plumbing, or units lacking complete kitchen facilities. The latter variable may also be an indicator of units constructed illegally or of legal second units. According to SCAG's Local Housing Data, 35 of the total housing units (0.68 percent) lacked complete plumbing facilities, 30 units (0.58 percent) of the total housing units in the City lacked complete kitchen facilities, and 162 units (3.14 percent) of the total housing units in the City lacked telephone service in 2018.

Based solely on the age of the housing stock, a high estimate of the number of units in need of rehabilitation is approximately 3,732 units. However regular maintenance and remediation of units suggests that the need for substantial rehabilitation is likely much lower. An analysis of the City's existing code enforcement data provided a more realistic depiction of the City's number of housing units in need of rehabilitation and replacement with an estimate of 732 units. This estimate is likely inflated as well but provides a broad picture of the quality of the existing housing stock.

1.6.5 Overcrowded Housing Conditions

Overcrowded housing units may be an indicator of potential housing problems. When a housing unit is occupied by a large number of persons, housing unit deterioration may be accelerated. According to the census definitions, a unit with more than one person per room is considered to be overcrowded, while housing units containing 1.5 persons or more per room are considered to be severely overcrowded. In this definition "rooms" include living rooms, dining rooms, and bedrooms, but does not include kitchen or bathrooms. While some families with low incomes may willingly opt for overcrowded living arrangements to reduce spending, many lower-income residents often have no choice but to live in overcrowded housing. These overcrowded housing units place a strain on physical facilities and does not provide a satisfying living environment.

Table 14 provides a breakdown of the number of overcrowded units that were identified in South El Monte in 2018. Of the 5,161 total occupied housing units, 271 owner-occupied housing units were identified as being overcrowded (231 units) or severely overcrowded (40 units), approximately five percent of the City's total occupied units. Of the City's total occupied housing units, 720 renter-occupied housing units were identified as being overcrowded (463 units) or severely overcrowded (257 units), approximately 14 percent of the City's total number of occupied units. This may be due to the large average household size of 4.41 persons per unit and a limited supply of housing adequately sized to accommodate a large household without overcrowding.

Table 14. Overcrowded Units in South El Monte (2018)				
Persons/Room	Owner-Occupied		Rental	
1.00 or less	2,185	42.3%	1,985	38.5%
1.01 to 1.50 (overcrowded)	231	4.5%	463	9.0%
1.51 or more (severely overcrowded)	40	0.8%	257	5.0%
Source: 2018 ACS 5-Year Estimates B25014, SCAG 2020.				
Note: 1. This figure refers to the percentage of units in this category compared to the total occupied housing units in the City.				

1.7 Housing Price and Affordability

1.7.1 Housing Costs in the City

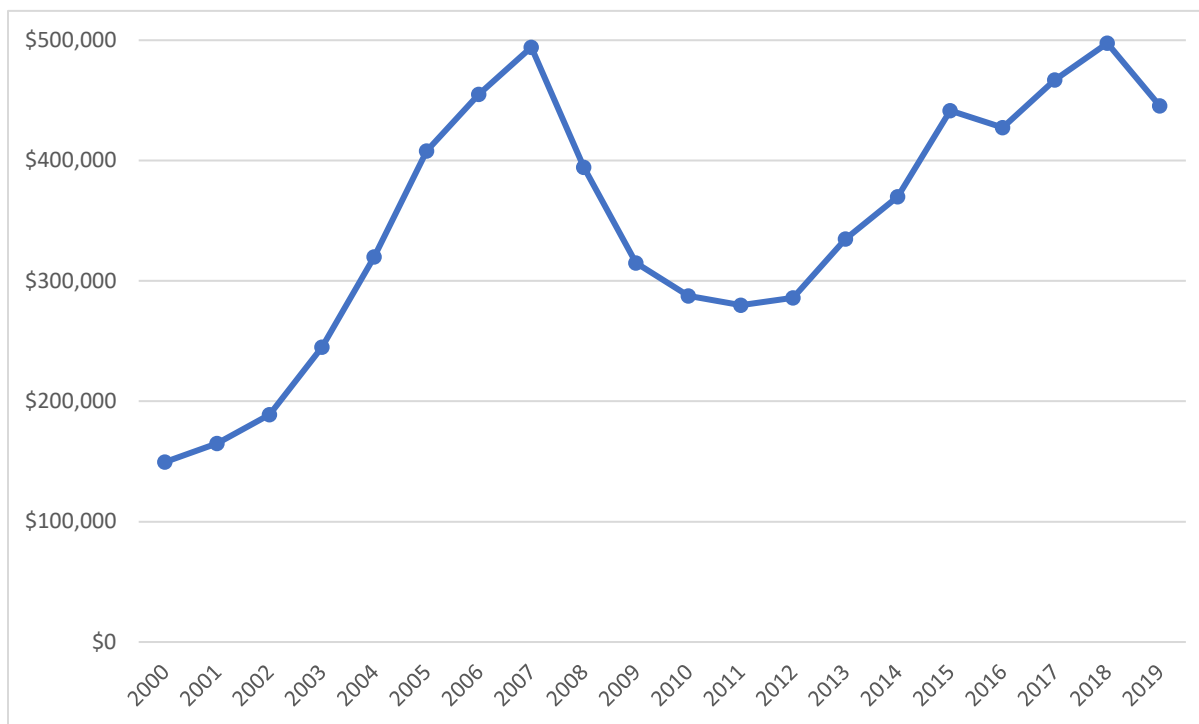
Housing costs in the City, while lower when compared to some other Southern California communities, are still relatively high when taking into account the prevailing wages that local residents typically earn. Approximately 85 percent of the total owner-occupied homes in the City are valued at over \$300,000 dollars, with approximately 31 percent of the total homes valued over \$500,000 dollars. **Table 15** provides the housing values for owner-occupied units in the City in 2019 with a median home value of \$445,500.

Table 15. Housing Values in South El Monte (2019)	
Value (dollars)	No. of Units
Under \$50,000	238
\$50,000 to \$99,000	24
\$100,000 to \$149,999	15
\$150,000 to \$199,000	5
\$200,000 to \$299,000	93
\$300,000 to \$499,000	1,396
\$500,000 to \$999,000	771
\$1,000,000 and above	36
Total	2,578
Median value: \$445,500	
Source: 2019 ACS 5-Year Estimates DP04	

Figure 2 demonstrates median home sale price trends in the City from 2000 through 2019. According to SCAG's Local Housing Data, median home sales prices in the City increased 198% between 2000 and 2019, with median home sales prices in 2018 surpassing record high housing prices during the height of the

housing bubble in 2007. Based on the median home sale price, someone would need to earn \$81,331 per year to afford a house that cost \$497,500, assuming a down payments of 20 percent with a 4 percent interest rate and a 30-year mortgage. Meaning that less than one-third of residents in the City would be able to afford the median sale price.

Figure 2. Median Home Sales Price for Existing Homes in South El Monte (2000-2019)



The HUD-formulated Fair Market Rent (FMR) schedule serves as a guide for the maximum rents allowable for those units receiving Section 8 assistance. HUD uses the Consumer Price Index (CPI) and the Census housing survey data to calculate the FMRs for each area. **Table 16** indicates the Fair Market Rents for one-, two-, three-, and four-bedroom units in Los Angeles County between 1990 and 2020. As shown in **Table 16**, rents in the 1990s remained relatively stable, with small increases for two-, three-, and four-bedroom units. However, in the 2000s, rents almost doubled for all unit sizes and continued to steadily increase between 2011 and 2020.

Table 16. HUD Fair Market Rents Los Angeles-Long Beach SMSA (1990-2020)				
Year	1 Bedroom (in dollars)	2 Bedroom (in dollars)	3 Bedroom (in dollars)	4 Bedroom (in dollars)
1990	\$615	\$715	\$916	\$1,035
2000	\$605	\$766	\$1,033	\$1,233
2010	\$1,137	\$1,420	\$1,907	\$2,295
2011	\$1,173	\$1,465	\$1,967	\$2,367
2012	\$1,159	\$1,447	\$1,943	\$2,338
2013	\$1,101	\$1,421	\$1,921	\$2,140
2014	\$1,083	\$1,398	\$1,890	\$2,106
2015	\$1,103	\$1,424	\$1,926	\$2,145
2016	\$1,154	\$1,490	\$2,009	\$2,227
2017	\$1,195	\$1,545	\$2,079	\$2,303
2018	\$1,284	\$1,663	\$2,231	\$2,467
2019	\$1,384	\$1,791	\$2,401	\$2,641
2020	\$1,517	\$1,956	\$2,614	\$2,857
Source: U.S. Department of Housing and Urban Development, 1980-2020.				

Table 17 summarizes the housing costs by monthly mortgage payments for owner-occupied units in the City. The most commonly occurring mortgage payment (approximately 35 percent of units) for an owner-occupied unit in the City ranged between \$2,000 to \$3,000 per month. The second and third most common mortgage payments (approximately 50 percent of units) ranged between \$1,000 to \$2,000 per month.

Table 17. Housing Costs by Mortgage in South El Monte (2018)		
Mortgage Range Per Month	No. of Units	Percent of Units
<\$500	6	0.4%
\$500-\$1000	111	7.6%
\$1000-\$1500	384	26.5%
\$1500-\$2000	364	25.1%
\$2000-\$3000	503	34.7%
\$3000-\$4000	67	4.6%
>\$4000	16	1.1%
Total	1,451	100%
Source: SCAG, 2020		

Table 18 provides a summary of contract rents per month for South El Monte in 2018. Of the 2,633 occupied units paying rent in the City, the median rent was \$1,256 per month in 2018.

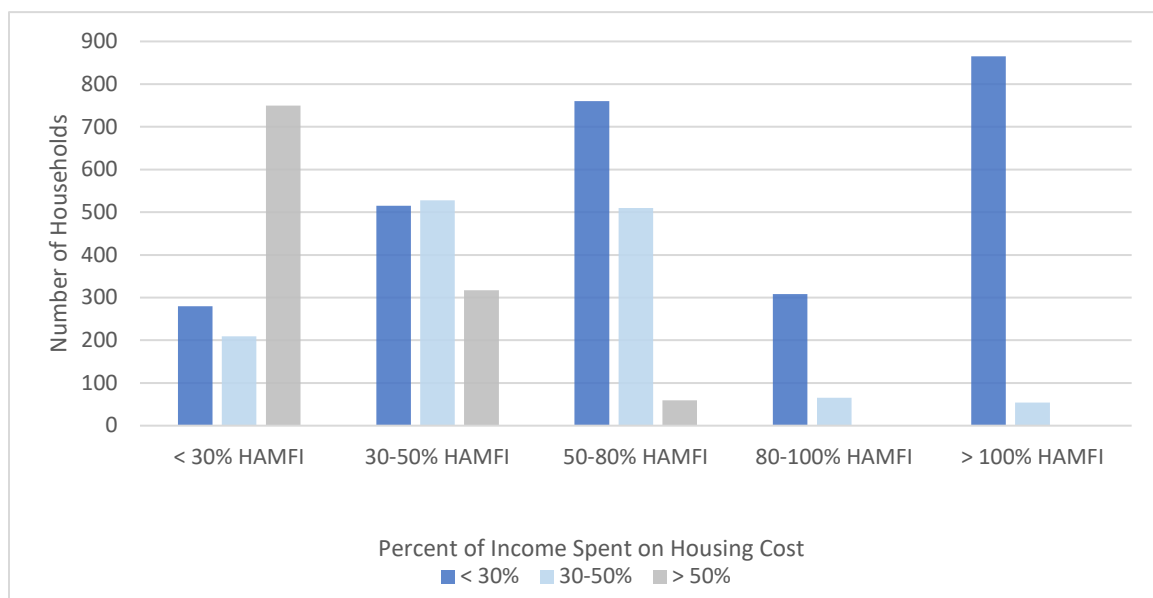
Table 18. Contract Rents in South El Monte (2018)	
Rents/month	No. of Units
Less than \$500	44
\$500-1000/mo.	668
\$1000-1500/mo.	1232
\$1500-2000/mo.	519
>\$2000/mo.	170
Source: SCAG, 2020	

1.7.2 Overpayment for Housing in South El Monte

As noted in SCAG's Local Housing Data, housing cost burden is most commonly measured as the percentage of gross income spent on housing. **Table 19** and **Figure 3** uses the Housing and Urban Development Area Median Family Income (HAMFI) to show the share of income spent on housing cost for households in each HAMFI category.

Table 19. Households by Share of Income Spent on Housing Cost (2016)			
Income	Income Spent on Housing Cost		
	< 30%	30-50%	> 50%
< 30% HAMFI	280	209	750
30-50% HAMFI	515	528	317
50-80% HAMFI	760	510	59
80-100% HAMFI	308	65	0
> 100% HAMFI	865	54	0
Total Households	2,728	1,366	1,126
Source: SCAG, 2020; HUD CHAS 2012-2016			
Note: HAMFI refers to Housing Urban Development Area Median Family Income.			

Figure 3. Households by Share of Income Spent on Housing Cost



As defined by HUD, households spending more than 30 percent of their income, including rent or mortgage payments and utilities, are generally considered to be overpaying or “cost burdened.” Severe overpaying occurs when households pay 50 percent or more of their gross income for housing. Therefore, according to HUD, housing is considered affordable if the cost is no more than 30 percent of a household’s income. Thirty percent is considered a reasonable threshold for households to be able to afford other

expenses, such as transportation, healthcare, groceries, and utilities. As shown in **Table 20**, approximately 2,505 households in the City were considered cost burdened (approximately 47 percent) in 2017, with approximately half of those households categorized as severely cost burden.

Table 20. Housing Cost Burden Owners and Renters (2017)				
Income	Owner	Renter	Total	% of Total Households
Cost Burden < 30%	1,705	1,025	2,730	51.5%
Cost Burden 30-50%	510	770	1,280	24.1%
Cost Burden >50%	270	955	1,225	23.1%
Cost Burden not available	25	45	70	1.3%
Total Households	2,510	2,795	5,305	100%
Source: HUD CHAS, 2013-2017				

Table 21 provides a further breakdown of the percent income spent on rent according to SCAG's Local Housing Data.

Table 21. Percent Income Spending on Rent (2018)	
% of Income Spent	No. of Households
<20%	402
20-30%	532
30-40%	424
40-50%	343
>50%	900
Not Computed	104
Source: SCAG 2020	

For the 1,451 mortgage holding households in the City in 2018, just over half (52 percent or 749 households) are considered cost burdened because they are spending 30 percent or more of gross income on housing costs. **Table 22** illustrates the breakdown of percent income spent of mortgage costs according to SCAG's Local Housing Data.

Table 22. Percent Income Spending on Mortgage (2018)	
% of Income Spent	No. of Households
<20%	363
20-30%	339
30-40%	318
40-50%	136
>50%	295
Not Computed	0
Source: SCAG 2020	

Table 23 shows the percent of income spent on rental housing costs relative to income bracket for households in the City. Of the City's 2,601 renter households for which income data was available, 64 percent of households (1,667) spent more than 30 percent of their income on rent in 2018, and more than half of those overpaying spent more than 50 percent of their income on rent. All renter households that spent more than half of their income on housing made less than \$50,000 per year.

Table 23. Number of Households by Percent of Income Spent on Rent (2018)				
Income Bracket	Percent of Income Spent			
	<20%	20-30%	30-50%	>50%
Less than \$20,000	0	6	58	421
\$20,000 to \$34,999	24	42	223	351
\$35,000 to \$49,999	0	49	350	128
\$50,000 to \$74,999	100	235	122	0
\$75,000 to \$99,999	98	155	14	0
\$100,000 or more	180	45	0	0
Source: SCAG 2020				

Table 24 similarly looks at the percent of income spent on housing costs relative to income bracket for households with mortgages in the City in 2018. All households making less than \$20,000, renter-and owner-occupied alike, are overpaying for housing with the exception of only six households.

Table 24. Number of Households by Percent of Income Spent on Mortgage (2018)			
Income Bracket	Percent of Income Spent		
	<20%	20-30%	>30%
Less than \$20,000	0	0	45
\$20,000 to \$34,999	9	0	189
\$35,000 to \$49,999	0	18	122
\$50,000 to \$74,999	20	50	227
\$75,000 or more	334	271	166
Source: SCAG 2020			

The Federal Department of Housing and Urban Development (HUD) conducts annual household income surveys nationwide to determine a household's eligibility for Federal housing assistance. Based on this survey, the California Department of Housing and Community Development (HCD) developed income limits, based on the Area Median Income (AMI), which can be used to determine the maximum price that could be affordable to households in the upper range of their respective income category. Households in the lower end of each category can afford less by comparison than those at the upper end.

Table 25 indicates the household income limits for the various lower income categories (extremely low, very low, and low) in 2020, as calculated and provided by HUD's 2020 State Income Limits in relation to the County's MFI of \$77,300. These figures are arranged according to the number of persons that comprise a household. For example, as shown in **Table 25**, a household with one person is considered to be low income if the annual household income is \$63,100, while a household containing five persons is considered to be low income if its annual household income is \$97,350. The information included in **Table 25** may be used to determine what percentage of a household's income will be expended monthly for housing without being considered cost burden. For example, a household consisting of three persons with an annual income of \$50,700 ideally should not spend more than \$1,267.50 per month on housing costs. This figure represents 30 percent of that household's annual income.

Table 25. Annual Income Limits for Los Angeles-Long Beach-Glendale, CA Metro FMR Area (2020)			
Household Size	Extremely Low (30%) Income Limit	Very Low (50%) Income Limit	Low (80%) Income Limit
1 person	\$23,700	\$39,450	\$63,100
2 persons	\$27,050	\$45,050	\$72,100
3 persons	\$30,450	\$50,700	\$81,100
4 persons	\$33,800	\$56,300	\$90,100
5 persons	\$36,550	\$60,850	\$97,350
6 persons	\$39,250	\$65,350	\$104,550
7 persons	\$41,950	\$69,850	\$111,750
8 persons	\$44,650	\$74,350	\$118,950
Source: U.S. Department of Housing and Urban Development, State Income Limits 2020.			

1.7.3 COVID-19 Impact on Home Prices

Due to the seriousness of the public-health crisis resulting from COVID-19, there is a lot of economic uncertainty. Southern California, challenged by a pandemic, bought the fewest homes in June 2020 than in any June on record, while record-low mortgage rates helped push the median selling price to an all-time high.

Based on the CoreLogic Home Price Insights report, annual home price growth accelerated to its fastest rate in nearly two years in the summer of 2020 in response to strong purchase demand and sudden wave of relocations made possible by remote work, and historically low mortgage rates falling below 3 percent.

However, the number of sellers remained low in the summer of 2020, while the pool of prospective buyers expanded from the time lost during lockdown as well as attractive, historically low mortgage rates. Without homes for sale, the uneven buyer-seller dynamic led to an extremely competitive and challenging market for homebuyers.

On a nationwide level, the national Housing Price Index Forecast shows annual home price growth slowing through the middle of 2021, reflecting the anticipated elevated unemployment rates. This could lead to an increase of distressed-sale inventory as continued financial pressures leave some homeowners unable to make mortgage payments, especially as forbearance periods come to a close.

The City has implemented resources during the COVID-19 pandemic in an effort to protect vulnerable renter populations. One of the most recent protections was the adoption of an Eviction Moratorium (Ordinance 1244U) amended most recently in October 2020 (Ordinance 1249-U) which provides commercial eviction protections and residential rent deferrals due to the COVID-19 pandemic. This Ordinance expires on March 31, 2021 unless the Governor further extends the Governor's Executive Order N-80-20. Additionally, the City is providing a one-time \$1,000 rent/mortgage assistance grant to residents who have been impacted by the pandemic.

1.8 Special Needs Groups

Local housing elements must include an analysis of special housing needs. Special needs refer to those households that contain the elderly, handicapped, large families, and overcrowded households. The City of South El Monte is dedicated to ameliorating the barriers and specific challenges of its special needs populations. Overall, there is greater need than there are available resources to serve these populations. The discussions below detail different special needs groups and draw conclusions on their housing needs which are paired with policy and programs.

1.8.1 Elderly Households

According to SCAG's Local Housing Data, Federal housing data defines a household as "elderly family" if it consists of two persons, at least one of whom is 62 or over. Typically, elderly persons are retired and have fixed incomes. As a result, these households experience greater difficulty in maintaining adequate living arrangements due to increasing housing costs. Even senior citizen homeowners, who are at an advantage because their housing payments are fixed, are still subject to increasing utility rates and other living expenses. Moreover, many elderly residents may elect to remain in their own homes that are not designed to accommodate their special needs. These challenges may be remedied by making the approval of accessory dwelling units (ADUs), also known as "granny flats", cheaper and easier to permit. Elderly populations could live on the property of their family or caregivers while retaining privacy and independence as well as cut on housing costs. Individuals requiring greater attention may benefit from group housing or assisted living homes. Programs 3, 5, and 21 in the Housing Element outline efforts to make assisted living and 'aging in place' more achievable for elderly households.

According to HUD's CHAS estimates, there was a total of 1,004 elderly households in South El Monte in 2016. Of those total households, approximately 44 percent earned less than 30 percent of the MFI (compared to approximately 24 percent in the SCAG region), and approximately 71 percent earned less than 50 percent of the MFI (compared to approximately 31 percent in the SCAG region). **Table 26** provides a summary of the "elderly family" owner and renter households in South El Monte by income category, relative to the surrounding area.

Table 26. Elderly Households by Income and Tenure (2016)				
Income Category	Owner	Renter	Total	% of Total Elderly Households
< 30% HAMFI	230	215	445	44.3%
30-50% HAMFI	155	120	275	27.4%
50-80% HAMFI	50	30	80	8.0%
80-100% HAMFI	30	4	34	3.4%
> 100% HAMFI	120	50	170	16.9%
Total Households	585	419	1,004	100%
Source: SCAG 2020				
HAMFI refers to Housing Urban Development Area Median Family Income.				

1.8.2 Persons with Disabilities Including Developmental Disabilities

Physical and developmental disabilities can hinder access to traditionally designed housing units as well as potentially limit the ability to earn adequate income. Therefore, persons with disabilities often have special housing needs. Special exterior and interior design features are often needed to accommodate a disabled tenant or homeowner. For example, door frames must be wider to accommodate wheelchairs, ramps instead of stairs are needed, handrails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also need to be within easy reach. The cost for retrofitting an existing structure may cost thousands of dollars and be well beyond the reach of those households with lower incomes. The lack of housing to accommodate a person's physical or developmental disabilities, is even more pronounced when it comes to market-rate rental units. Unless such provisions are made for disabled persons during original construction, such facilities will not likely be provided in a typical rental unit. Moreover, households with members who have a physical or developmental disability are also often occupied by elderly persons. In the City, approximately 45 percent of residents 65 years of age and older had a disability according to 2019 Census estimates.

Disability types include individuals with hearing, vision, cognitive, ambulatory, self-care, or independent living difficulties. Census and the ACS provide clarifying questions to determine persons with disabilities and differentiate disabilities within the population. The ACS defines a disability as a report of one of the six disabilities identified by the following questions:

- Hearing Disability: Is this person deaf or does he/she have serious difficulty hearing?
- Visual Disability: Is this person blind or do they have serious difficulty seeing even when wearing glasses?
- Cognitive Difficulty: Because of a physical, mental, or emotional condition, does this person have serious difficulty concentrating, remembering, or making decisions?
- Ambulatory Difficulty: Does this person have serious difficulty walking or climbing stairs?
- Self-Care Disability: Does this person have difficulty dressing or bathing?
- Independent Living Difficulty: Because of a physical, mental, or emotional condition, does this person have difficulty doing errands alone such as visiting a doctor's office or shopping?

Table 27 indicates the number of disabled persons in the City arranged according to key age groupings in 2019. Of the population of working aged adults (18 to 64 years of age) identified in the 2019 ACS Census estimates, approximately 12 percent were identified as having a disability. The most prevalent disability type for those under 18 years of age is cognitive difficulty, while ambulatory is the most common among the other age groups.

Table 27. Disability Status of South El Monte Residents (2019)				
Disability Type	% of Population with Disabilities			
	Under 18 years of age	18 to 64 years of age	65+ years of age	% of Total Population
Hearing Difficulty	0.9%	0.7%	16.3%	2.6%
Vision Difficulty	0.5%	1.1%	8.0%	1.8%
Cognitive Difficulty	2.9%	3.1%	15.5%	4.7%
Ambulatory Difficulty	1.0%	3.5%	29.9%	6.4%
Self-Care Difficulty	1.3%	1.3%	13.1%	2.8%
Independent Living Difficulty	Not Applicable	2.5%	25.9%	6.3%
Source: 2019 ACS 5-Year Estimates Data S1810				

State law requires that the Housing Element discuss the housing needs of persons with developmental disabilities. The disabilities may include an intellectual disability, cerebral palsy, epilepsy, autism and other developmental disabilities (Welfare and Institutions Code Section 4512). As defined by Federal law, “developmental disability” means a severe, chronic disability of an individual that:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments
- Is manifested before the individual attains age 22
- Is likely to continue indefinitely
- Results in substantial functional limitations in three or more of the following areas of major life activity: (a) self-care, (b) receptive and expressive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, or (g) economic self-sufficiency
- Reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated

The State Department of Development Services (DSS) currently provides community-based services to persons with developmental disabilities and their families through a statewide system of 21 community-based, non-profit agencies known as regional centers. The San Gabriel/Pomona Center serves the City and is one of the 21 regional centers that provides a point of entry to services for people with developmental disabilities. As of December 2020, there were approximately 648 persons in the City who have been diagnosed with a developmental disability and are receiving case management services at the San Gabriel/Pomona Center, including 254 residents between 0 to 17 years old and 175 residents 18 years and older. According to the U.S. Administration on Developmental Disabilities, an accepted estimate of the percentage of the population that can be defined as developmentally disabled is 1.5 percent. This equates to 37 persons from the senior population in South El Monte with developmental disabilities, based on the 2018 ACS Census estimates. While many social service programs for individuals with disabilities are provided through the County of Los Angeles, the City of South El Monte plans to promote and encourage housing which is better suited to the specific needs discussed above. Programs 6, 14, 15, and 21 will make navigating the housing market easier and more affordable while also promoting housing types best suited to fulfill special needs.

1.8.3 Large Families

The term "large family" refers to a family of five or more persons. As defined by HCD, large households are defined as having five or more persons living within the same household. According to ACS Census estimates, there were 1,326 large families living in the City in 2019, making up about one third of the total 4,225 families in the City. This may account for the large average household size of 4.41 persons per unit, which is comparably higher than the County average of 2.96 persons per household. Additionally, about 20 percent (1,036) of the units in South El Monte in 2019 were considered overcrowded (more than 1 person per room). Overcrowding may occur when lower-income residents often have no choice but to live in overcrowded housing to reduce housing costs, or because of limited adequately sized housing supply. It is important to note that one quarter of the large families in South El Monte were below the poverty level (331 families) in 2019 according to ACS Census data.

The City of South El Monte is committed to permitting solutions to allow large families to live together in safe, sanitary, and affordable homes. Large families may live together for a multitude of reasons: cultural norms, multiple dependents, special needs family members, lack of affordable housing options, and more specific circumstances. Housing Element Programs 5, 6, 9, 10, 18, 19, and 21 may connect large families with resources needed to avoid overcrowding and afford another home or make living conditions safe and sanitary.

1.8.4 Female Headed Household and Single Parent Households

According to SCAG's Local Housing Data, there were 5,161 households in the City in 2018. Of those total households, 1,086 of these households (21 percent) were female-headed, compared to approximately 14 percent in the SCAG region. Of those female-headed households, 408 households (approximately 8 percent of the City's total households) had dependent children less than 18 years of age in 2018, and those with children under 6 totaled 84 (approximately 2 percent of total households). According to 2018 ACS Census data, female-headed household tenure was split relatively evenly between owner-occupied and renter-occupied at about 41 percent and 59 percent, respectively. This data is important when considering social service needs, such as childcare, recreation programs, and health care, which are of special concern to these households.

The SCAG report additionally details the poverty status of female-headed households. Of South El Monte's 594 households in poverty in 2018, about half (292 households) were female-headed households. Most of these female-headed households in poverty include children, specifically 251 households, 166 of those with 3 or more children.

In addition to the 408 female-headed households with dependent children under 18 years of age, there were 229 male-headed households with dependent children under 18 years of age in the City in 2018. In total, the male- and female-headed households with no spouse present with dependent children under 18, accounted for approximately 12 percent of the total households in the City.

These households have the extra challenge of raising children while affording housing costs on a single income. In most circumstances, single-headed households with children experience a greater cost than

income ratio. The City of South El Monte can make housing more affordable and encourage mixed-use development which can increase mobility between work, school, home, and social services such as day-care. Programs 2, 6, 9, 10, 14, 18, and 21 seek to minimize the burden on single-headed households.

1.8.5 People Experiencing Homelessness

In December of 1993, the Los Angeles County Board of Supervisors and the Los Angeles Mayor and City Council established the Los Angeles Homeless Services Authority (LAHSA) as an independent, Joint Powers Authority. LAHSA's primary role is to coordinate the effective and efficient utilization of Federal and local funding in providing services to individuals experiencing homelessness in Los Angeles County. To support its mission, LAHSA oversees a comprehensive Point-In-Time count with the most recent being completed in 2020. The 2020 Point-In-Time data estimated that there over 63,000 (sheltered and unsheltered) people experiencing homelessness in Los Angeles County. As of the 2020 survey, there were an estimated 59 unsheltered people experiencing homelessness in South El Monte. Various circumstances that may lead to homelessness include the following:

- The chronically homeless, single adults, including non-institutionalized, mentally disabled individuals, alcohol and drug abusers, elderly individuals with insufficient incomes, and others who voluntarily, or are forced, due to financial circumstances, to live on the streets
- Minors who have run away from home
- Low-income families that are temporarily homeless due to financial circumstances or are in the process of searching for a home (single-parent families, mostly female-headed, are especially prevalent in this group)
- Women (with or without children) that are escaping domestic violence

There are two categories of needs that should be considered in discussing the homeless: 1) transient housing providing shelter and usually on a nightly basis; and, 2) short-term housing, usually including a more comprehensive array of social services to enable families to re-integrate themselves into a stable housing environment. Program 6 from the 5th Cycle Housing Element (See Appendix A) was awarded funding to support people experiencing homelessness through shelter development and funding of support services which are considered successful. The 6th Cycle Housing Element provides programs that addresses both considerations: 6, 7, 11, 14, 15, 18, 22. Currently, there are various shelters available to the homeless in the City and surrounding area. **Table 28** indicates those shelters that provided emergency shelter services to the City.

Table 28. Emergency Shelter Service Providers		
Name of Shelter	No. Beds	Description of Services
East San Gabriel Valley Coalition for the Homeless	--	Family transitional housing for 1-6 months
Union Station Homeless Shelter Adult Center (Pasadena)	56 Beds	Adult Individuals – full services
Union Station Homeless Shelter Family Center (Pasadena)	50 Beds	Families – full services
Catholic Rainbow Outreach (Whittier)	--	Men - drug recovery program
Whittier Women and Children's Crisis Center	--	Women and Children – 45-day emergency shelter
Rio Hondo Temporary Home (Norwalk)	110 Beds	Families - overnight and transportation
Salvation Army (Whittier)	124 Beds	Homeless families and individuals

Salvation Army Bell Shelter	500 Beds	Adult Individuals - Emergency housing and support services
Santa Fe Springs Transitional Living Center (Whittier)	124 Beds	Emergency housing for women and children
Whittier Area First Day Coalition	45 Beds	Adult Individuals - Transitional and permanent supportive housing
El Monte Veterans Village	41 Beds	Supportive living for homeless Veterans in the Los Angeles area.
SPIRITT Family Services South El Monte Family Center	--	Behavioral health and child welfare services.
God Provides Ministry Food Bank (Pomona)	--	Food bank.
El Monte - South El Monte Emergency Resources Association	--	Emergency food and financial assistance, targeted to families with Children.

1.8.6 Extremely Low-Income Households and Poverty Status

Extremely Low-Income Households

Per HCD requirements, local governments must identify those households that are considered to be extremely low income (ELI). ELI households are a subset of the very low-income households and are defined as those households whose incomes do not exceed 30 percent of the county median family income (MFI) according to HUD's income limits. Households included in this category typically represent the lowest wage earners in a community with wages corresponding to the current annual minimum wage of \$14.00 per hour for employers with 26 employees or more, \$13.00 per hour for employers with 25 employees or less (as of January 1, 2021). The annual minimum wage is set to increase by \$1.00 per hour each year until reaching the annual minimum wage of \$15.00 per hour (all employers are set to reach this wage as of January 1, 2023). The annual wage figure cited previously assumes full-time employment.

In 2020, the MFI for Los Angeles County was \$77,300. Extremely low-income households earn less than 30 percent of the County MFI – up to \$23,700 for a one-person household and up to \$44,650 for a five-person household in 2020. According to the Comprehensive Housing Affordability Strategy estimates of households by income category (see **Table 6**), there are approximately 1,295 households (25 percent of total households) in South El Monte (renters and owners) that are extremely low-income.

Based on the assumption that 50 percent of the City's regional housing needs allocation (RHNA) for very low-income households qualify as ELI households, there is a projected housing need for approximately 65 ELI households and 66 very low-income (VLI). Totaling the City's RHNA of 131 units for very low-income households.

Very low-income households are those with an income of greater than 30 percent of the County MFI, but less than or equal to 50 percent of the County MFI - up to \$39,450 and up to \$74,350 for a five-person household in 2020. Lower income households fall between 50 percent and 80 percent of the County MFI – up to \$63,100 for a one-person household and up to \$118,950 for a five-person household in 2020 (see **Table 25** for a full breakdown of State Income Limits for 2020). All of the Housing Element's policy and programs seek to encourage the development of housing units as well as make housing more accessible and affordable for special needs populations.

Poverty in the City

According to the ACS Census estimates, about 16 percent of the total number of families living in the City had household incomes that were below the Federal poverty level in 2019. Of the families with related children under 18 years of age, about 27 percent had household incomes below the Federal poverty level.

The annual income levels that are considered to be below the poverty threshold are defined by Census and other Federal agencies. The threshold limits for varying household sizes for 2019 are summarized in **Table 29**.

Table 29. U.S. Census Bureau Poverty Threshold (2019)	
Family Size	
No. of people in family	% of families below poverty level
2 people	10.4%
3 or 4 people	13.7%
5 or 6 people	26.9%
7 or more people	19.9%
Related children of Householder Under 18 years	
No. of children	% of families below poverty level
No child	4.7%
1 or 2 children	19.0%
3 or 4 children	42.4%
5 or more children	37.3%
Source: ACS 5-Year Estimates S1702	

1.8.7 Farm Worker/Employee Housing

The City is an urbanized community without any active agricultural activities. SCAG's Local Housing Data indicates there were 56 farmworker individuals employed in "farming, fishing, and forestry occupations" in 2020. There is no farmworker-specific housing in the City.

The California Legislature enacted the *Employee Housing Act* (EHA) to provide protection for persons living in privately owned and operated employee housing. The EHA is specifically designed to ensure the health, safety, and general welfare of these residents and to provide them a decent living environment. The EHA also provides protection for the general public which may be impacted by conditions in and around employee housing. Any employee housing that has qualified, or is intended to qualify, for a permit to operate pursuant to the EHA, may invoke the following provisions:

- Any employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation. Employee housing shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling.
- No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling

of the same type in the same zone. According to the State Housing law, employee housing for six or fewer persons must be treated as regular housing.

- The use of a family dwelling for purposes of employee housing serving six or fewer persons, shall not constitute a change of occupancy pursuant to any local building codes.
- Employee housing that serves six or fewer employees shall not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other family dwellings of the same type in the same zone are not likewise subject.
- For the purposes of any contract, deed, or covenant for the transfer of real property, employee housing which serves six or fewer employees shall be considered a residential use of property and a use of property by a single household.
- Each county and city shall permit and encourage the development and use of sufficient numbers and types of employee housing facilities as are commensurate with local needs. This section shall apply equally to any charter city, general law city, county, city and county, district, and any other local public entity.

According to the City, no known employee housing units as defined by the EHA, are located in the City.

1.9 Affordable Housing

1.9.1 Assisted Housing Developments at Risk

Section 65583 of the California Government Code was amended in 1991, requiring an analysis of subsidized units and a description of programs to preserve assisted housing developments. One of the foremost housing problems in the State involves the loss of affordability restrictions on a substantial portion of the government- assisted rental housing stock. Much of this housing is “at-risk” of conversion from affordable housing stock reserved predominantly for lower-income households, to market-rate housing. Several government programs, with different regulatory standards, were used to finance these properties, and thus, the nature of the risk of conversion differs. HUD maintains a list of notices (6 and 12 month) received by the Department pursuant to California’s notice requirements (Government Code Sections 65863.10 and 65863.11). Private owners of assisted multifamily rental housing units who are considering no longer providing rental restrictions and converting restricted units to market-rate units must provide notice to HUD.

According to information provided by HUD, no conversion notices have been filed on behalf of any affordable housing providers in the City. According to information compiled by the California Housing Partnership Corporation (CHPC), there are no affordable housing providers in the City, and therefore there are no at-risk housing developments located in South El Monte. Should future at-risk units be identified in the City, there are a number of housing providers that have been identified by HCD as candidate entities that could assume responsibility for the replacement of at-risk housing units. Examples of these candidate service providers in the area include the following:

- The Community Development and Preservation LLC

- The Community Rehabilitation Services Inc.
- The East Los Angeles Community Union (TELACU)
- FAME Housing Corporation
- Los Angeles Center for Affordable Tenant Housing
- Los Angeles Housing Partnership Inc.
- Los Angeles Low Income Housing Corporation (LALIH)

Appendix C: Constraints and Zoning Analysis

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HOUSING CONSTRAINTS

This section of the Housing Element is concerned with the identification of constraints that may affect the development of housing, especially affordable housing. This analysis of housing constraints considers the following:

- *Governmental Constraints* refers to those regulations, ordinances, and/or controls that may impede the development of new housing or otherwise increase the cost of housing.
- *Market Constraints* refers to those economic and market factors that may affect the cost of new housing development.
- *Environmental Constraints* refers to those aspects of the environment (vacant land, utilities, natural hazards, etc.) that may affect the cost and/or feasibility of development.

Where a constraint to development is identified, a policy response is identified that indicates the actions the City of South El Monte (City) is pursuing, or intends to pursue, as a means to eliminate or reduce the effects of the particular governmental constraint on housing development.

1.1 Governmental Constraints

Local governments may unintentionally affect the cost of housing through land use controls, building codes and their enforcement, fee processing requirements, required on- and off-site improvements, and taxes. For this reason, it is important for the City to review and provide measures to alleviate these constraints, where possible, to decrease their potential to interfere with the supply, distribution, and cost of housing.

1.1.1 Land Use Controls (General Plan and Zoning)

The City of South El Monte General Plan (General Plan) is the primary land use control document. The General Plan is a long-range policy document which serves as a guide to long-term physical development of the community. The City adopted a comprehensive update of the General Plan in 2000. The Land Use Element describes the land use policies and designations used to guide physical development in the City through the location, distribution, and density of uses.

The Land Use Element provides land use categories, three of which are established for residential development, two for commercial, one for industrial, one for public facilities, and one for mixed-use. The three residential designations range from low-density single-family development to high-density multifamily development.

As shown in **Table 1**, the majority of the City's land area where residential uses are permitted by right is designated as Low Density Residential (348 acres), which permits up to eight units per acre. The Medium Density Residential land use designation (162 acres) permits up to 16 units per acre. The Land Use Element also contain a High-Density Residential land use designation that permits up to 29 units per acre, although no areas of the City are currently designated as High Density Residential.

The Commercial-Residential (C-R) zone serves as a “mixed-use” zone, which allows a maximum density of 35 units per acre or up to 100 units per acre when the property does not abut a residential zone. The C-R includes parcels along Garvey Avenue in the northernmost part of the City and along Santa Anita Avenue near SR-60. Typical developed densities in the C-R zone in the past five years (2 projects) have been about 22 units per acre.

A total of 6,951 units are theoretically possible under full implementation of the current General Plan Map (assuming 35 du/acres as the maximum density for the Mixed-Use zone). This figure exceeds the existing number of housing units (5,012 units as of January 1, 2020 according to the State DOF) by 1,939 units. The residential land use designations contained in the South El Monte General Plan, and the associated density standards, are summarized in **Table 1**.

Table 1. Summary of Residential Land Uses Permitted in the General Plan		
Land Use Category	Density (du/acre)	Area
Low Density Residential (LDR)	Up to 8 units/acre	348 acres
Medium-Density Residential (MDR)	Up to 16 units/acre	162 acres
Mixed-Use (C-R)	Between 35 to 100 units/acre	45 acres
Total	—	555 acres
Source: City of South El Monte 2021		

An important tool used by the City in the implementation of its General Plan, is the Zoning Ordinance. Like the General Plan, the Zoning Ordinance (and accompanying zoning map) indicates the location and extent of permitted uses. The Zoning Ordinance establishes additional development standards that further define the type, size, and orientation of development. As indicated in **Table 2**, the City of South El Monte Zoning Ordinance contains four zones which permit residential development, three residential and one mixed-use zones (R-1, R-2, R-3, and C-R). However, it should be noted that there are no properties in the City that are designated as R-2. **Table 2** provides a summary of residential zone district’s development standards including minimum lot area and densities, maximum densities and building height and setback regulations. **Table 3** provides an overview of all residential uses permitted by zoning district.

Table 2. Summary of Residential Zone Districts

Regulation	R-1	R-2	R-3	C-R (Mixed-use)
Min. Lot Area	5,000 sq. ft.	5,000 sq. ft.	11,000 sq. ft.	15,000 sq. ft.
Maximum Density	Up to 8 du/acre	Medium density: 9 to 12 du/acre Low Density: 1 to 8 du/acre	Up to 16 du/acre	Up to 35 du/acre (when abutting a single-family) Up to 87 du/acre (when abutting a multifamily zone) Up to 100 du/ac (when not abutting any residential zone)
Minimum Density	1 du/acre	Medium density: 9 du/acre Low Density: 1 du/acre	1 du/acre	20 du/acre for developments comprised solely as residential
Front Setback	20 feet	20 feet	20 feet	None; 10 feet for residential development only
Interior Setback Abutting Residential				5 feet for one story, 15 feet for two story 25 feet for three to five stories
Side Setback	5 feet	5 feet	5 feet	None, 10 feet for residential development only
Rear Setback	15 feet	15 feet	15 feet	-
Lot Width (interior lot)	30 feet	50 feet	75 feet	100 feet
Lot Depth	none	100 feet	100 feet	100 feet
Max. Building Height	28 feet	25 feet	25 feet	65 feet
Max. Lot Coverage	52%	61%	61 %	61 %
Landscaping	All areas not used for buildings, structures, patios, parking or pedestrian walks shall be landscaped with grass, ground cover or other plantings and shall be provided with an accepted irrigation system (sprinklers, bubblers, or diffuser heads) or hose bibs not over fifty feet from any portion of the planted area.	All areas not used for buildings, structures, patios, parking or pedestrian walks shall be landscaped with grass, ground cover, or other plantings and shall be provided with an accepted irrigation system (sprinklers, bubblers or diffuser heads). Additionally, there shall be provided one hose bib for each three automobile parking spaces.	All areas not used for buildings, structures, patios, parking or pedestrian walks shall be landscaped with grass, ground cover, or other plantings and shall be provided with an accepted irrigation system (sprinklers, bubblers or diffuser heads). Additionally, there shall be provided one hose bib for each three automobile parking spaces.	Minimum 10 percent of lot area
Open Space	Not specified	Not specified	A minimum of four hundred square feet of ground-level common open	Not specified

Table 2. Summary of Residential Zone Districts				
Regulation	R-1	R-2	R-3	C-R (Mixed-use)
			space per dwelling unit shall be provided for all multiple dwellings. This required area may be incorporated in landscaping or recreation areas for use by all residents, except that any multiple residential development of five or more units shall include in its design a formal outdoor recreation area for residents which shall include not less than fifty percent of the required open space. Ministerial approval is provided for development and landscape standards.	
Source: Chapter 17, Zoning, of the Municipal Code				

Table 3. Residential Uses Permitted by Zoning District				
Use	R-1	R-2	R-3	C-R (Mixed-use)
Accessory Dwelling Unit	P	P	P	P
Accessory Building	P	P	P	P
Boarding or Roominghouse			C	
Community Care Facility (6 persons or fewer)	P	P	P	
Day Care Facility, Small (fewer than 8 children)	P			
Day Care Facility, Large (fewer than 14 children)	C			
Dwelling, Single-Family	P	P	P	P ¹
Dwelling, Single-Family Additional ²				
Dwelling, Two-Family		P	P	
Dwelling, Three-Family		P	P	
Dwelling, Multiple			P	
Dwelling, Multiple including senior and affordable housing developments				C
Dwelling, Multiple affordable housing, and single room occupancy with a minimum density of 30 units per acre				P
Emergency Shelter	P	P	P	
Home Occupation	P	P	P	
Junior Accessory Dwelling Unit	P			
Live/work units provided that the commercial portion is an office, retail or service use that is permitted in the C-R zone				C
Manufactured housing (anchored on a permanent foundation)	P	P	P	P ¹
Mobile Home and Trailer ³			C	
Mixed-Use Development with Residential Component				P
Residential Condominiums				
Senior Housing	C	C	C	C
Single Room Occupancy (SRO)				P ⁴
Supportive and Transitional Housing	P	P	P	
Vegetable and Flower Garden		P	P	
Source: Chapter 17, Zoning, of the Municipal Code				
¹ Provided they have a minimum density of 30 units per acre. The minimum number of units on each lot is 16 units per lot.				
² Provided that the lot contains a minimum of 10,000 square feet of lot area and all setbacks, lot coverage limitations, and parking requirements are met.				
³ Mobile home and trailer designed and used for residential occupancy located within a mobile home park legally established prior to January 1, 1980.				
⁴ Permitted with a minimum density of 30 units per acre.				

Allowable Uses by Definition:

- Accessory Dwelling Unit (ADU): Also referred to as a Second Unit is an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
 - An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

- A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- Accessory Building: A portion of the main building or a detached subordinate building located on the same lot, the use of which is customarily incident to that of the main building, or to the use of the land. Notwithstanding the foregoing, the term "accessory building" does not include second units. Where a substantial part of the wall of an accessory building is a part of the wall of the main building, or where the accessory building is attached to the main building in a substantial manner by a roof, such accessory building shall be considered as a part of the main building.
- Boarding or Roominghouse: A building containing a single dwelling unit and not more than ten guest rooms where lodging is provided with or without meals, for compensation. A boarding or roominghouse shall not include rest homes, nursing homes, boarding homes, or homes for the aged.
- Community Care Facility: A facility which provides resident services in a private residence to six or fewer individuals who are not related to the resident household. These individuals are handicapped, aged, disabled, or in need of adult supervision in accordance with their individual needs. This category includes foster or boarding homes for children, group homes, and family homes. "Family or community care facilities" shall be subject to the following conditions:
 - Such facilities shall be permitted only in dwelling units licensed by the State, county or other jurisdiction so authorized;
 - That there be no undue concentration of such facilities in any block or neighborhood when such concentration would become materially detrimental to the public health or safety or to the aims and goals of the program;
 - That the use be so operated as not to constitute a public nuisance.
- Day Care Facility: A location where children less than eighteen years of age are given care, protection and supervision in the care giver's home for periods of less than twenty-four hours per day, while the parents or guardians are away.
- Dwelling, Single-Family: A detached building designed or used exclusively for occupancy by one family and having a kitchen facility for only one family.
- Dwelling, Two-Family: A building designed or used exclusively for the occupancy by two families, living independently of each other and having separate kitchen facilities for each family. The term "two-family dwelling" shall include the term "duplex."
- Dwelling, Multiple: A detached building designed and used for occupancy by three or more families, each living independently of the others and each having separate kitchen facilities.
- Family: As defined by the City of South El Monte Municipal Code, "family" means a reasonable number of persons living together as a single housekeeping unit in a dwelling unit. This definition will be updated as part of Program 3 of the Housing Element to overcome its impediment to fair housing choice.

- **Home Occupation:** Any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which does not change the character thereof. A day care facility shall not be a home occupation for the purpose of this code.
- **Junior Accessory Dwelling Unit (JADU):** A unit that is no more than five hundred square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- **Mobile Home:** A manufactured home, as defined in the South El Monte Municipal Code.
- **Manufactured Home:** A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" shall also include any structure that meets all the requirements of this paragraph except the size requirements if the manufacturer of the structure complies with the statutory certification requirements for manufactured homes and the standards set forth for manufactured homes in the California Health and Safety Code. Manufactured homes are permitted in the R-1, R-2, R-3, and C-R zoning districts in the same manner as stick-built single family residential uses. The City considers manufactured housing units to be a single family dwelling and is therefore permitted in the same zones and manner as single family residential uses. Separately, the establishment or enlargement of any mobile home park requires a conditional use permit
- **Residential Condominiums:** A residential condominium is defined as an estate in real property consisting of an undivided interest in common in a portion of real property together with a separate interest in a space in a residential complex located on such real property. South El Monte allows Residential condominiums are permitted in zones allowing such uses with a conditional use permit.
- **Second Unit:** Also referred to as an ADU. An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling. "Second unit" also includes efficiency units and manufactured homes.

1.1.2 Provisions for Special Housing Types

Community Care Facilities

Community care facilities are defined by Section 1502 of the Health and Safety Code as any facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult daycare, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected

children, and includes residential facilities, adult day programs, therapeutic day services facilities, foster family agencies, foster family homes, small family homes, social rehabilitation facilities, and community treatment facilities. The City permits Community Care Facilities by-right within the residential zones (R-1, R-2, and R-2).

Senior Housing

Senior housing is intended to serve populations 55 years and older for the purposes of facilitating development of quality affordable and market rate housing for seniors. Senior housing is permitted with a conditional use permit in the residential (R-1, R-2, and R-3), commercial (C-R), and commercial industrial (C-M) zones. In addition, site plan review is required for any property located in the improvement district. Developers of senior housing projects must comply with the site character standards outlined in Chapter 17.17.040 of the Municipal Code, including preservation of existing amenities, preservation and incorporation of historic or distinctive structures, and provision of appropriate connective elements (e.g., walkways). Further, developers must comply with development standards governing building setbacks, unit size, minimum dwelling amenities, laundry facility provisions, trash enclosures, parking, landscaping, equipment, utility and mechanical equipment, recreational facilities, lighting, design, security, and maintenance. The City provides various incentives to developers in exchange for senior housing, consistent with those incentives defined by the State density bonus law. Additionally, the City requires at least 25 percent of the dwelling units be available at affordable housing for very-low and low-income households, and at least 40 percent of the 25 percent must be very-low income households. In accordance with Civil Code Section 51.3, a Senior Citizen Housing Development is defined as a residential development developed for, substantially rehabilitated or renovated for, senior citizens that has at least 35 dwelling units. Further, the State defines a senior citizen as a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development. Senior Citizen Housing Developments are eligible for a density bonus in accordance with State density bonus law. Senior housing that meets the requirements under State Density Bonus law are not subject to any local regulations that are more stringent than those requirements set forth in State Density Bonus law. Cities may not have requirements that are more stringent than State law, as such, **Program 3, Zoning Ordinance Amendments to Remove Constraints**, calls for updating the City's density bonus ordinance to comply with the current State Density Bonus Law. As mentioned in the municipal code, senior housing developments require a conditional use permit in all allowed zones. This is a constraint to developers and will be ameliorated through Program 3 in the housing element by removing or mitigating discretionary permit requirements associated with Senior Housing development. Boarding and Roominghouses

Although a boarding and roominghouse may provide housing to unrelated individuals, it is not considered a residential care facility. Boarding and roominghouses are defined as above and are conditionally permitted in the R-3 zone. Design standards are limited to preventing exterior alterations to the residential structure, requiring all parking to be located in the rear yard and consistent with parking requirements for one bedroom, and requiring driveway locations and widths to meet the same standards established by the City.

Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU)

ADUs in South El Monte are allowed on any legal parcel in any R-1, R-2 R-3, and C-R zoning districts subject to development standards identified section 17.38 of the zoning code.

ADU floor area is limited to 850 for one and fewer bedrooms, and 1,000 square feet for two or more. For attached ADUs, the floor area cannot be more than 50 percent of the existing living area of the primary dwelling. Both attached and detached accessory dwelling units shall not exceed the height of the primary residence (two-story limit). In general, ADUs that meet the following criteria are permitted in areas zoned to allow single-family or multifamily dwellings:

- ADU is contained within a legally constructed existing space of the primary dwelling or accessory structure.
- There is an independent exterior access from the existing residence.
- Side and rear setbacks are sufficient for fire safety.
- All applicable building and safety codes are met.
- Only one accessory dwelling unit will exist on the site.

JADUs in South El Monte are allowed when there is an existing or proposed single-family residence on the site. The following standards apply only to junior accessory dwelling units:

- Either the primary residence or the junior accessory dwelling unit must be owner-occupied at all times as required by State law
- The JADU shall not exceed 500 square feet in size and contained entirely within an existing or proposed single-family structure
- There is a separate entrance from the main entrance to the structure.
- There are separate sanitation facilities, or shared sanitation facilities with the existing structure.
- An efficiency kitchen is included.

An additional one parking space is required to be provided on site for the accessory dwelling unit. The on-site parking space required for the accessory dwelling unit may be provided as covered, uncovered, or as tandem parking on an existing driveway. No additional parking space is required for an accessory dwelling unit if it meets any of the following conditions: (1)The accessory dwelling unit is located within 0.5 miles of a public transit stop; (2)The accessory dwelling unit is located within an architecturally and historically significant historic district; (3)The accessory dwelling unit is contained within legally proposed or existing space (i.e. all fully enclosed area, including a garage) of the primary dwelling or accessory structure; (4)When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; (5)When there is a commercial car share vehicle pick-up and drop-off location located within one block of the accessory dwelling unit.

The City adopted the most current ADU regulations into the Zoning Code, as of January 1, 2020, through Ordinance 1242. Since then, several changes to State law have been made to further remove barriers to the construction of ADUs. While the ADU provisions in the zoning code are outdated due to changing State

law, it is the City's policy to permit accessory dwelling units consistent with State law. As part of implementation of **Program 5, Accessory Dwelling Unit Program**, the City will modify the requirements for ADUs to comply with State law including adding provisions for junior ADUs as required by law, such as allowing both JADU's and ADU's on the same lot. Additionally, **Program 5** will require the City to develop a plan that incentivizes and promotes deed-restricted affordable ADUs.

Emergency Shelters

Emergency shelters in South El Monte are permitted by right in the R-1, R-2, and R-3 residential zones (no areas of the City have been so designated R-2 on the land use map). Emergency shelters are subject to the same land use regulations and development standards that apply to all development within the identified districts (e.g., lot size, setbacks, building height, etc.).

Combined, the R-1 and R-3 zone districts make up approximately 510 acres of the City, or 29 percent of land uses. While vacant land is limited in South El Monte, the zones offer ample opportunities for redevelopment of uses for emergency shelters to address the 59 people experiencing homelessness identified in the City in the 2020 LAHSA Homeless count. These areas are located in various parts of the City including along or near (within 1 block) of major transportation/transit corridors such as Santa Anita Ave., Rush St., Peck, Garvey Ave. and Tyler Ave. Transit access along these corridors is provided by both Metro and Foothill Transit. The R-1 zone is also located with easy access from SR-60. **Program 7, Support for Those Experiencing Homelessness**, identifies actions the City is taking to combat homelessness through funding identified through Measure H.

Supportive and Transitional Housing

State law (AB 2634 and SB 2) requires local jurisdictions to address the provisions for transitional and supportive housing and establishes transitional and supportive housing as a residential use. Therefore, local governments cannot treat it differently from other similar types of residential uses (e.g., requiring a use permit when other residential uses of similar function do not require a use permit). The South El Monte Zoning Code lists transitional and supportive housing as a permitted use in the R-1, R-2, and R-3 residential zones. In these zones the uses constitute a residential use, permitted by-right and are subject only to those restrictions that apply to other residential uses of the same type in the same district.

Under AB 2162 and AB 2988, supportive housing meeting specific standards shall be a use by right in all zones where multifamily and mixed-uses are permitted, including nonresidential zones permitting multifamily uses, and in zones where emergency shelters are permitted. Additionally, no minimum parking may be required for units occupied by supportive housing residents if the development is located within 0.5 miles of a public transit stop. **Program 21, Zoning Revisions for Special Needs Housing**, will amend the Zoning Code to permit transitional and supportive housing in the C-R zone, consistent with State laws.

Single Room Occupancy (SRO) Units

State law mandates local jurisdictions address the provision of housing options for extremely low-income households, including Single Room Occupancy units (SRO). SRO units are one room units intended for

occupancy by a single individual. It is distinct from a studio or efficiency unit, in that a studio is a one-room unit that must contain a kitchen and bathroom. Although SRO units are not required to have a kitchen or bathroom, many SROs have one or the other. Currently, the C-R zone allows by-right multifamily residential, affordable housing and SRO with a minimum density of 30 units per acre.

Employee Housing

The California Employee Housing Act requires that housing for six or fewer employees be treated as a regular residential use. This mandates that employee housing shall not be required to apply for any additional permit or process that would not be required of a residential structure in the same zone. The Employee Housing Act further defines housing for agricultural workers consisting of 36 beds or 12 units be treated as an agricultural use and permitted where agricultural uses are permitted. Agricultural uses are not allowed in South El Monte. Currently, employee housing can be built in any zone where residential uses (R-1, R-2, and R-3) are allowed if they meet the development standards in that zone. **Program 21** in the Housing Plan ensures compliance with all applicable requirements related to employee housing applicable in South El Monte.

Low-Barrier Navigation Centers

Senate Bill 48 requires a housing element to allow a low barrier navigation center by-right in areas zoned for mixed-uses (C-R) if it meets specified requirements. A low barrier navigation center is defined as housing or shelter in which a resident who is experiencing homelessness homeless or at risk of homelessness may live temporarily while waiting to move into permanent housing. The City will amend the Land Development Code to ensure that low-barrier navigation centers are allowed as a use by right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses if they meet the requirements of Article 12 (commencing with Section 65660) of Chapter 3, Division 1, Title 7 of the California Government Code (see **Program 22, Low Barrier Navigation Centers**).

1.1.3 Facilitating Affordable Housing

The City provides several mechanisms to maintain flexibility in development standards. This flexibility is an important means to address limitations inherent at a specific site (e.g., topographic, geographic, physical, or otherwise), as well as provide a means to address other goals and objectives of the City, such as providing affordable housing for all income groups.

Density Bonus Ordinance

A density bonus is an entitlement to build additional residential units above the maximum number of units allowed per the Municipal Code in exchange for providing affordable housing as specified by Government Code Section 65915-65918.

For projects consistent with the applicable affordable requirements, jurisdictions must grant one density bonus, and if requested by the applicant, incentives or concessions, and waivers or reductions of development standards depending on the percentage of affordable units. Concessions and incentives include reductions in site development standards or a modification of zoning code or architectural design

requirements, such as a reduction in setback or minimum square footage requirements, approval of mixed-use zoning, or other incentives or concessions which result in actual cost reductions. In accordance with State law, projects that meet the minimum criteria for a density bonus are entitled to at least one concession and may be entitled to as many as four concessions depending on the amount of affordable housing provided.

The City's Zoning Code (Chapter 17.83) outlines the density bonus, and incentives or concessions that are available to affordable housing and qualifying residential projects; however, the City's density bonus ordinance approved in 2014 is no longer in compliance with the State's latest density bonus law.

Under AB 2345 amending code section 35915, which took effect on January 1, 2021, the maximum available density bonus for projects not composed exclusively of affordable housing increased from 35 to 50 percent. To receive the top bonus, a project must comply with unit replacement requirements and set aside at least (1) 24 percent of units for low-income households, (2) 15 percent of units for very low-income households, or (3) 44 percent of for-sale units for moderate-income households. Bonuses between 35 and 50 percent will be granted on a sliding scale, while current affordability requirements to obtain a lesser bonus will remain unchanged. The City's density bonus ordinance does not meet the current State Law maximum density bonus of 50 percent.

Program 3 of the Housing Plan calls for updating the City's density bonus ordinance to comply with the current State Density Bonus Law, including AB 2345 to: (1) increase the maximum amount of density bonuses that must be granted to eligible affordable projects, (2) reduce the percentage of lower income units that must be reserved to receive two or three incentives, and (3) revise the mandatory reductions in parking ratios.

Mixed-Use District

The City permits multifamily housing and mixed-use projects with a residential component in the C-R zone and Santa Anita Corridor overlay district where there is an underlying C-R zoning. Ordinance 1243, adopted April 28, 2020, established the Santa Anita Corridor Overlay Zone, which is subject to the following standards:

- A requirement that residential uses occupy at least 50 percent of the total floor area of a mixed-use project
- Allowed development types will be limited to mixed-use developments and residential stand-alone uses.
- Owner-occupied and rental multifamily residential uses will be allowed by right for developments in which at least 20 percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multifamily residential uses with densities of at least 30 units per acre are allowed by right.

This new overlay encourages the development of affordable housing and a mixed land use pattern along an underutilized commercial corridor in the City.

Design Standards for Development Adjacent to a Single-Family Residential Zone District

The City requires additional design standards for industrial and commercial developments adjacent to single-family residences to ensure a natural transition between uses, these regulations also apply to mixed-use residential developments. Design standards include additional setback requirements, loading areas that are located in a manner to reduce noise, additional landscaping requirements, and screening requirements. Further the City requires performance standards to ensure continued maintenance of the property. Performance standards include: noise level that are not to exceed those noise regulations prescribed by the City, the prohibition of outdoor storage, exterior lighting that protects neighboring properties from direct glare, and other limitations to ensure that noise levels do not exceed those permitted by the City.

The design and performance standards required of mixed-use developments that are adjacent to single family residential uses constrain general nuisances that can be caused by commercial uses. They not only protect those single-family residences but also make the residential portion of a mixed-use development more peaceful for residents that wish to reside in an active mixed-use development.

Lot Consolidation Incentives

Lot consolidation can increase the efficiency of land use and create the critical mass needed for a quality multifamily housing project. The City relies on new development for the consolidation of lots. Thus, the City seeks to promote public-private partnerships in assembling and redevelopment infill parcels. Process for lot consolidation is outlined in Chapter 16.28.010. **Program 8, Lot Consolidation Program**, will commit the City to maintaining an inventory of potential sites to provide developers with information regarding development incentives for affordable units.

Growth Controls or Similar Ordinances

The City has no growth control measures or urban growth limit line. The City has no local ordinances that directly impact the cost and supply of residential development, short-term rental ordinances, inclusionary housing ordinance, or moratoriums on specific development types. (GC 65583(a)(5)).

1.1.4 Development Fees

Like Cities throughout California, South El Monte collects development fees to recover capital costs of providing community services and the administrative costs associated with processing applications. New housing typically requires payment of the following fees: school impact, park in-lieu, sewer and water connection and, building permit; and a variety of handling and service charges. These fees comprise a significant part of housing costs in the City. In addition, subdivisions and multifamily projects may incur the cost of preparing environmental impact reports, traffic studies, soils reports, and filing fees for tentative and final maps. Such fees are typically based on the hourly rates of City employees (including overhead) and the number of hours spent processing the application or performing the associated work.

Pursuant to its Quimby Fee Ordinance, the City charges a park development fee. However, there are no Mello-Roo's fees charged in the City. Building permit and plan check fees are in line with those currently

charged by other jurisdictions in the area. The City's current fees for discretionary development and development impact fees are summarized below in **Table 4**.

Table 4. Current Discretionary and Impact Fees	
Description	Fee
Discretionary Permit Fees	
Conditional Use Permit	\$6,250
Minor Conditional Use Permit (Residential)	\$6,209
Street Closure	\$1,664
Variance	\$6,250
Tentative Tract/Parcel Map	\$6,250
Lot Line Adjustment	\$3,067
District Board Review	-
Determination of Use	\$1,710
Specific Plan	\$6,209
Zone Change	\$6,250
General Plan Amendment	\$6,250
Zoning Regulation Amendment	\$6,250
Specific Plan Amendment	\$6,250
Initial Study/Negative Declaration	\$6,209
Environmental Impact Report (plus actual costs)	\$6,688
Appeal Planning Commission Action	\$2,502
Appeal Design Review Board	\$-
Zoning Compliance Letter	\$105
Time Extension	\$764
Sign Permit	\$105
Banner/Portable Sign Permit	\$52
Fences/Walls	\$52
Home Occupation Permit	\$105
Zoning Map (Actual Costs)	\$105
Filing Permit (per day)	\$1,368
Noticing	\$245
Temporary Use Permit	\$1,273
Development Fees	
Certificate of Compliance	\$-
Park Fee (per square foot)	\$57.49
Mello Roos Fee (None)	\$0
Engineering Fees	
Permit Issuance Fees	\$76
Renewal or Extension of an existing Permit	\$63
Tract Map	\$750
Parcel Map	\$400
Subdivision Improvement Agreement (Tract or Parcel Map)	\$505
Updating City Maps (up to 4 reviews)	\$5,046-\$10,093
Review/Approve As-Built	\$1,009

South El Monte charges various planning and development fees to recoup costs and ensure that essential services and infrastructure are available when needed. South El Monte is sensitive to the issue that excessive fees may hinder development and strives to encourage responsible and affordable

development. In 2017, the City Council adopted a new fee schedule, which reflects minor upward adjustments for some fees. This fee schedule is available on the City's Website As indicated in **Table 5**, the City's fees are compared to those of El Monte, La Puente, and Baldwin Park. Some of the permit fees charged by the City of South El Monte are slightly higher than those of the neighboring communities surveyed, however, most of the fees are generally consistent with the neighboring communities.

The City's current fee structure includes a scaled permit fee structure for Plan Check and Inspection Fees, which are the same for single-family and multifamily developments. The fees for plan checks range from \$28 for projects valued at \$1-\$500 to over \$13,019.93 for projects valued over \$1,000,001. Similarly, inspection fees range from \$32 for projects valued at \$1-\$500 to over \$15,317.56 for projects valued over \$1,000,001. Assuming a 1,500 square-foot unit, the City fees would be approximately \$9,646.41 per unit. This assumes 20 electrical fixtures, five plumbing fixtures and the plan check and inspection fees. The permit fees would equate to about 5 percent of the 1,500 square-foot residential unit with a project valuation of \$197,250.

Table 5. Comparison of City's Permit Fees with that of the Surrounding Cities (2021)				
Permit	South El Monte	La Puente	El Monte	Baldwin Park
Conditional Use Permit	\$6,250	\$4,265	\$2,837.41	\$1,750 deposit +staff time
Variance	\$6,250	\$1,830	\$3,577.69	\$1,330 deposit +staff time
Tentative Tract Parcel Map	\$6,250	\$5,480	\$2,582.03	\$4,080 deposit +staff time
Lot Line Adjustment	\$3,067	\$906	—	\$-
Specific Plan	\$6,209	\$4,712	—	\$2,915
Zone Change	\$6,250	\$10,439	\$5,798.56	\$3,400 deposit +staff time
General Plan Amendment	\$6,250	\$4,300	\$5,798.56	\$3,400 deposit +staff time
Zoning Regulation Amendment	\$6,250	\$5,679	\$13,751.36	\$3,400 deposit +staff time
Sources: City of LA Puente Updated Fee Schedule (Adopted March 12, 2019); City of El Monte Planning Division Fees (Effective July 1, 2020); City of Baldwin Park Planning Fee Schedule (Effective September 15, 2002)				

Conclusion

Overall, planning and process fees charged by the City and impact fees by other public agencies may serve to constrain affordable housing development. Therefore, the City offers technical assistance and regulatory concessions to help facilitate affordable housing development in the City.

1.1.5 Processing Procedures

Site plan review and zoning case processing can be an unnecessarily lengthy, cumbersome process which delays the development of housing and increases costs. The City's policy is to discourage the backlog of such cases. The environmental review process is required for those project's that require some form of discretionary review (variances, Zone Changes, General Plan Amendments). The City's building plan check for new construction averages approximately 3 to 4 weeks. The length of time between project approval and request for a building permit is 2 to 3 months. More complex or larger projects or those requesting a deviation from the Municipal Code or a request for a variance may take longer (1 month longer approximately).

Ministerial permits, also known as by-right permits, involve application of standards and criteria found in the Municipal Code. As previously shown in **Table 2**, single family development proposals are permitted ministerially in zones that allow residential uses (R-1, R-2, R-3, C-R). Multifamily development proposals are permitted ministerially in the R-2, R-3, and C-R zones. ADUs are permitted ministerially within the R-1, R-2, and R-3 zones. Manufactured/mobile homes are permitted ministerially in the R-1 zone. Ministerial permits must follow the applicable building, zoning, and development regulations, as specified in the Municipal Code. A site plan review and certifications of plans is required prior to issuance of building permits. The typical timeframe of approval for a multifamily development takes only the length of time for a plan check, which ranges from 3 to 4 weeks. However, when development proposals do not meet the requirements of the City's Zoning Code or other applicable regulations such as the Building Code, or when the project is more complex and requires multiple reviewing disciplines the process can take longer ranging anywhere from between 3 to 6 months.

In addition, California Senate Bill 35 (SB 35) creates a new streamlined approval process for multifamily residential projects in cities and counties not meeting their Regional Housing Need Allocation (RHNA) goal. The new project streamlining applies in jurisdictions not on pace to meeting their goal for construction of above moderate-income housing and/or lower income housing (the sum of the very low-income and low-income categories). SB 35, which took effect January 1, 2018 requires local entities to streamline the approval of certain housing projects by providing a ministerial approval process (no CEQA), focused design review, and remove or lower parking requirements. This is a voluntary program that a project sponsor may elect to pursue, provided that certain eligibility criteria are met. On September 28, 2020. Assembly Bill (AB) 831, was passed which clarifies that a development subject to the streamlined, ministerial approval process created by SB 35, and the site on which it is located, must be zoned for residential use or mixed-use development and at least two-thirds of the square footage of the development must be designated for residential use. The City does not have a current process to accommodate SB 35 streamlined applications. To ensure that SB 35 streamlining process is readily available to interested developers and/or property owners, **Program 28** in the Housing Plan includes an action to establish a streamlining process for qualifying SB 35 housing developments.

Discretionary permits involve additional project review by City staff and review against applicable policies. Discretionary permits are required for a conditional use permit, subdivision, zone change and general plan amendment, and variance. A Conditional Use Permit (CUP) is required for a specific land uses, reference must be made to the zoning ordinance. Senior housing is conditionally permitted in the R-2 zone. Boarding or roominghouses, senior housing, and mobile home parks are conditionally permitted in the R-3 zone. Live/work units, and multiple residential with senior and affordable housing are conditionally permitted in the C-R zone. Prior to approval of a discretionary action permit, a determination must be made by a decision-making body that the permit meets the required findings. Therefore, discretionary permit reviews typically take longer to process than ministerial (by-right) reviews and can be costlier due to staff review costs charged to the project application (see **Table 3**).

The specific process procedures for CUPs (Chapter 17.86 of the Municipal Code), zone change and general plan amendments (Chapter 17.66 of the Municipal Code), and variances (Chapter 17.70 of the Municipal Code) are described, below.

Conditional Use Permit

The purpose of the CUP is to afford the commission the opportunity to review proposed uses, structures, or facilities, which could have an adverse effect upon the surrounding area and to place such reasonable conditions upon these uses and developments as to make them more compatible with their surroundings. A CUP is required for any use within a zone district that is designated as a conditional use. When it is determined that a CUP is required, the application and accompanying exhibits, maps, or documents must be made available to the planning commission. At the time the application is submitted, a fee, established by written resolution of the City Council, shall be made (see **Table 3**). Upon receipt of the required application and fee, the Planning Commission will set a hearing date. The Planning Commission is required to make findings that the proposed use will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. If it fails to make these findings, the request shall be denied. The Planning Commission may grant, conditionally grant, or deny a conditional use permit based on the required findings, on evidence presented by the staff report, the public hearing, or upon its own study and knowledge of the situation. The Planning Commission may attach such reasonable conditions of approval as it deems are necessary. Within 10 days following the planning commission's decisions, the applicant must be notified in writing. If approved, the CUP will become effective within 14 days following the Planning Commission's approval.

The applicant or any other person aggrieved by the commission's decision may appeal to the City council in accordance with the City's Municipal Code. Unless otherwise specified, the CUP, if not utilized within twenty-four months from the effective date, shall be deemed null and void. The abandonment or nonuse of a CUP for 3 consecutive months or for 6 months during any calendar year, shall terminate the conditional use permit. If the conditional use permit is not utilized within the 24-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the community development director.

Zone Change and General Plan Amendments

When necessary, the City Council may amend zoning regulations. Proposed amendments must be reviewed by the Planning Commission for consistency with current City policies and plans prior to consideration by City Council. The planning commissions must hold at least one public hearing on all text amendments and property rezoning proposals. The Planning Commission may disapprove, continue to a later meeting, or recommend approval of a text amendment or property rezoning to City. The applicant, or any interested party, may appeal the decision of the planning commission to the City Council in accordance with applicable provisions of the Zoning Code. The City Council must hold at least one public hearing on each planning commission recommendation to amend the text of this title or to reclassify property. Text amendments and zoning decision of the Planning Commission may be modified, approved, disapproved, continued to a later meeting, or returned to the Planning Commission for further study and recommendations. The City Council's decision must be based on the required findings discussed in the Zoning Code. The City Council's decision to approve a text amendment or rezoning shall become effective thirty days from the date of adoption of the ordinance approving the change. All other decisions shall become effective 14 days after approval. Reclassification shall not be reconsidered within 1 year from the

date of the last official action taken unless the submittal is first approved by the Planning Commission or City Council.

Variances

Variances from the terms of the Zoning Code are granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the provisions of these regulations deprives such property of privileges enjoyed by other property in the vicinity and under the identical zoning classification. No variance shall be granted by the planning commission unless findings identified in Chapter 17.70 of the City's Municipal Code, are made. An application for a variance must be filed with the planning commission, along with documentation to assure the fullest practical presentation of facts for the public record. Upon filing a variance application, planning commission will set a date for a public hearing. If, from the application and facts provided, or by investigation, or at the direction of the Planning Commissions, findings pursuant to Chapter 17.70 are made, the planning commission may grant the requested variance. If the Planning Commission fails to make the required findings, the application shall be denied. The Planning Commission may attach such reasonable conditions to the approval as it deems necessary. If the variance is not utilized within the twenty-four-month timeframe, the applicant may apply for an extension before the expiration of the permit on a form approved by the community development director. Within 10 days following the Planning Commission's decisions, the applicant must be notified in writing. The variance authorized or granted will become effective 14 days from the date the determination is made, during which time a written appeal from the decision may be taken to City Council by the applicant or person aggrieved by the determination. Where the City established density minimums for sites identified in the 5th cycle Housing Element, requests to build at densities below the density minimum would be subject to a variance. For the 6th cycle Housing Element, any development that proposes densities below what is identified in the Sites Inventory will trigger the City's no-net-loss program (**Program 24**) where they City will evaluate remaining capacity before approving such a development proposal. Further, any redevelopment of existing residential units would prompt the enforcement of the City's replacement requirements program (**Program 20**) to further ensure that the City's housing stock remains.

Processing Times

For development projects, potential delays in processing development applications and plans can increase holding costs considerably. To reduce potential delays, the City of South El Monte's development process has been designed to accommodate applications in a timely manner in an attempt to minimize this risk. **Table 6** provides approximate timelines for typical development approvals within the City.

Table 6. Permit Processing Times	
Type of Application	Processing Timeframe
Environmental Impact Report	6-12 months
Negative Declaration	3-4 months
General Plan Amendment	3-4 months
Zone Change	3-4 months
Tentative Parcel Map	3-4 months
Tract Map	3-4 months
Conditional Use Permit	3-4 months
Variances	3-4 months
Design Review	2-3 weeks

1.1.6 Development Standards

Building Code Requirements

The City has adopted the 2019 California Building Code by reference to the County of Los Angeles codes, which establishes minimum construction standards as applied to all residential buildings. The County adopted the 2019 California Building Standards Code, which includes the 2019 Building Code, 2019 Electrical Code, 2019 Plumbing Code, 2019 Mechanical Code, 2019 Residential Code, 2019 Green Building Standards Code, and the 2019 Existing Building Code. The 2019 California Building Standards Code establishes standards and requires inspections at various stages of construction to ensure code compliance.

County of Los Angeles modifications to the California Building Code, Plumbing Code, Mechanical Code, Electrical Code, Existing Building Code, Residential Code and Green Building Standards Code are reasonably necessary because of local climatic and geological conditions. The local climate is characterized by hot, dry summers, often resulting in drought conditions, followed by strong Santa Ana winds, often resulting in hazardous fire conditions, and heavy winter rains, often resulting in expansive soil conditions. Other modifications are administrative in nature and are necessary to allow the uniform application of the codes. And further modifications are less restrictive than the California Building Code.

The City is located within a seismically active region that required additional development standards and requirements to mitigate the damaging effects of ground shaking. Amendments allow the City to maintain the same level of seismic and wind resistance for high rise, tilt up and poured-in-place concrete buildings as with the previously adopted codes. Relevant examples of local amendments to the Building Code adopted by Los Angeles County include the following: the restriction of wood shingles and wood shakes as roof coverings in any Fire Hazard Severity Zones; additional requirements for structures assigned to Seismic Design Category D, E, or F, wood diaphragms supporting concrete or masonry walls; special inspections are not required for detached one or two-family dwellings not exceeding two stories above grade plan, provided the structure is not assigned to Seismic Design Category D, E, or F and does not have horizontal or vertical irregularities; permanent wood foundation systems and prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E, or F; and retaining walls assigned to Seismic Design Category D, E, or F shall not be partially or wholly constructed of wood. Additionally, the County has further amended the code to extend the amount of time before a

permit that is issued by the Building Official will expire from 180 day to 12 months from the date of permit issuance, increasing flexibility as outlined in the Building Code requirement. Other modifications are of an administrative or procedural nature. While Building Code requirements can increase the cost of construction and act as a constraint to the development of housing, the adopted amendments are found by the City to be reasonably necessary to safeguard life and property within South El Monte.

Code Enforcement

The City uses Code Enforcement Officers to assist in the identification of substandard housing, and to promote property maintenance in accordance with the City Zoning and Building ordinances and State and County Health Codes. The code enforcement division receives and investigates complaints regarding alleged violations of the municipal code such as property maintenance violations, private property parking violations, zoning violations, illegal vendors, yard sales, commercial and industrial violations, licensing and permit compliance issues, sign codes, etc. Due to budgetary limitations, the Code Enforcement efforts must largely react to complaints received versus acting proactively. Requests are made through City's website or by calling.

The City may in the future initiate a program where existing housing units are inspected when they are resold. At this time, resources to undertake such a program are extremely limited. However, the City has applied for a grant to fund an Owner-Occupied Rehabilitation (OOR) program, which would provide eligible and qualified borrowers with 30-year, deferred-payment loans. The program will aim to preserve the quality and value of the City's housing stock by assisting extremely low, very low, and lower income homeowners with a loan for home improvement in order to rehabilitate their home. Some of the repairs that may be permitted under this program include, but are not limited to, roof replacement, exterior painting, new windows, landscaping, and plumbing repairs and replacement. As part of this program, Code Enforcement would coordinate distribution of Homeowner Rehabilitation Assistance program funding with code enforcement case data to assist eligible households.

Site Improvements and Dedications

Site improvements and property dedications are important components of new development and contribute to the creation of decent housing. Housing construction in South El Monte is subject to a variety of site improvement and building code requirements that add to the cost of development. Developers are generally responsible for covering the full cost of water, sewer, road, and drainage improvements within their projects. All new construction in the City is required to install all public improvements in accordance with the City standards and specifications on file with the City unless all such public improvements already exist along the applicant's street frontage (Municipal Code Section 12.08, Public Improvements Affecting Roadways).

Typical off-site infrastructure improvements for new projects include constructing new streets, which include undergrounding of utilities, parkway landscaping, curbs, gutters, sidewalks, and street lighting that are in compliance with standards as defined in the General Plan and the Municipal Code. Local streets require a dedication of 50 feet with a curb-to-curb width of 36 feet. Residential collectors require a dedication of 60 feet with a curb-to-curb width of 40 feet.

As stated in the Municipal Code (Section 16.12, Design and Improvement Requirements), site improvements for residential subdivisions include:

1. Fire hydrants
2. Landscaping
3. Public utility connections, including electricity, gas, water, sewer, storm drain, and telecommunications services shall be designed and installed for each parcel
4. Street lighting

Parking Requirements

City parking standards for residential developments are tailored to vehicle ownership patterns associated with different residential uses. While these standards may affect development costs, they are considered necessary to assure certain quality standards for multifamily housing. The Zoning Code allows for significantly reduced parking standards for senior housing and affordable housing. Parking requirements for residential uses in South El Monte are summarized in **Table 7**.

Table 7. Parking Requirements for Residential Land Uses	
Land Use Category	Required Parking
Single-Family Dwelling	Two standard spaces within a garage
Duplex (Two-Family) or Triplex (Three-Family) Dwelling	Two standard spaces per dwelling unit within a garage
Multiple Dwelling	Two standard spaces per dwelling unit with a garage, plus one guest parking for every four units. ¹
Mobile Home Park	Two standard spaces for each mobile home site or space. The parking may be tandem. One additional space per each five mobile home sites or spaces shall be provided for guests.
Senior Housing and Very Low/Low Income	0.5 spaces per unit
Accessory Dwelling Unit (ADU)	One parking space shall be provided on site. No additional parking space is required for an accessory dwelling unit if it meets any of the conditions in Section 17.38.050(15).
Mixed-Use Development (with residential component)	Based on outcome of parking demand study

1. The parking requirements for Multiple Dwelling projects is a constraint to development potential and will be addressed by Program 3 in the housing element.

The City will be undertaking focused updates of the zoning ordinance to conform to State law and to remove governmental and non-governmental constraints on the development of housing. As part of that effort, the City will evaluate, and modify if necessary, parking standards to ensure that they do not constrain the development of housing, specifically multifamily housing (**Program 3**). Additionally, **Program 3** will identify funding opportunities for the development of a parking study to inform opportunities for reduced parking requirements along corridors with bus routes.

1.1.7 Constraints on Housing for Persons with Disabilities

Development of Housing

Disabled persons have special needs when it comes to housing. Often, households containing one or more disabled person are also occupied by elderly persons. Additionally, residential care facilities and other specialized housing supports those with disabilities or special needs. These are discussed further in Section 4.1.2. In zones that allow residential uses, senior housing is conditionally permitted in the R-2 and R-3 zone. Transitional housing and residential care facilities with 6 persons or fewer are permitted in the R-1, R-2, and R-3 zones. Requirements for discretionary permits and community noticing requirements may pose constraints to development.

The City adheres to all equal housing requirements and promotes adherence to such laws in the City.

- The City abides by State requirements that govern group homes and supportive housing. Group homes and supportive housing are permitted in all residential zone districts. There are no development standards or other requirements beyond those that may be required for any State licensing.
- Effective January 1, 2019, AB 2162 (Supportive Housing Streamlining Act) requires supportive housing to be considered a use by-right in zones where multifamily and mixed-uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development meets specified criteria. The law prohibits the local government from imposing any minimum parking requirement for units occupied by supportive housing residents if the development is located within 0.5 miles of a public transit stop. AB 2162 also require local entities to streamline the approval of housing projects containing a minimum amount of Supportive Housing by providing a ministerial approval process, removing the requirement for CEQA analysis and removing the requirement for Conditional Use Authorization or other similar discretionary entitlements. As part of **Program 21**, the Zoning Code will be revised to permit supportive housing in the C-R zone by-right.
- The City's Zoning Ordinance does not restrict occupancy of housing units through a restriction of occupancy to family members. As indicated previously, the City adheres to all equal housing requirements and promotes adherence to such laws in the City.
- The City is required to comply with all pertinent State laws regulating a "permitted-by-right" designation of licensed residential care facilities with fewer than six persons in all residential zones. The State has removed any City discretion for review of small State-licensed group homes for persons with disabilities (six or fewer residents). For this type of use, the City does not impose additional zoning, building code, or permitting procedures other than those allowed by State law. **Program 3** of the Housing Elements commits to revisions to the Zoning Code to permit and site group care facilities for 7 or more persons in a manner that does not pose a constraint to the development of this use.
- The City has adopted the State Uniform Building Code (CBC), which establishes minimum construction standards as applied to all residential buildings. No local amendment has been

made to that Code. The City also allows residential retrofitting to increase the suitability of homes for persons with disabilities in compliance with accessibility requirements. Such retrofitting is permitted under the 2019 California Building Code (there are no local amendments to the CBC). Further, the City works with applicants who need special accommodations in their homes to ensure that application of building code requirements do not create a constraint.

Reasonable Accommodations

Special interior improvements are often needed to accommodate a disabled tenant or homeowner. For example, door frames must be wider to accommodate wheelchairs, ramps instead of stairs are needed, hand rails in bathrooms need to be installed, cabinet doors must be accessible, and light switches and other devices also need to be within easy reach. Unless provisions are made for disabled persons during original construction, such facilities will not likely be provided in a typical rental unit.

As indicated in the Existing Conditions Report, there are a large number of households in the City that include at least one member that has a disability. Not all of the disability categories require physical alterations to the housing unit to better accommodate the disabled resident. However, many residents will benefit from specific improvements that would better accommodate a disabled person. The City is required by the Federal Fair Housing Act and the California Fair Employment Housing Act to provide a process for consideration of reasonable accommodation requests. A deviation process is available to applicants for circumstances where the existing zoning regulations would preclude residential development for persons with disabilities. The City is committed to providing reasonable accommodations to policies and programs to ensure that persons with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. **Program 15, Resources For Persons With Disabilities**, focuses on encouraging equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. Improvements may be approved by the Community Development Director as long as a number of findings may be made.

- The request for reasonable accommodation must be used by an individual with a disability protected under fair housing laws.
- The requested accommodation is necessary to make housing available to an individual with a disability protected under fair housing laws.
- The requested accommodation would not impose an undue financial or administrative burden on the City.
- The requested accommodation would not require a fundamental alteration in the nature of the City's General Plan and Zoning Ordinance.

The City's Zoning Ordinance and other regulations governing housing do not preclude or discourage housing that promotes reasonable accommodation.

1.2 Non-Governmental Market Constraints

There is little land in the City available for new construction. Also, in most instances, parcels are divided into small lots or have irregular-shaped lots that make residential development difficult. This section identifies those market factors and other financial factors that may affect the cost of new housing.

The City has investigated the potential of offering developers incentives to mitigate some of the high costs of development. Unfortunately, the City has been unable to identify any factors subject to local control related to land, fees, labor, materials, and/or financing that would significantly reduce the cost for housing. However, the City can support the production of affordable housing through land use incentives such as the State Density Bonus law and mixed-use designations that offer higher allowable densities which can aid in reducing costs for affordable housing. While the State of California and County of Los Angeles both provide a range of financing opportunities for low- and moderate-income homebuyers, there are no city programs that directly support homebuyers' financing. The City is committed to continue participating in regional and state programs that address non-governmental market constraints. Program 11 of the Housing Element, First-Time Homebuyer Programs involves promoting these external programs and resources on the City's website.

1.2.1 Cost of Land and Construction

According to a 2014 study commissioned by California's four State-level housing agencies—the California Tax Credit Allocation Committee (TCAC), the California Debt Limit Allocation Committee (CDLAC), the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA)—local and development-specific factors such as the type of housing (e.g., family units, special needs housing, single room occupancy), land availability and affordability, community opposition, materials costs and local building requirements (e.g., parking, design, density, quality and durability) all influence development costs for affordable housing. Land, construction, and financing costs represent the most significant non-governmental constraints in the production of housing for most income groups in South El Monte.

Land costs within the City are increasing due to the built-out nature of the City and limited availability of land. Depending on location and desirability of the site, the cost for land in the area ranges from a low of \$10 per square foot to a high of approximately \$65 per square foot. Prior to the Redevelopment Agency being disbanded, they purchased a 4.8-acre site within the Santa Anita Avenue mixed-use area for \$31.08 per square foot. Land values can vary depending on location, proximity to infrastructure and amenities, zoning and development potential, and availability of land in the area. Land costs for residential developments are often passed along to the consumer in the form of rent prices or home sale price. Residential land prices in many areas have risen sharply since 2012. According to Harvard's Joint Center for Housing Studies, the price per acre in Los Angeles County increased from \$1,045,700 in 2012 to \$2,006,800 in 2017, an approximate 92 percent increase.

Purchasing land accounts for roughly 10 to 20 percent of total development costs for a typical multifamily project. Land in high-resource areas with access to infrastructure, desirable land uses, and other community amenities costs more due to a higher demand. While affordable housing developers typically

work with local governments to develop affordable housing, there are limited resources available for the construction of affordable housing. To supplement the shortage of funding and tax-credits, it is necessary for the City to offer incentives to market-rate developers to provide affordable housing units. The median total development costs for affordable housing projects in Los Angeles County increased from \$275,305 to \$434,823 per bedroom between 2013 to 2019. This is reflected in recent statistics that indicate that the Southern California area is now the most expensive housing market in the country. The City has been unable to identify any factors subject to local control related to land, fees, labor, materials, and/or financing that would significantly reduce the cost for housing. However, the cost for housing in the City is typically lower than the average costs for the region.

Construction costs include both “hard” and “soft.” Hard costs, such as labor and materials, typically account for 50 to 70 percent of construction costs, while soft costs, such as architectural and engineering services, development fees, construction financing, insurance, and permitting, typically average around 20 to 30 percent of total costs, although they can be higher for subsidized affordable housing or complex projects. A significant cost factor associated with residential building involves the cost for building materials. These costs can account for more than half of the total construction cost. According to the latest Building Valuation Data release in 2019, the national average for development costs per square foot for apartments and single-family homes in 2019 are as follows:

- Type I or II, Multifamily: \$148.82 to \$168.94 per sq. ft.
- Type V Wood Frame, Multifamily: \$113.88 to \$118.57 per sq. ft.
- Type V Wood Frame, One- and Two-Family Dwelling: \$123.68 to \$131.34 per sq. ft.

The costs of design, regulation, and operations do not vary much by building size, so larger buildings allow developers to spread these fixed costs over more apartments. In general, construction costs can be lowered by increasing the number of units in a development, reflecting economies of scale in multifamily construction, until the scale of the project requires a different construction type that commands a higher per square foot cost. This is because construction costs change substantially depending on the building type. For example, high-rise concrete apartments might cost \$75 or more per square foot than a six-story wood-frame structure on a concrete podium. Apartments four stories or less, can typically achieve an economy of scale, provided that the building has typical amenities and no structured parking. However, for smaller scale and affordable or middle-income housing, onerous regulations can impose a significant burden. Because of the jump in construction costs, developers may not build to the maximum height or floor-to-area ratio. Mobile homes are significantly less expensive, as are precision or factory-built housing products.

Labor costs also greatly contribute to construction costs. They are generally two to three times the cost of construction materials. A 2019 study for Smart Cities Preval found that California lost about 200,000 construction workers since 2006. Many lost their job during the recession and found work in other industries. Pre-pandemic, the industry already faced this historic shortage of skilled labor and the labor gaps might get even larger, especially in states like California. California’s shortage of needed construction workers combined with rising prices in construction materials also contributes to driving up construction costs.

The COVID-19 pandemic resulted in delays and shortages for some construction materials, and extended timelines and costs for many developments under construction. Construction delays only further

constrain California's housing shortage exacerbating the current supply-and-demand imbalance across much of the State as the housing market continues to see home prices accelerate and a record low supply of homes for sale. The median sale price for single homes in South El Monte is between \$500,000 to \$600,000. Assuming a 10 percent down payment of \$60,000 and a 5 percent, 30-year fixed mortgage, monthly principle and interest is approximately \$3,670. The down payment required to purchase a home combined with a high monthly payment represent a major obstacle for most families.

1.2.2 Availability of Financing

Availability of financing for both the construction of housing as well as for home ownership loans can greatly impact the housing market. In the past, local banks and other lending institutions in the community provided a source of readily available financing for constructing new housing and rehabilitating and conserving existing housing stock. Following the 2008 Great Recession, financing became more difficult to obtain due to overall more stringent eligibility requirements. While there are limited funding sources for the construction, rehabilitation, and preservation available through the County, State, and Federal governments, the City does not currently have any local ordinances that directly impact the cost of development.

Construction Financing

Construction loans are short-term, interim loans used for new home construction. Construction loans can be used to cover the cost of land, contractor labor, building materials, permits and more. With a construction loan, the lender is unable to claim the residence as collateral and views these types of loans as riskier. Developers must usually supply at least 25 percent of the project value upfront, and perhaps more if the total cost is more than 75 percent of the estimated value of the project. Although there is no hard threshold for how much required upfront equity is too much before a residential project would be infeasible, the higher the proportion of equity required, the more unlikely that a developer would proceed with the project. Construction loans must also be paid off when the loan matures, typically a year or less. This can be done through the conversion of the loan to mortgage financing or obtaining a mortgage to secure permanent financing to pay off the loan.

Financing for residential projects, particularly affordable housing is quite complex. The level of subsidies required for affordable housing projects necessitates the pooling of multiple funding sources. The County of Los Angeles offers several funding programs for affordable housing developers meeting eligibility requirements. The Los Angeles County Development Authority (LACDA) publicly releases its Notice of Funding Availability (NOFA), twice annually with a focus on funding the development or rehabilitation of low-income rental housing. Funding sources include Measure H, No Place Like Home, and Measure JJJ. Additionally, the City supports the production of affordable housing through incentives such as the State Density Bonus law and mixed-use land use designations that offer higher allowable densities, which can aid in reducing costs for affordable housing.

Mortgage Financing

Current interest rates for home loans are between two and three percent, depending on the terms of down payment. Mortgage rates have been at a record low in recent months due to the COVID-19

pandemic, and recent policy statements from the Federal Reserve indicate these rates will stay low for the foreseeable future. Although recent economic conditions have seen housing prices increase and interest rates remain low, buying a house or refinancing a mortgage is becoming less attainable for many households, as banks raise requirements such as minimum credit score. Loan applicants with short credit history, lower incomes, self-employment incomes, or other unusual circumstances have had trouble qualifying for loans or are charged higher rates. This economic barrier could disproportionately affect lower income, non-white borrowers, making it harder for them to close on a loan, especially as a result of the COVID-19 pandemic and resulting economic fallout. The economic fallout has resulted in the unemployment rate increase in the City from 4.5 percent in January 2020 to 10.4 percent as of December 2020, making it more difficult for unemployed or underemployed, and lower income borrowers and other groups who historically have found it the most difficult to get a loan, and to get a fair loan.

The County of Los Angeles offers several first-time homebuyer programs and homeowner resources to assist low- to moderate-income households. Homebuyer programs include the First Home Mortgage Program, the Home Ownership Program (HOP), the Mortgage Credit Certificate (MCC) Program, and the Affordable Homeownership Opportunities (AHOP) Program. Other home improvement programs include the Handyworker Program, Single-Family Home Improvement Program (SFHIP), Residential Sound Insulation Program (RSIP), and the Mobile home Improvement Grant Program. **Program 11, First-Time Homebuyer Programs**, of the Housing Element involves promoting these resources on the City's website.

The Home Mortgage Disclosure Act requires many financial institutions to maintain, report, and publicly disclose loan-level information about mortgages. This requirement applies to all loan applications for home purchase, improvements, and refinancing, whether financed at market rate or with government assistance. This data helps show whether lenders are serving the housing needs of their communities; they give public officials information that helps them make decisions and policies; and they shed light on lending patterns that could be discriminatory.

Table 8 summarizes the disposition of loan applications submitted to financial institutions in 2019 for home purchase, refinance, and home improvement loans in South El Monte. The loan outcome information in the table includes the proportion of applicants that were approved, were denied, or were incomplete or withdrawn by the applicant.

Table 8. Disposition of Home Loans (2019)				
Loan Type	Total Applicants	Percent Approved¹	Percent Denied	Percent Other²
Government-backed Purchase	8	37.5%	12.5%	50.0%
Conventional Purchase	50	78%	8.0%	14.0%
Refinance	255	58.4%	17.3%	24.3%
Home Improvement	30	26.7%	60.0%	13.3%

Loans on Dwellings for 5 or More Families	6	83.3%	0.0%	13.7%
Total	349	58.5%	19.2%	22.3%
¹ Approved includes loans approved by the lenders whether or not accepted by the applicant.				
² Other includes loan applications that were either withdrawn or closed for incompleteness.				
Sources: Home Mortgage Disclosure Act Lending Activity MSA/MD by Census Tract Data				

Home Purchase Loans

In 2019, a total of eight households applied for government-backed loans (FHA, FSA/RHS, and VA) in South El Monte. Of those applications, 38 percent were approved, and 13 percent were denied. More households applied for conventional loans to purchase homes in South El Monte, with a total of 50 applications. 78 percent of the conventional loan applications were approved, and 8 percent were denied.

Refinance Loans

The highest number of applications received were for refinance loans, likely because many homeowners are looking to swap out their old mortgages for new loans at record-low rates. A total of 255 households in South El Monte applied for a home refinance loan in 2019. Of those applications, only 58 percent were approved, 17 percent were denied, and 24 percent were either withdrawn or closed for incompleteness.

Home Improvement Loans

In 2019, only a total of 30 household applied for home improvement loans in South El Monte. This had the highest percentage of applications denied. Of the total applications, 60 percent of home improvement loans were denied by lending institutions and 27 percent were approved. One of the most important factors that lenders evaluate when reviewing an application is the applicant's debt-to-income ratio, which indicates how much income the monthly debt takes up. Most home improvement loans applicants may have high debt-to-income ratios from their mortgage loan, which may explain why it is harder to qualify for the additional financing.

Multifamily Loans

The smallest number of loans were for the loans on dwellings for five or more families, with a total of six applications. None of these applications were denied, which may point to finance availability and need for financial institutions to undertake more of these loan types. Of those applications, only 83 percent were approved, and 22 percent were either withdrawn or closed for incompleteness.

1.3 Environmental Constraints

1.3.1 Hazardous Materials

The sites that were developed prior to the 1970s may include trace amounts of lead and/or asbestos in the soils and in any remaining structures. Lead based paint was commonly used prior to 1970 and is the predominant source of lead contamination in the soils. Asbestos was commonly used as insulation and in

floor tiles during this same period. As a result, any demolition associated with sites containing older structures will likely need some form of investigation. There are several cleanup sites located throughout the City, including the San Gabriel Valley Superfund Site along Santa Anita Avenue. Future development may require completion of clean-up activities and additional remediation work to ensure construction does not introduce hazards to workers or residents.

1.3.2 Seismic Hazards

Major faults in the region include the Whittier/Elsinore, Norwalk, Newport/Inglewood, Santa Monica, Sierra Madre, Palos Verdes, and San Andreas faults. According to the Los Angeles County Safety Element, no known or suspected active fault traces pass through or are located near the City. There are no designated Alquist-Priolo Special Studies Zones found within the City. The nearest Alquist-Priolo Special Studies Zone is the Whittier Fault, located approximately two miles to the northeast. The Norwalk Fault is located approximately six miles to the south. The City is, and will continue to be, subject to ground shaking hazards associated with earthquakes in the region. The level of risk within the City is no greater than that anticipated for the region. Additionally, South El Monte and the cities in the surrounding area are within an area where liquefaction may occur during a strong earthquake. Construction in accordance with applicable Building Code standards and site-specific geotechnical reports will ensure that the liquefaction zone does not present risk to future residents.

1.3.3 Wildfire Risk

The City is primarily urbanized and lacks native or natural vegetation. According to maps prepared by the Los Angeles County Fire Department, the City is not within the Fire Zone. Additionally, CalFIRE maps indicate that the City is not within a State Responsibility Area nor Fire Hazard Severity Zone.

1.3.4 Flooding

With the exception of the Rio Hondo River and San Gabriel River, there are no lakes or streams within the City. The majority of the City's potential development sites have undergone previous development. The Federal Emergency Management Agency identifies the entire City as Zone X, which is an area of minimal flood hazards.

1.4 Infrastructure Capacity

Residential development during this 6th housing element cycle will primarily occur on properties that are previously developed. Dry-utilities including electricity, natural gas, cable, and telephone, are available at all sites identified in the **Sites Inventory**. The City's utilities receive necessary upgrades and improvements based upon future growth and development anticipated by the General Plan.

The larger development projects are anticipated to occur in zones allowing for higher density (C-R zone) along the 0.5-mile segment of Garvey Avenue in the northernmost part of the City and the parcels along Santa Anita Avenue near SR-60. Both areas allowing higher density are well served by infrastructure located within the respective roadways.

1.4.1 Water

Water service is provided by the San Gabriel Valley Water Company (San Gabriel). Water supply sources include groundwater pumped from the Main Basin and the Central Basin, imported surface water from Central District, and recycled water. According to the 2015 Urban Water Management Plan (UWMP), groundwater is the primary source of water (95 percent) and the remaining is recycled water. San Gabriel has not purchased treated imported water supplies since 2007. San Gabriel is allowed to pump 20,384-acre feet per year (AFY) and 2,565 AFY to maintain the Operating Safe Yield of the Main Basin and Central Basin, respectively. Historical data indicates the Main Basin and Central Basin have been well managed for the full period of the adjudications, resulting in a stable and reliable water supply. There are no contemplated basin management changes, other than increasing direct use of recycled water and the planned use of recycled water for groundwater replenishment in the Main Basin to reduce the need to import water from other regions. Therefore, the groundwater supplies in the Main Basin and Central Basin are deemed reliable.

San Gabriel provides water service to an area with a current population of about 256,756. The largest water demand sector is single-family residential, followed by multifamily. Single-family uses consumed 12,784 AFY and multifamily uses consumed 5,286 AFY in 2015. San Gabriel is projected to have a population of approximately 289,400 by 2040. Projected populations in San Gabriel's service area were based on projections obtained from the Southern California Association of Governments (SCAG). Based on this projection, it is estimated the single-family water demand will increase to 18,617 AFY and multifamily water demand will increase to 7,697 AFY in 2040.

The estimated number of lower income households located within San Gabriel's service area is approximately 55 percent of the total number of households. Based on 55 percent of total residential water demands, the projected water demand for lower income households is about 14,500 AFY by the year 2040. The Water Master Plan acknowledges the requirements that water service for low-income households within the service area must be prioritized.

The 2015 UWMP indicates that San Gabriel will meet water demands during normal, single dry, and multiple dry years over the next 20 years with current water supply sources. Further, San Gabriel has prepared and adopted a Water Shortage Contingency Plan in the event a water shortage is declared. It is designed to provide a minimum of 50 percent of the normal supply during a severe or extended water shortage. San Gabriel has identified several stages of action which may be triggered by a shortage. Future housing construction will be accommodated by San Gabriel through the 2040-planning horizon. It is also noted that San Gabriel considers residential build out associated with the General Plan's implementation in their UWMP efforts.

1.4.2 Sewers

Wastewater generated within San Gabriel's service areas is treated by Los Angeles County Sanitation Districts (LACSD). Wastewater in the City is collected within the sewer collection systems. The City has adopted the 2015 Sewer System Management Plan (SSMP). As required by Order No. 2006-0003, Statewide General Waster Discharge Requirements (WDR), the SSMP will undergo review recertification

every five years. The WDR also requires an agency to have a System Evaluation and Capacity Assurance Plan. This component involves preparing and implementing a Capital Improvement Program (CIP) that will provide the hydraulic capacity of key sewer systems for dry weather peak flow conditions, as well as appropriate design storm or wet weather event. The City's current Sewer Master Plan, prepared in 2011, is a comprehensive sewer master plan that identifies existing system capacity, deficiencies, features, items/elements, and necessary upgrades and improvements based upon future growth and development anticipated by the General Plan. The collection sewer system capacity enhancement program is a combined effort of the City and County Department of Public Works. The City's Sewer Master Plan complements the County's efforts through its CIP. Pipe segments identified to be deficient, through the City sewer capacity study will be prioritized for orderly upgrade.

The City's local sewers tie into LACSD's regional trunk sewers. The City is served by the Los Angeles County Sanitation District No. 2. Sewer lines, which are maintained by the County Department of Public Works, with sewage from the area conveyed through sewer mains into the Joint Water Pollution Control Plant (JWPCP) in Carson. The JWPCP has a design capacity of 400 million gallons per day (mgd) and currently treats 260 mgd. Given the projected demand and the existing remaining treatment capacity, future developments' treatment demand can be met by the service provider. Expansion or construction of a new wastewater treatment facility to meet the demands of the 2021-2029 Housing Element update is not required.

1.4.3 Stormwater

The City is served by the Los Angeles County Flood Control District which operates and maintains regional and municipal storm drainage facilities. The City works with the Flood Control District in making local drainage plans and improvements. The existing storm drain infrastructure can accommodate the projected runoff from the potential residential development anticipated for this planning cycle. The projected stormwater runoff is not anticipated to significantly increase with future residential development given the nature and extent of existing impervious surfaces within the City. Further, Chapter 8.44, Stormwater Management and Discharge Control of the City's Municipal Code establishes requirements for development and redevelopment to integrate low impact development practices that reduces stormwater runoff.

1.5 Quantified Objectives

The following table summarizes the quantifiable objectives outlines in the program of this Housing Element.

Table 9. Summary of Quantifiable Objectives					
Income/ Affordability Category	RHNA	New Construction	Units to be Rehabilitated	At-Risk Units to be Preserved ¹	Households to be Assisted
Extremely Low/ Very Low	131	100	20	--	60
Low	64	60	40	--	200
Moderate	70	20	--	--	100
Above Moderate	312	400	--	--	--
Total	577	580	60	0	360

¹No Units are identified as at-risk for the next 10 years.

Appendix D: Affirmatively Further Fair Housing Analysis

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1 Introduction

Fair housing occurs when individuals of similar income levels have the same range of housing choice available to them in the same housing market regardless of their characteristics as protected under local,

State, and Federal laws. It is important to the City that its citizens have fair housing choice, free from discrimination on the basis of race/ethnicity, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act, California Government Code Section 65008, and other State and Federal fair housing and planning laws. In 2018, Assembly Bill 686 – Affirmatively Further Fair Housing, amended Sections 65583 and 65582.2 of the California Government Code to require a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing.

From freeway expansion to discriminatory housing loan practices, historically underserved communities across the nation have experienced decades of housing disinvestment and infrastructure underinvestment, leaving many communities with higher rates of air pollution, poverty, unemployment, educational attainment, and health risks. State and Federal laws, such as the Fair Housing Act, have established pathways for local jurisdictions to create more diverse and equitable communities, but reversing decades of discriminatory policies at all levels of the public and private sector is complex, and many challenges to equitable development remain. The Housing Element seeks to affirmatively further fair housing by first identifying segregated living patterns and barriers to fair housing, then designating sites for affordable housing in areas of opportunity and implementing programs that aim to replace segregated living patterns and transform racially and ethnically concentrated areas of poverty. Ensuring that sites for housing, particularly units available for lower-income households, are located in high resource areas, rather than concentrated in areas of high segregation and poverty, requires jurisdictions to plan for housing with regards to the accessibility of various opportunities including jobs, transportation, good education, and health services.

This section serves as an assessment of fair housing practices pursuant to California Government Code Section 65583(c)(9) in the City of South El Monte (City). Housing Elements are required to include the following:

- A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction’s fair housing enforcement and outreach capacity;
- An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the jurisdiction, including displacement risk;
- An assessment of the factors that contribute to the fair housing issues identified in the analysis;

- An identification of the jurisdiction’s fair housing priorities and goals, giving highest priority to the greatest contributing factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance; and
- Measurable strategies and actions to implement the fair housing priorities and goals in the form of programs to affirmatively further fair housing.

2 Regional Analysis of Impediments

The City is committed to affirmatively furthering fair housing choice and promoting equal housing opportunity, in accordance with the requirements of State and Federal Fair Housing law. To achieve this, the City participated in the regional Analysis of Impediments (AI) to Fair Housing Choice for the Community Development Commission and Housing Authority of the County of Los Angeles (HACoLA) and works to remove these impediments. The AI ¹ identifies impediments to fair housing choice, contributing factors, and goals for overcoming the barriers that have been identified as contributing to fair housing issues pertaining specifically to the Urban County and the areas served by HACoLA. These impediments are in relation to the following fair housing issues:

- Segregation and Integration
- Racially or ethnically concentrated areas of poverty (R/ECAPs)
- Disparities in Access to Opportunity
- Disproportionate Housing Needs
- Discrimination or violations of civil rights laws or regulations related to housing

Relevant portions of the regional AI have been incorporated into the assessment of fair housing portion of this housing element to complement the analysis, identifications of contributing factors, and strategies and actions, where applicable.

3 Housing Element Outreach

While outreach and community engagement have always been important, in recent years significant strides have been made in technology and level of effort regarding engagement. Past engagement may not always have had multiple forms of media, meaning that public meetings were the primary media, with surveys and stakeholder interviews and other types of engagement taking a back seat. Public meetings are not always the most accessible for multiple reasons. If a meeting is at only one specific time, or if it is only offered in English, it can leave out people unable to go at that time, or people without proficiency in English. Virtual meetings are also not always accessible for similar reasons, but could also be inaccessible if individuals do not have reliable internet.

Engagement related to the Housing Element has attempted to be comprehensive while in the context of the COVID-19 pandemic. An online survey was used to engage residents on local housing needs and concerns. All outreach and outreach material, including the survey, were available in English and Spanish to foster participation across demographics, as 63.4 percent of the population is Spanish Speaking. Virtual public workshops were held to allow for interested residents to learn and provide feedback, while observing stay at home orders. While this outreach was conducted virtually, participants had the option of joining through their computers, tablets, or using a call-in number if they did not have access to internet.

¹ https://www.lacda.org/docs/default-source/community-development-block-grant/assessment-of-fair-housing/2018-final-analysis-of-impediments/volume-i.pdf?sfvrsn=2f8b81bd_2

In addition, the outreach was held in the evenings, outside of working hours. An extensive outreach process contributes to a set of meaningful goals, policies, and programs that will reflect the City's housing needs and the priorities and needs of all of those in the City, including those with special needs and lower income populations.

Please refer to **Appendix F, Community Engagement Results**, for a full summary of outreach material and outreach conducted as part of the Housing Element update.

4 Assessment of Fair Housing

4.1 Fair Housing Enforcement and Outreach Capacity

This section provides information of the organizations that provide fair housing services available to both providers and consumers of housing, as well as the nature and extent of fair housing complaints received by the fair housing provider within the service area.

Fair housing services available in the service area include outreach and education, complaint intake, and testing and enforcement activities. These organization include:

- U.S. Department of Housing and Urban Development (HUD)
- California Department of Fair Employment and Housing (DFEH)
- Housing Rights Center (HRC)
- Housing Authority of the County of Los Angeles (HACoLA)
- Fair Housing Council of Orange County

The HRC, which primarily operates in Los Angeles County, receives multi-year grants from HUD to conduct systemic testing in areas where statistics point to discrimination. Specifically, persistent housing discrimination based on race, national original, familial status, and disability. The organization also provides resolution for housing discrimination, including mediation and litigation services. HACoLA provides online resources on their website such as links to various organizations including HUD, HRC, and advocacy groups, as well as relevant policy documents.

For the region, Los Angeles-Long Beach-Anaheim, the Fair Housing Council of Orange County provides similar services to HACoLA's and additionally provides low-cost advocacy, mediation, individual counseling, and comprehensive community education.

In the service area, data collected from 2008 through 2016, the most common bias for complaints were for disability, familial status, and race. Of the total 2,610 complaints logged from 2008 to 2016, 57 percent were determined to have no cause and 21.6 percent were deemed successfully settled.

Specific to the City, the City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. The City provides a process by which residents of the City can call the City's ADA Coordinator for modification requests, or to file a complaint about any act of discrimination or program, service, or activity of the City which is not accessible to persons with disabilities. In addition, the following resources are available to the City's residents:

Stay Housed LA County: The COVID-19 pandemic has cost people their jobs and livelihoods. This has left an estimated one-third of households not being able to make rent and facing losing their homes. In response, Stay Housed LA County is a tenant assistance program that provides free legal services to tenants facing eviction during the COVID-19 public health crisis.

CA COVID-19 Rent Relief -Housing Is Key: will help income-eligible households pay rent and utilities, both for past due and future payments. The federal Consolidated Appropriations Act of 2021 provides funding to support the program and tenant (renter) protection laws signed by the current Governor, Governor Newsom.

LA County Mortgage Relief Program: The County program includes a relief fund which provides grants of up to \$20,000 for qualified property owners, plus expanded foreclosure prevention counseling services.

Housing Rights Center: Housing Counselors are available to answer questions about tenant-landlord rights and obligations, including topics like security deposits, evictions, repairs, rent increases, harassment, and more. Conversations with Housing Counselors are private and confidential and can help residents find the resources they need.

The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing. The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website.

Additionally, as detailed in Program 14 of the Housing Element steps the City will take to affirmatively further fair housing during the planning period include:

- The City permits SROs in the C-R (Commercial Residential) zone district. To further support the creation of new affordable housing opportunities through the conversion of existing motel properties to Single Room Occupancy (SRO) lodging, the City will amend the Zoning Code to permit SROs in the C (Commercial) zone.
- The City will promote and ensure compliance with housing discrimination laws to ensure that all print and advertisement materials for the sale or rental of housing is compliant with Government Code 12955, which prohibits such materials from indicating a preference or limitation based on a protected classification.
- And the City will continue to support and participate in the Regional Analysis of Impediments to Fair Housing Choice in coordination with the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles.

Further, the City will administer all programs and activities related to housing and community development in a manner to Affirmatively Further Fair Housing. As detailed in Program 3, the City will update their Density Bonus ordinance consistent with state law to ensure that a bonus for student affordable housing, senior housing, and permitting up to an 80% bonus for 100% affordable developments. Program 24 will ensure that the City has adequate capacity to accommodate the RHNA throughout the Housing Element cycle. Further, Programs 20 and 23 demonstrate the City's commitment to the Housing Crisis Act. Additionally, the City is committed to continued communication and coordination with community

stakeholders as detailed in Programs 16 and 17 that prioritize communication through the availability of resources.

4.2 Segregation and Integration

Patterns of segregation have been commonly linked to poorer life outcomes in income, housing equity, educational attainment, and life expectancy, according to research from the University of California, Berkeley (UC Berkeley)². Affirmatively furthering fair housing involves overcoming patterns of segregation that foster inclusive communities.

4.2.1 Race and Ethnicity

The population within the City is predominately Hispanic or Latino³. Approximately 46 percent of the City's population identified as White, 15 percent identified as Asian, and 36 percent identified as some other race⁴. **Table 1, Race and Ethnicity (2019)**, indicates the ethnic and racial characteristics of the City's population.

Table 1. Race and Ethnicity

Race/Ethnicity	# Persons (2019)	% Persons (2019)	% Persons (2010)	% Persons (2019)
Racial Characteristics of South El Monte Residents				Racial Characteristics of Los Angeles County
White	9,645	46.5%	46.5%	52.1%
Asian	3,039	14.7%	14.7%	14.7%
Black or African American	75	0.4%	0.4%	8.1%
American Indian and Alaska Native	151	0.7%	0.7%	0.8%
Native Hawaiian and Other Pacific Islander	0	0.0%	0.0%	0.3%
Other	7,466	36.0%	36.0%	19.9%
Two or More Races	345	1.7%	1.7%	4.1%
Ethnic Characteristics of South El Monte Residents				
Hispanic or Latino (of any race)	17,060	82.3%	82.3%	48.6%

² S. Menedian, S. Gambhir. "Racial Segregation in the San Francisco Bay Area," *Othring & Belonging Institute, UC BERKLEY, 2018*, <https://belonging.berkeley.edu/study-finds-strong-correlations-between-segregation-and-life-outcomes-sf-bay-area>.

³ The Census Bureau defines "Hispanic or Latino" as a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. People who identify as Hispanic, Latino, or Spanish may be any race.

⁴ "Some Other Race" includes all other responses not included in the White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander race categories described above. Respondents reporting entries such as multiracial, mixed, interracial, or a Hispanic or Latino group in response to the race question are included in this category.

As indicated in **Figure 1, Racial and Ethnic Distribution in South El Monte**, the City's population predominantly identifies as Hispanic or Latino. The County of Los Angeles and City of South El Monte are host to populations similar in racial and ethnic demographics. In particular, South El Monte is home to a higher proportion of Hispanic and Latino individuals while the County hosts a greater percentage of Native Hawaiian and Pacific Islanders, Black or African American, and White people. Overtime, the City of South El Monte's racial and ethnic distribution has not fluctuated and remained approximately the same from 2010-2019.

Generally, the average racial composition and number of people of different races or ethnicities in neighborhoods differs depending on location. To further examine this, this assessment relies on a calculation of the diversity index which summarizes racial and ethnic diversity. The index shows the likelihood that two people, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity). Although the ethnic makeup of the City is primarily Hispanic or Latino, **Figure 2, Diversity Index**, data collected in 2018, indicates moderate, 70 to 85, to higher diversity index, greater than 85. **Figure 2(a), Diversity Index for the Region** shows greater diversity northwest of the City of El Monte.

Figure 1: Racial and Ethnic Distribution in South El Monte

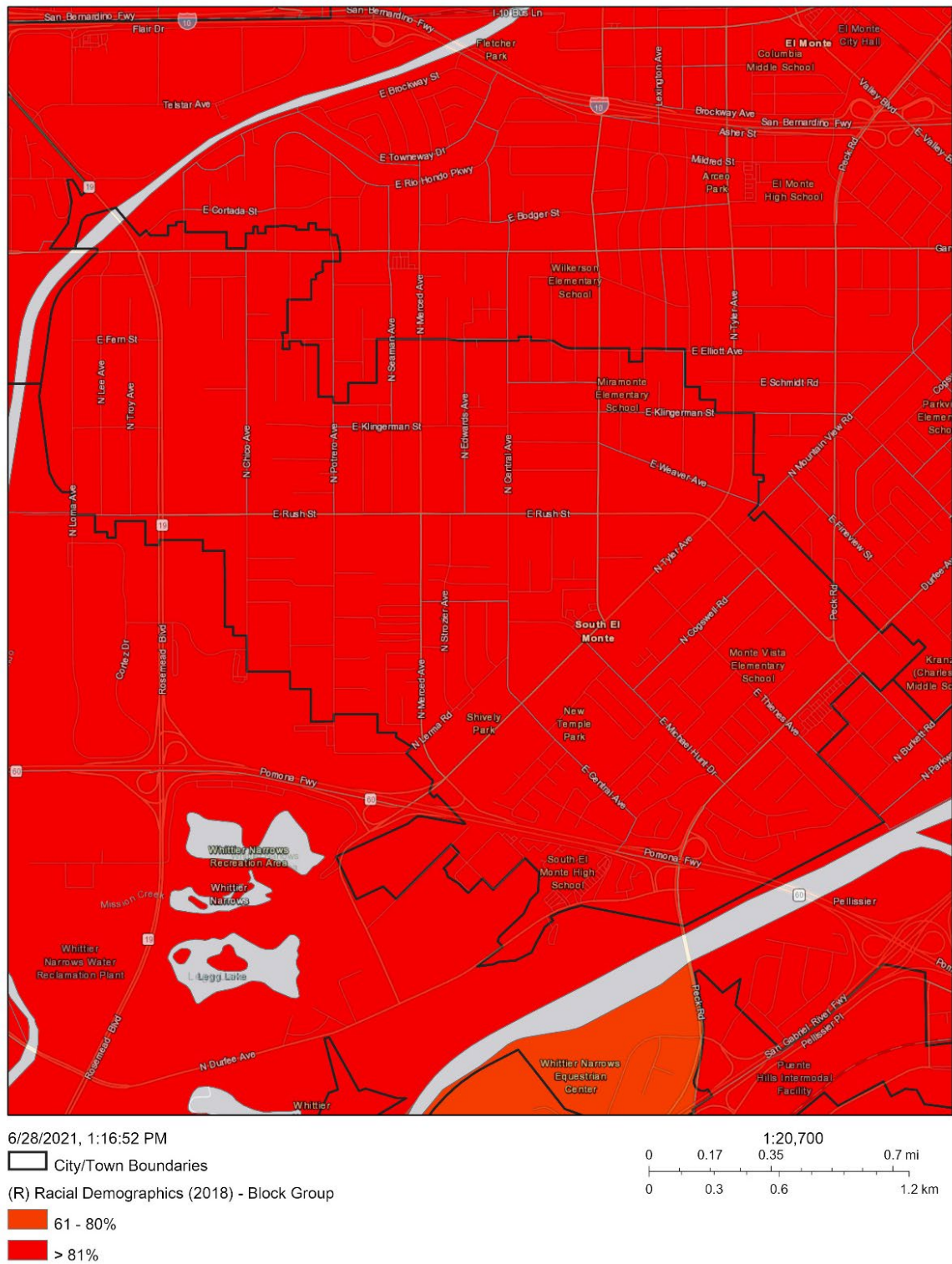
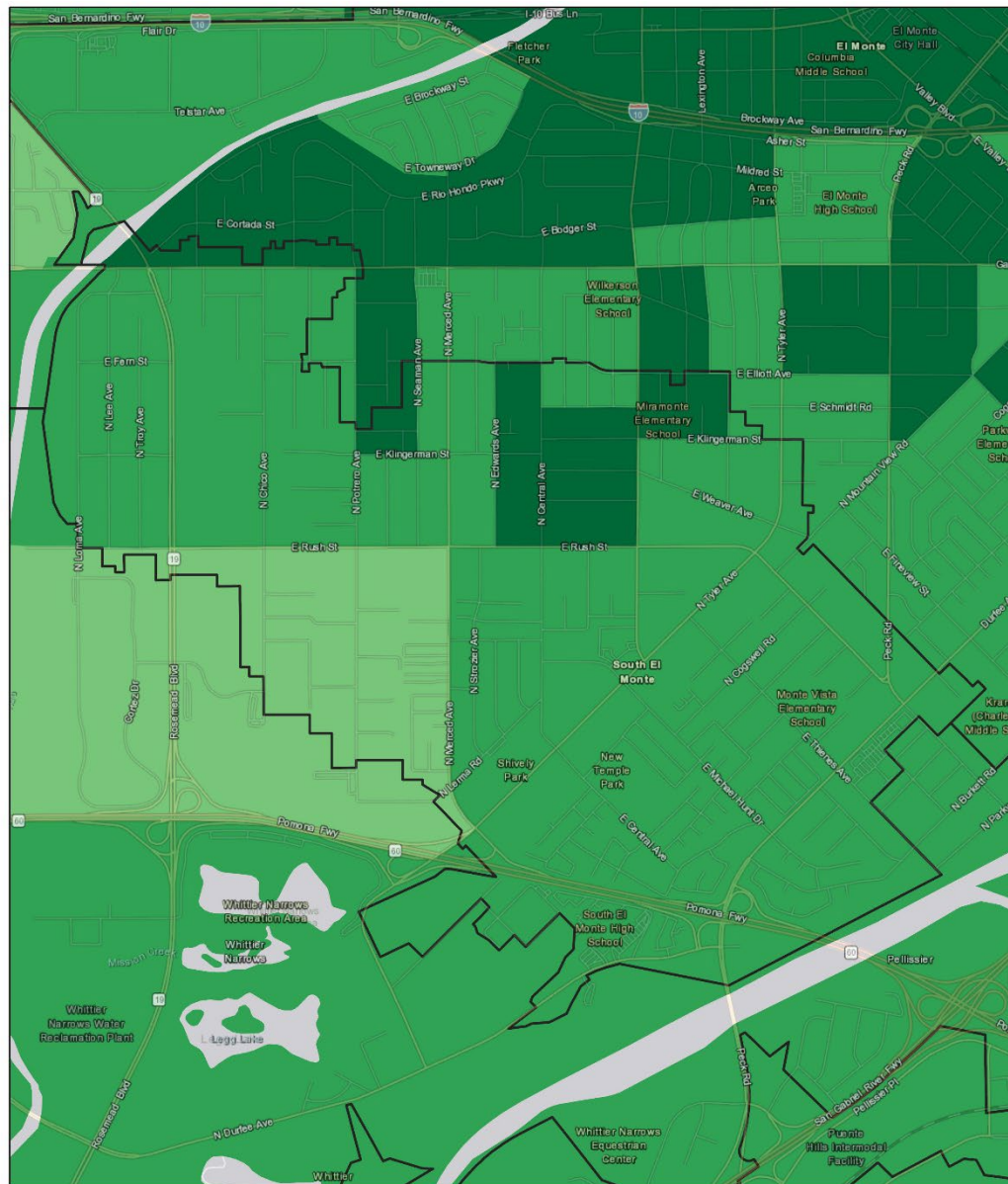


Figure 2: Diversity Index



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City/Town Boundaries

(A) Diversity Index (2018) - Block Group

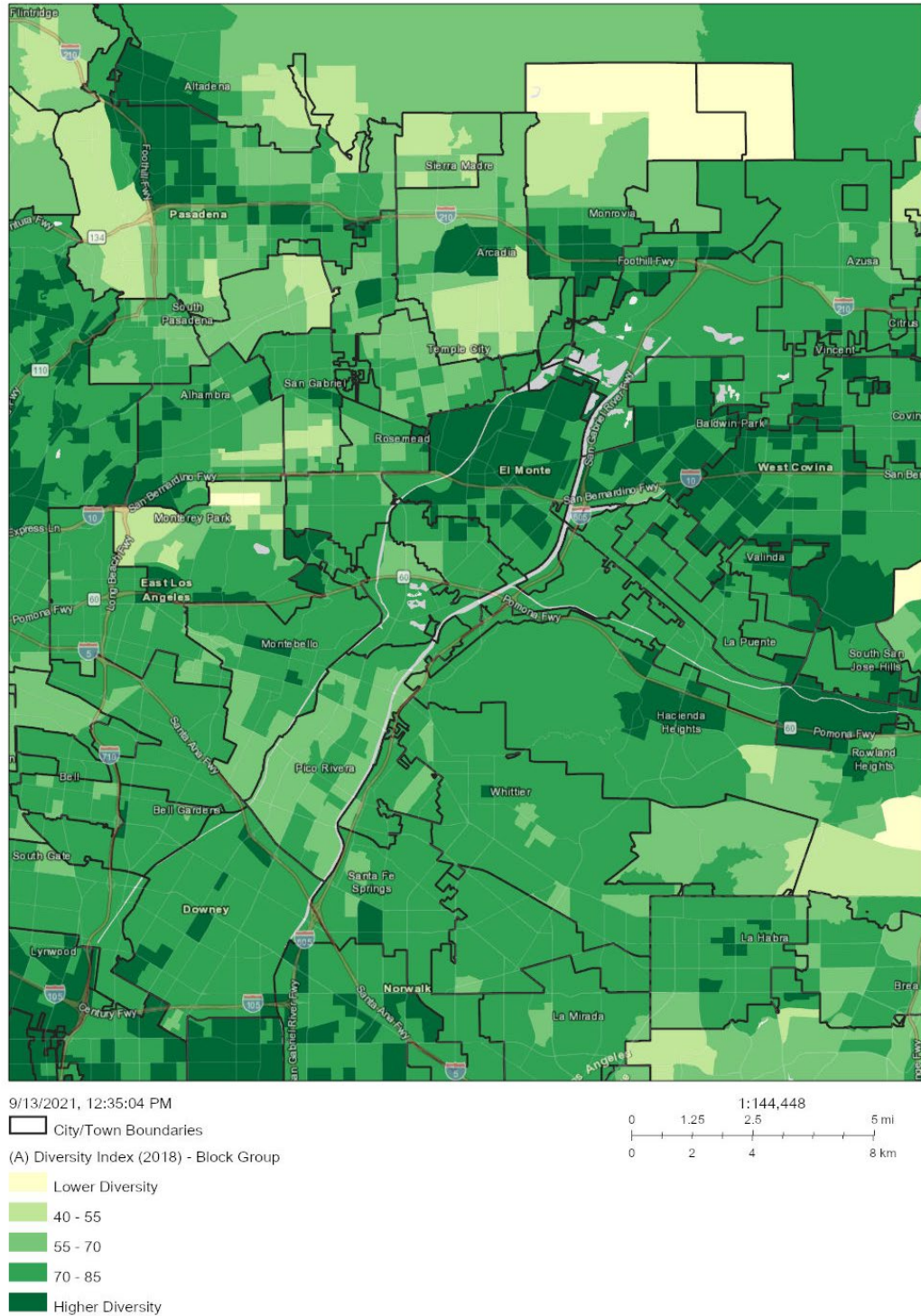
55 - 70

70 - 85

Higher Diversity

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

Figure 2(a): Diversity Index for the Region



4.2.2 Household Income

Household income is one of the most important factors for determining a household's ability to balance housing costs with other basic life necessities. Fair housing issues occur when relationships among household income, household type, race/ethnicity and other factors create misconceptions, biases, and differential treatments. Discriminatory housing practices of the past such as redlining, restrictive zoning, urban renewal, and steering, while illegal today, have led to a disproportionate gap in household wealth based on race and ethnicity. Within the SCAG region, African American households make up the largest proportion of extremely low-income households. Because home ownership paired with appreciation of home values has long been a pathway to wealth accumulation, and homeownership for many years was primarily afforded to White households, gaps in household income persist.

Household income in the City is shown on **Figures 3 through 5**, below. **Figure 3, Median Income**, shows that the lowest median income bracket (less than \$30,000) in the City runs north to south, bound by Garvey to the north and the City's southern boundary, and generally between Rosemead Boulevard to the west and North Merced Avenue to the east. East of North Merced Avenue, the median income is less than \$87,100 with a small pocket near Monte Vista Elementary School with a median income less than \$55,000.

The area with the lowest median income bracket of less than \$30,000, particularly north of Rush Street also has over 30 percent of residents whose income is below the poverty level as shown on **Figure 4, Poverty Status**. The neighboring cities experience a similar level of poverty; however, further west of the City have much higher concentrations of poverty (See **Figure 4(a), Poverty Status in the Region**). Although there is a clear separation between the median income within the City, in **Figure 5, Low to Moderate**, shows that the low- to moderate-income population is distributed throughout the City, see **Figures 3 and 5**.

As of 2019, According to the United States Census American Community Survey, approximately 24% of households throughout the County of Los Angeles make a total accumulative, annual income that is below \$35,000. Further, approximately 49% of households make over \$75,000 annually. Throughout the County of Los Angeles, the median household income was \$72,797 in 2019.

Figure 3: Median Income

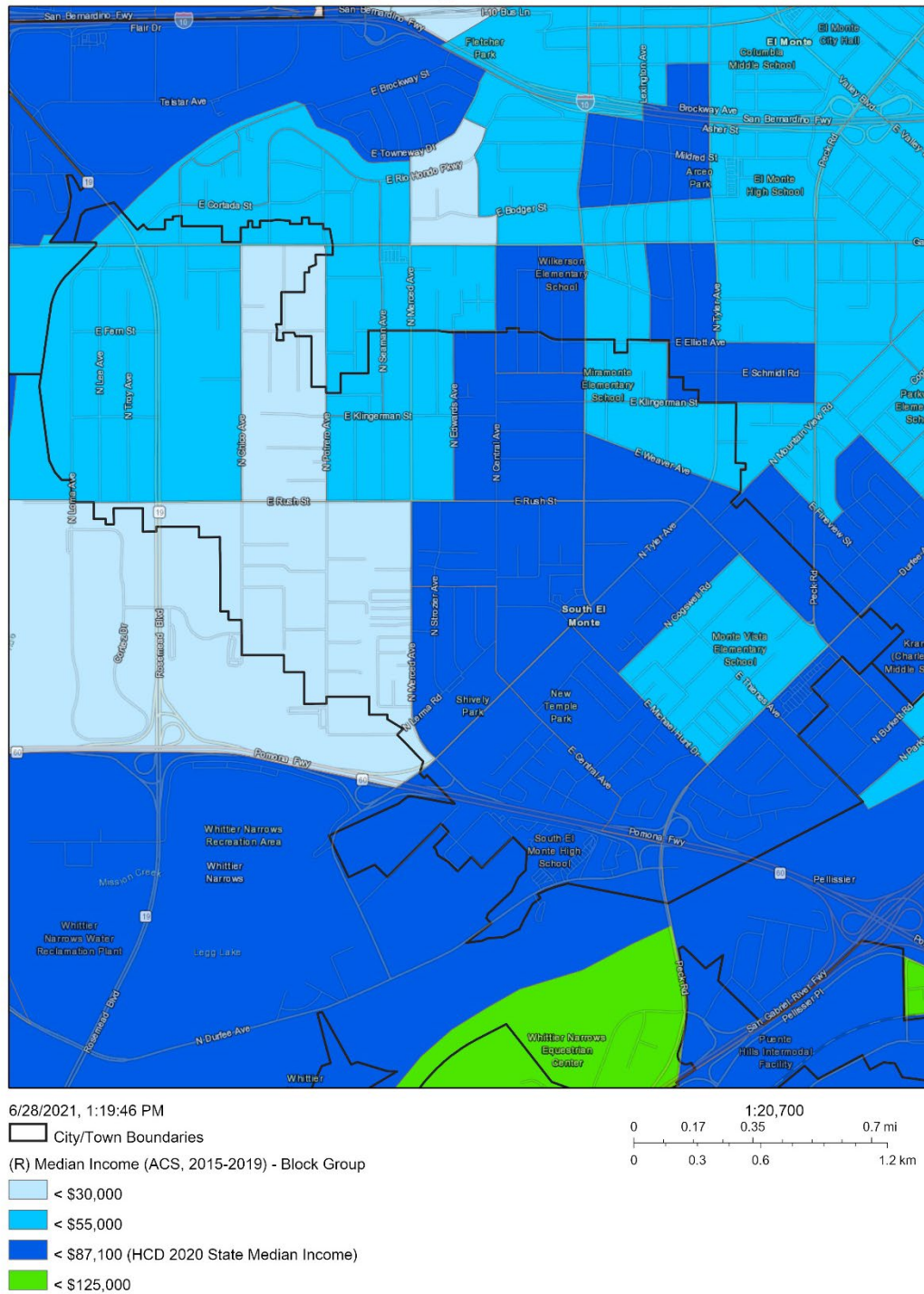


Figure 4: Poverty Status

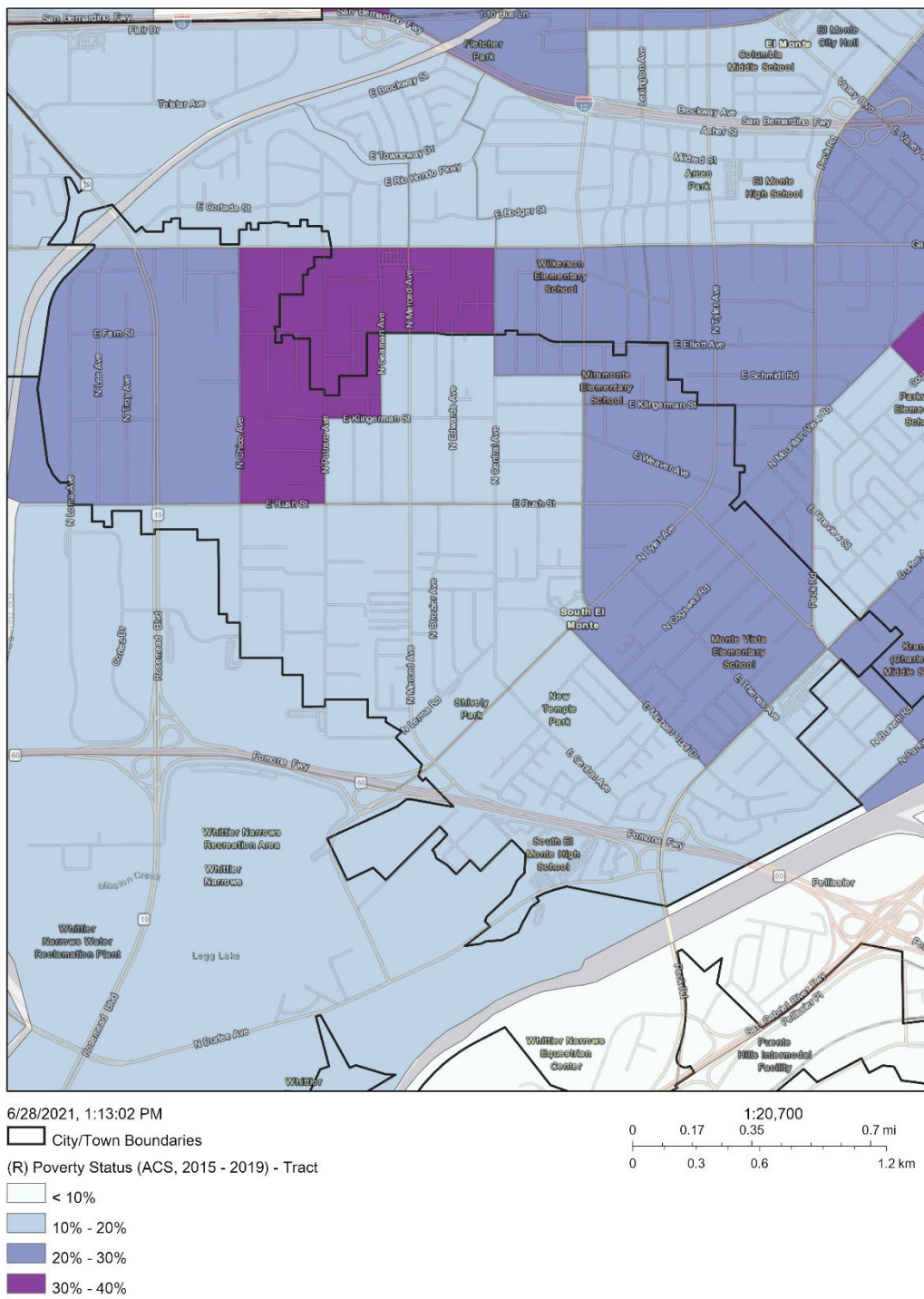


Figure 4(a): Poverty Status in the Region

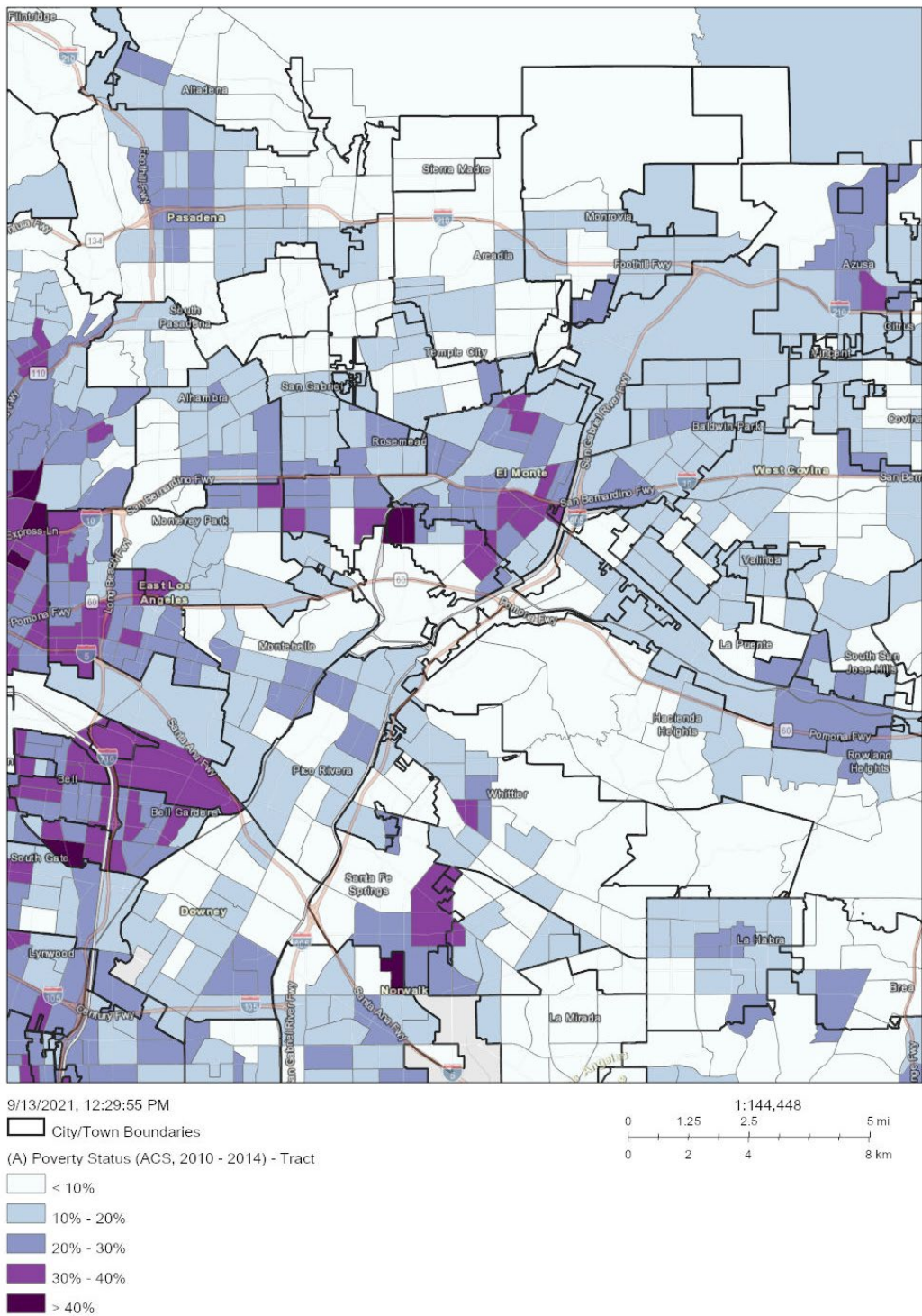
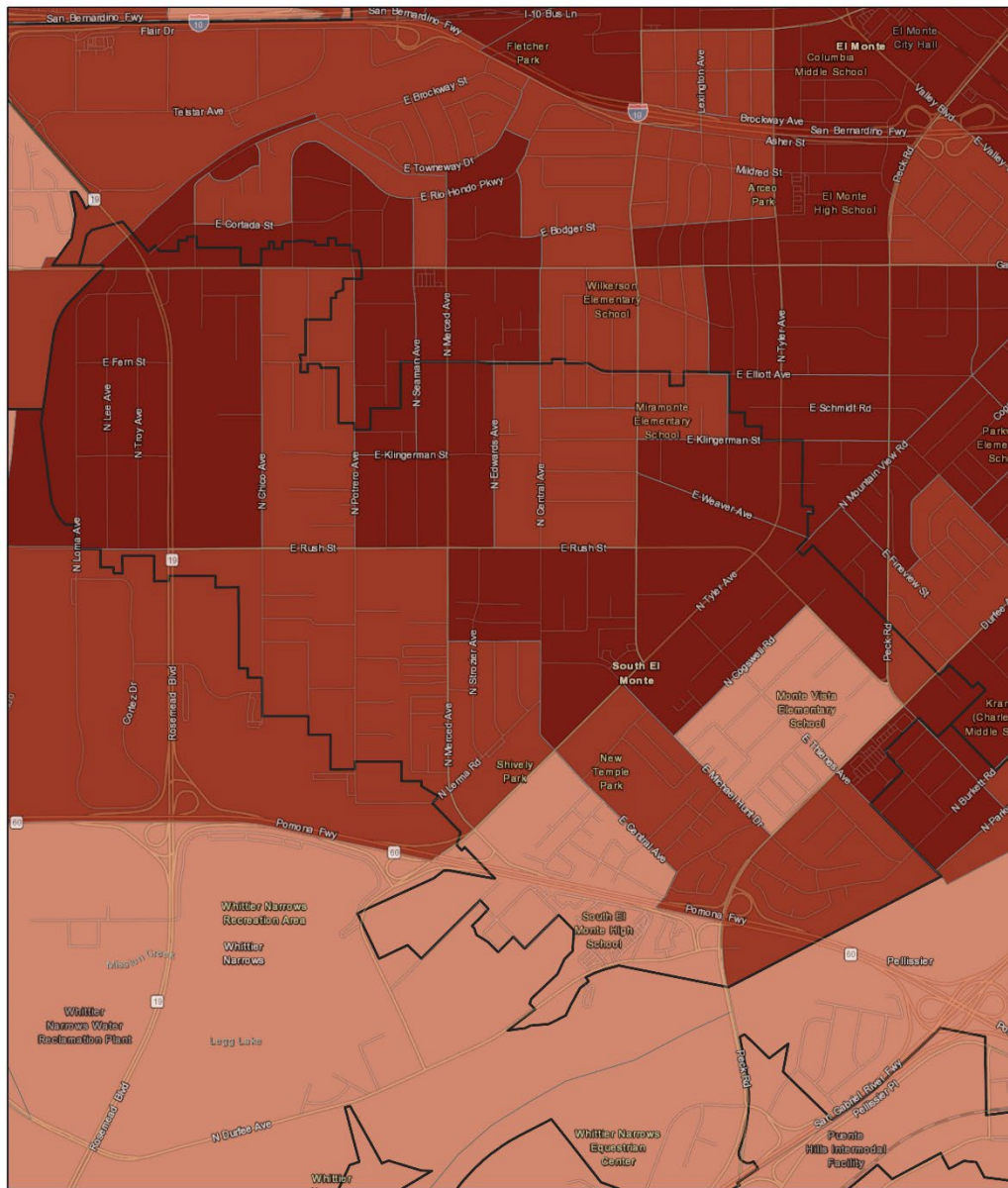


Figure 5: Low to Moderate Income



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City/Town Boundaries

(A) Low to Moderate Income Population (HUD) - Block Group

25% - 50%

50% - 75%

75% - 100%

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

4.2.3 Familial Status

Families structure is something that impacts the care of children, type of housing needed, and more. Single-parent households require more time to take care of children than married or cohabitating couples do, which can impact the jobs available to parents, income levels, and the amount of support afforded to the children. Family structure is something that has evolved over time in the U.S., with fewer couples marrying, and cohabitation occurring more often. **Figure 6, Children in Single-Mother Headed Households**, shows that there is a generally low percent of children in single mother led households in the City with a higher percentage bracket of 20 percent to 40 percent residing south of East Rush Street. There appears to be more census tracts with 20 to 40 percent scores east, north, and west of South El Monte while the region south of the City is relatively similar (**Figure 6(a), Children in Single-Mother Headed Households in the Region**). **Figure 7, Adults Living Alone**, indicates that there are not many adults in the City that live alone. Furthermore, there are few adults living alone in the broader region surrounding South El Monte (**Figure 7(a), Adults Living Alone in the Region**). **Figure 8, Adults Living with a Spouse**, displays 20 to 40 percent of adults living with a spouse are evenly located throughout the City of South El Monte. In a broader context, South El Monte is surrounded by cities with higher rates of adults living with spouses (**Figure 8(a), Adults Living with a Spouse in the Region**). **Figure 9, Children in Married Couple Households**, shows that this census tract has a moderate to high percentage of children in married couple families. Per **Figure 9**, north of East Rush Street between North Chico Avenue and North Potrero Avenue, and the southeastern portion of the City, have a higher rate of children in married couple households. The overall region appears to have a slightly higher rate of children in married couple households (**Figure 9(a), Children in Married Couple Households in the Region**).

Figure 6: Children in Single-Mother Headed Households

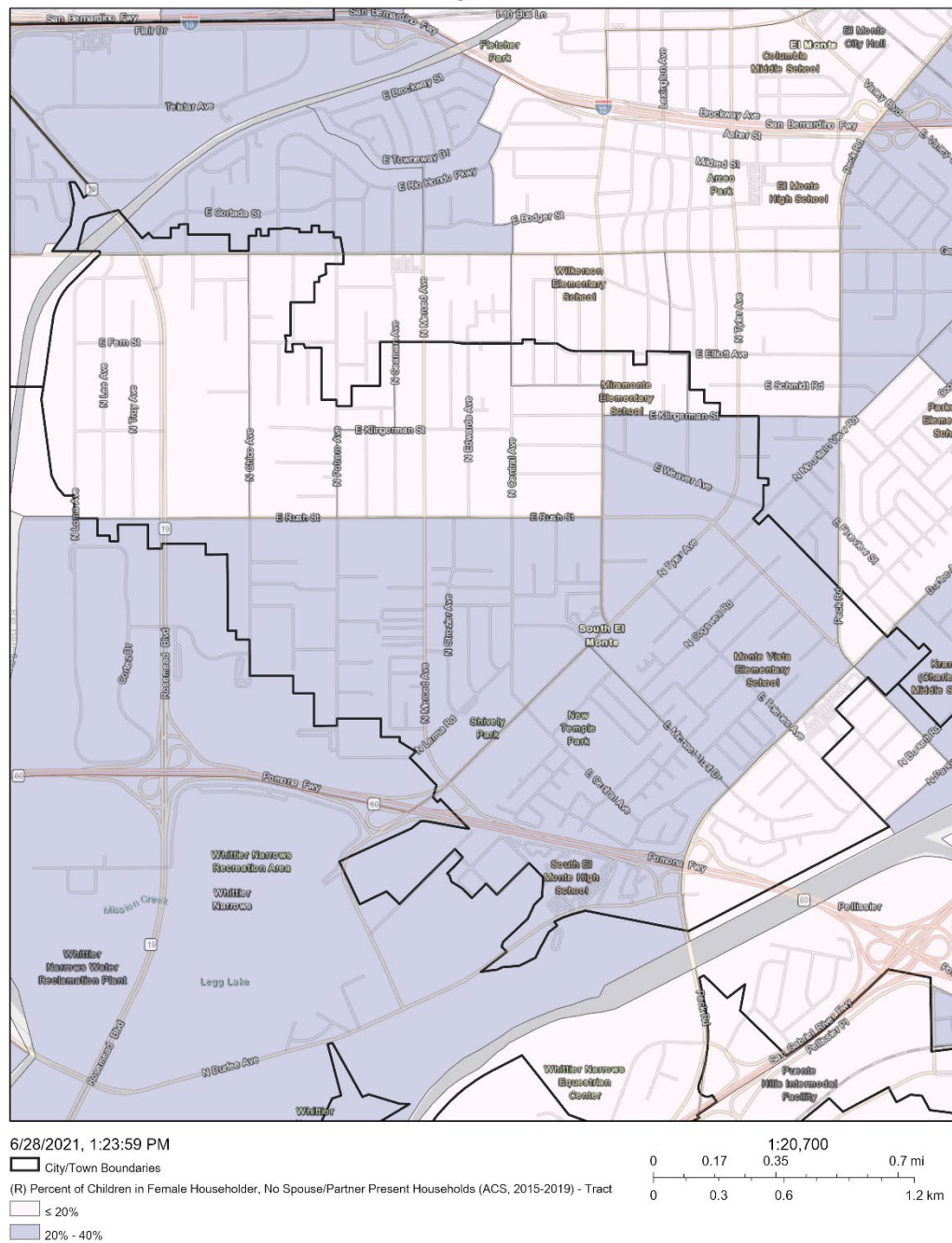


Figure 6(a): Children in Single-Mother Headed Households in the Region

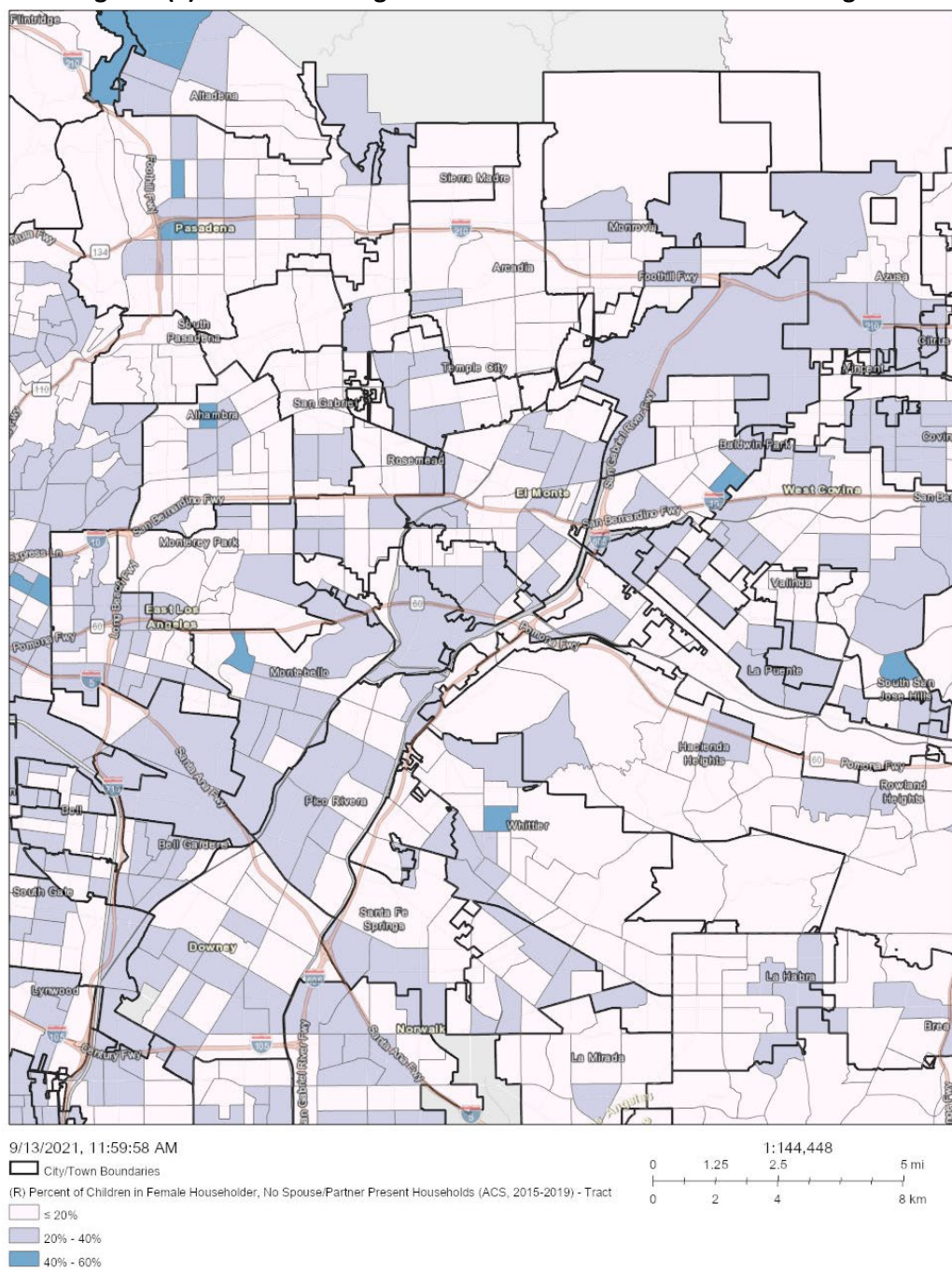
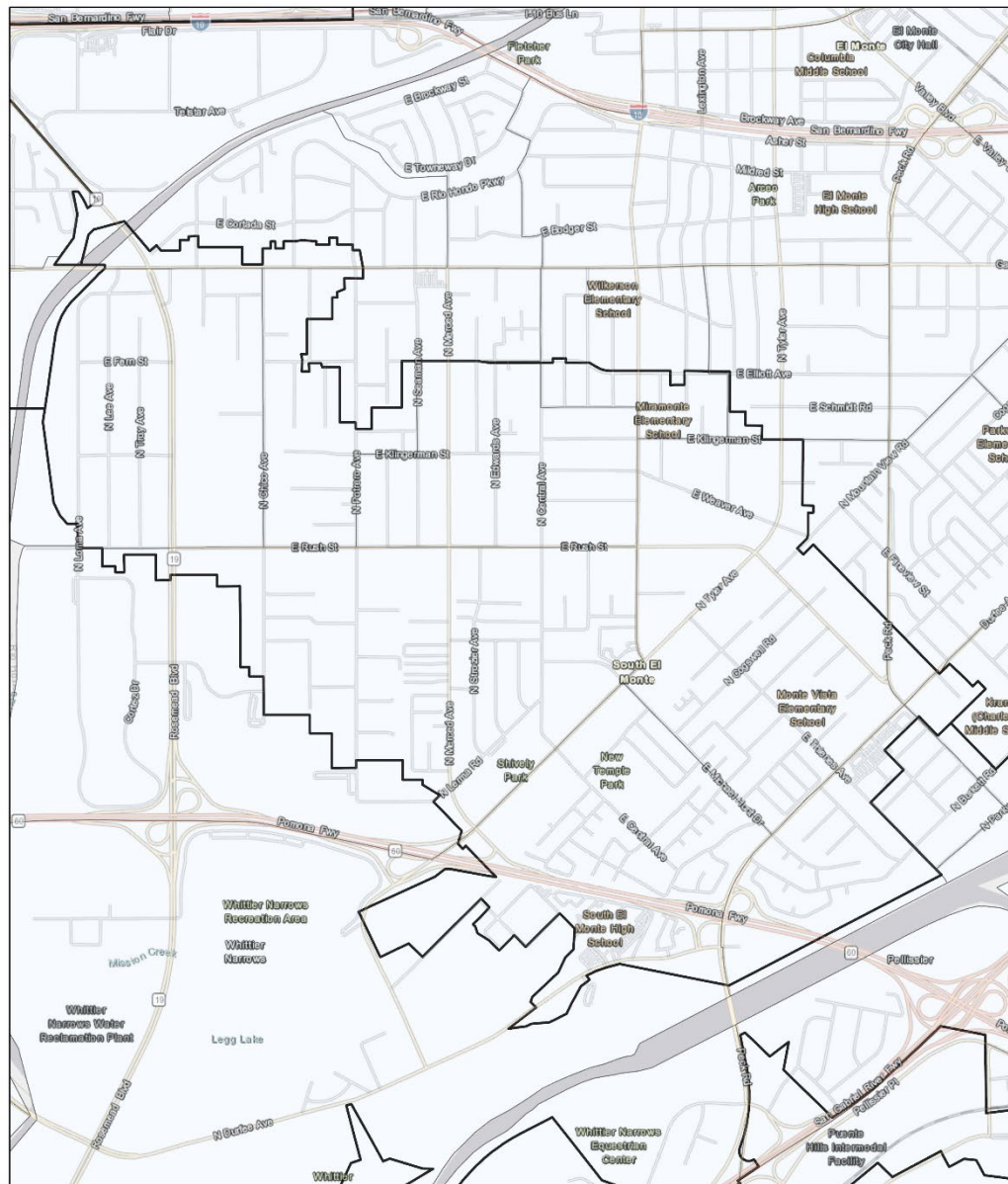


Figure 7: Adults Living Alone



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City/Town Boundaries

(R) Percent of Population 18 Years and Over in Households Living Alone (ACS, 2015-2019) - Tract

< 20%

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

Figure 7(a): Adults Living Alone in the Region

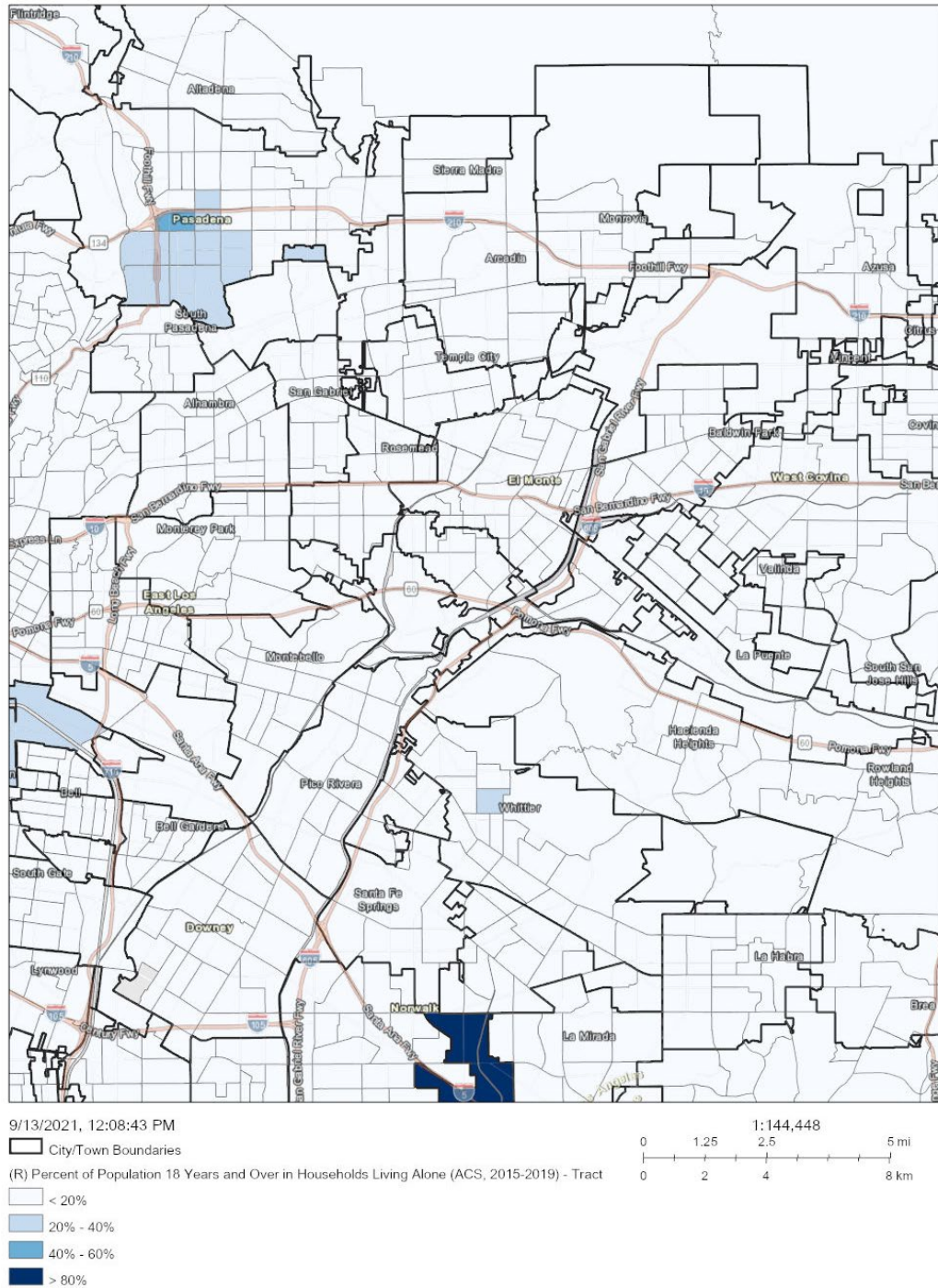


Figure 8: Adults Living with a Spouse

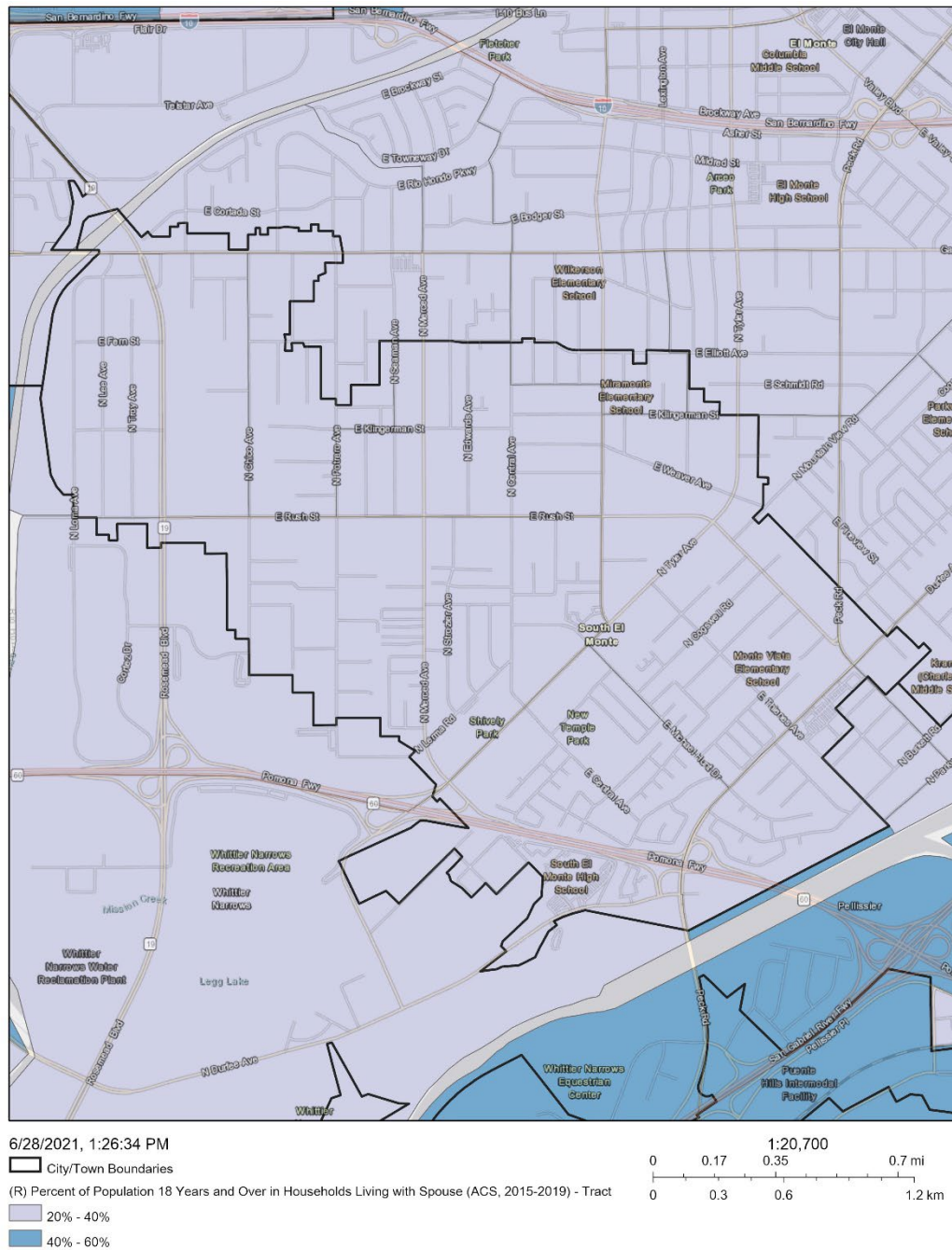


Figure 8(a): Adults Living with a Spouse in the Region

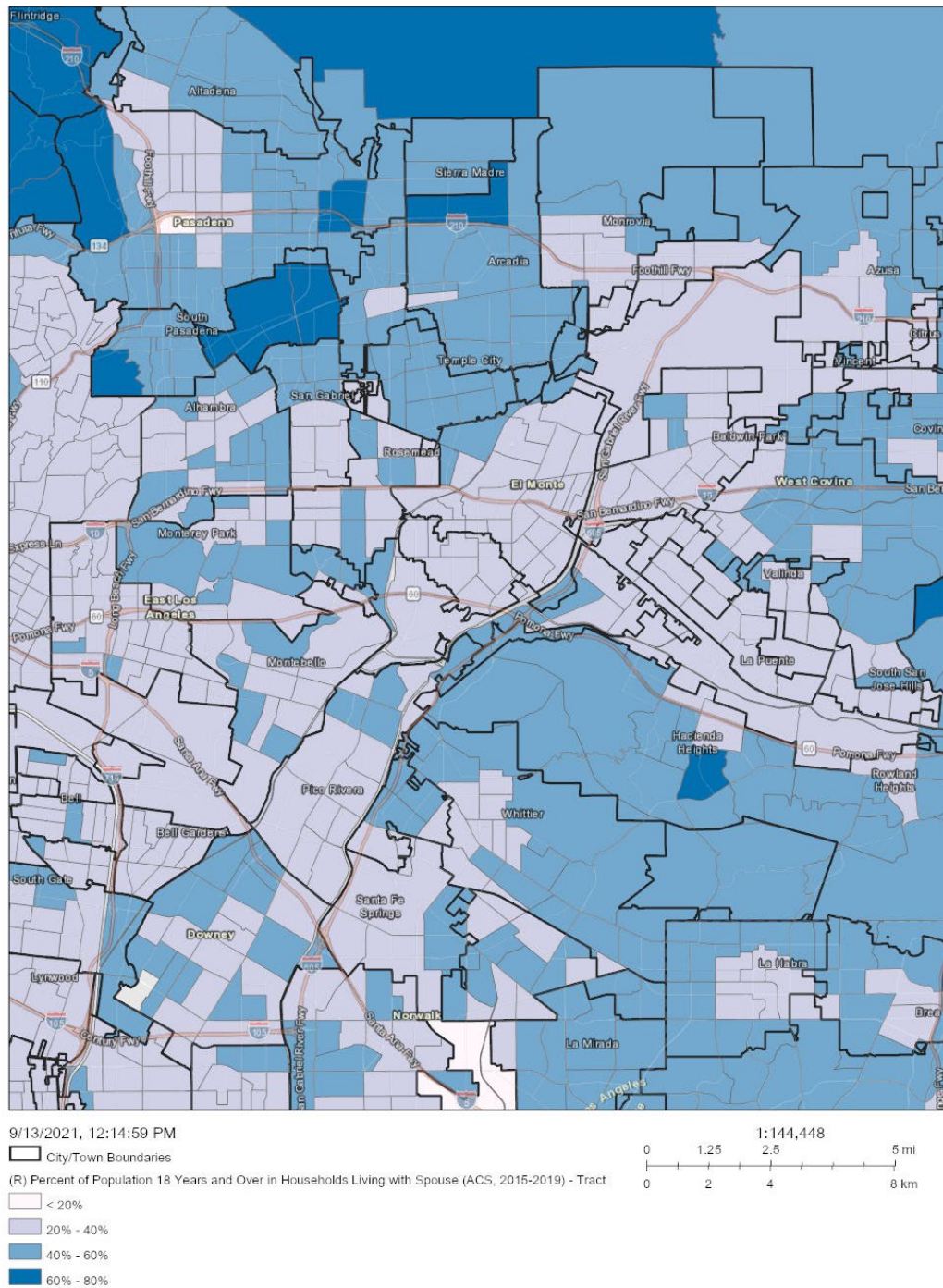


Figure 9: Children in Married Couple Households

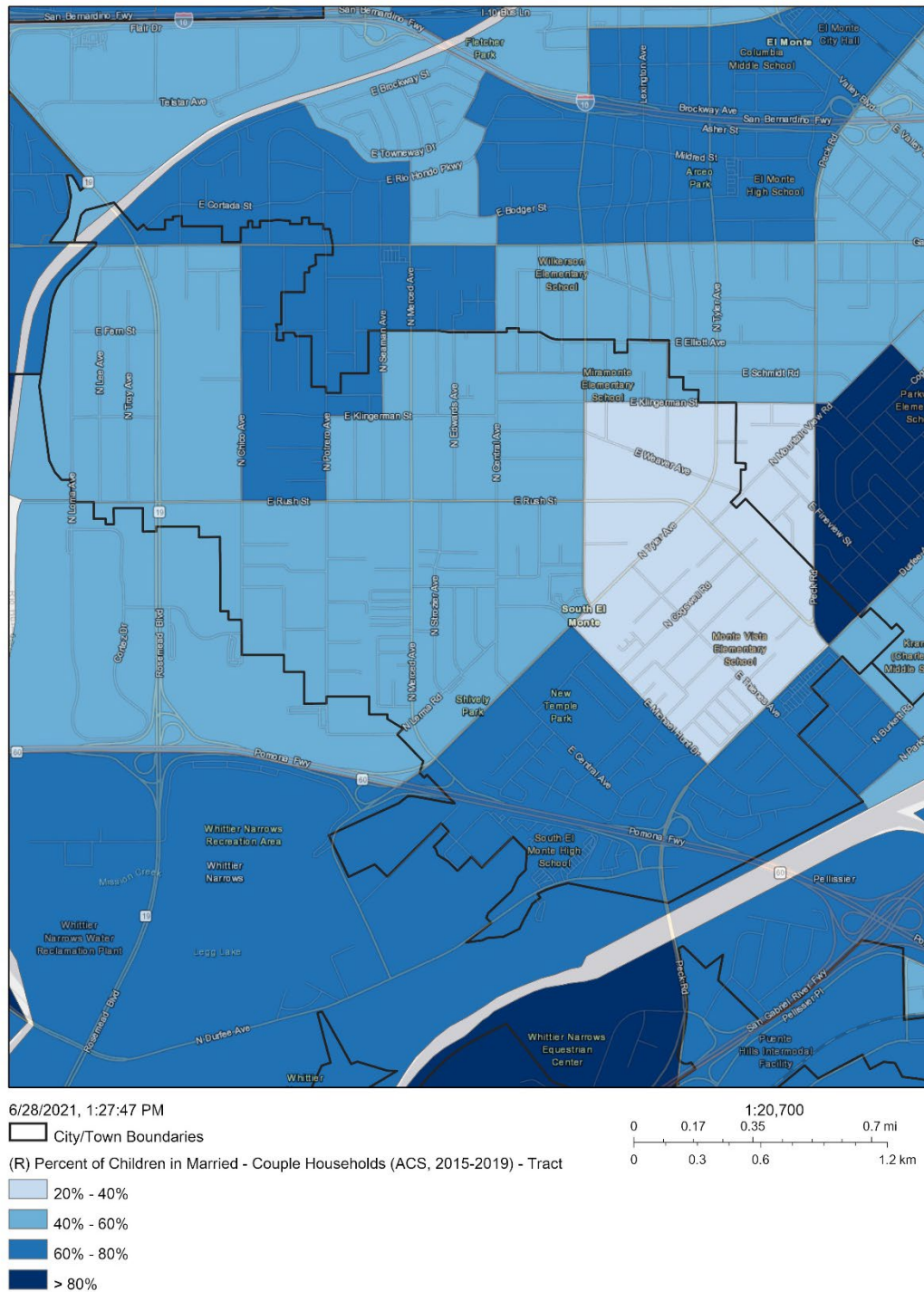
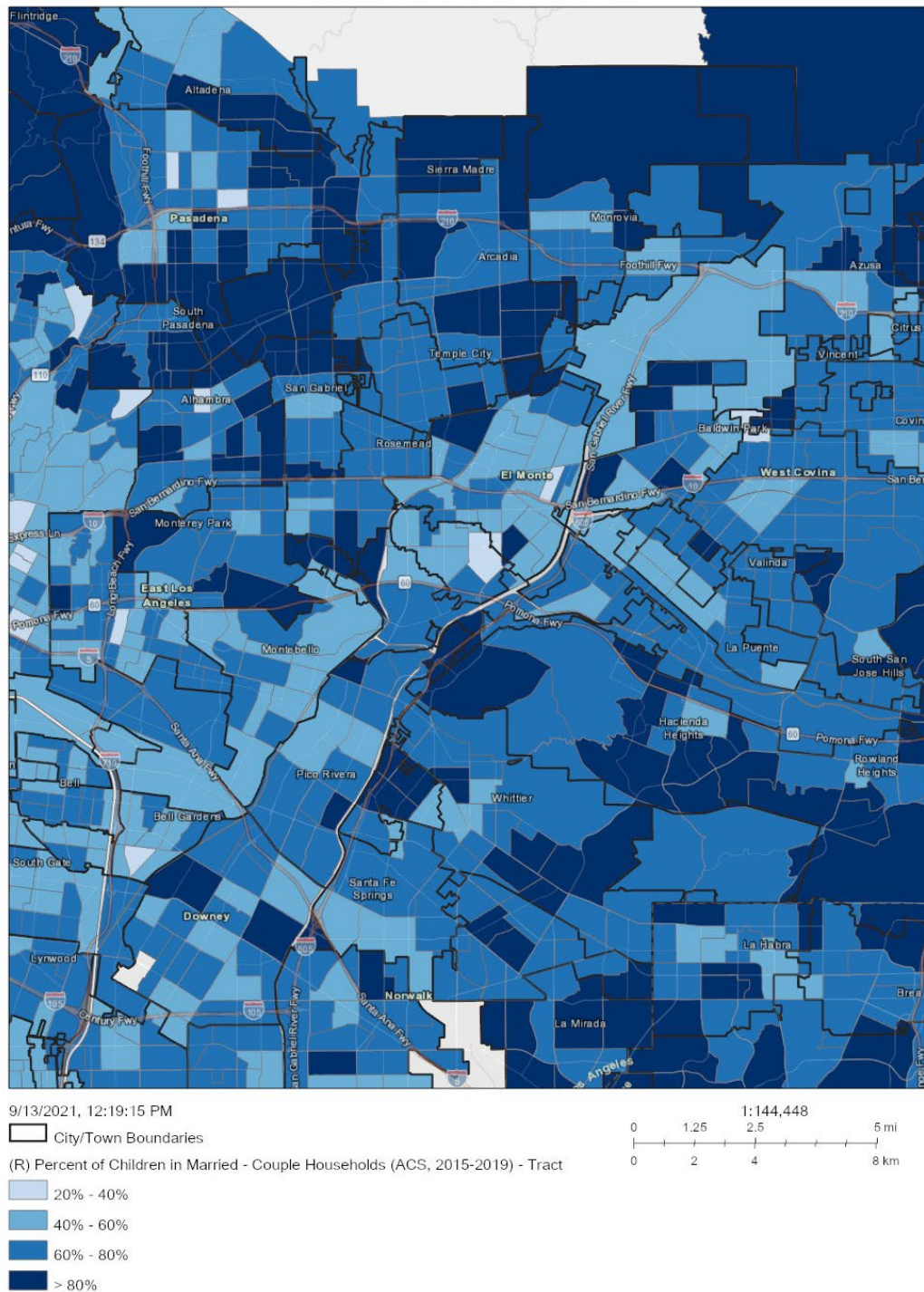


Figure 9(a): Children in Married Couple Households in the Region



4.2.4 Persons with Disabilities

Persons with disabilities can often experience discrimination in the housing process, or difficulties navigating certain dwelling units or areas. There is a low percentage of persons with disabilities residing in the City. Persons with disabilities are relatively evenly spread throughout City, with the higher concentration found in the northwest, central, and southern areas, as shown on **Figure 10, Disabilities**. **Figure 10(a)** shows the rate of people living with disabilities in the greater region. Historically, there appears to have been a greater percentage of the population, both within the City and in the neighboring jurisdictions, living with a disability (See **Figure 10(b), Disabilities 2010-2014**).

Throughout the County of Los Angeles, the American Community Survey estimates that approximately 10% of individuals live with one or more disabilities.

Figure 10: Disabilities

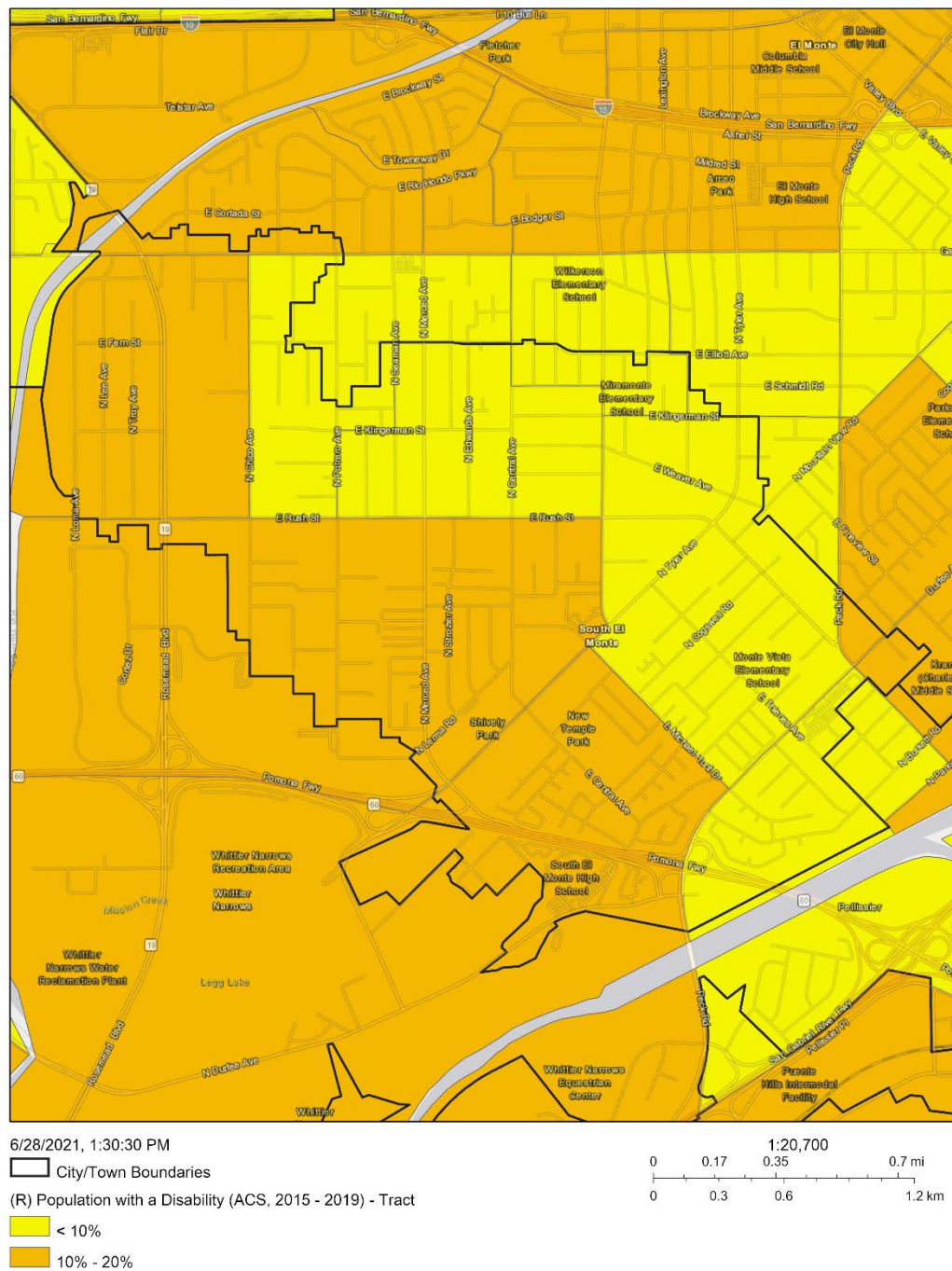


Figure 10(a): Disabilities in the Region

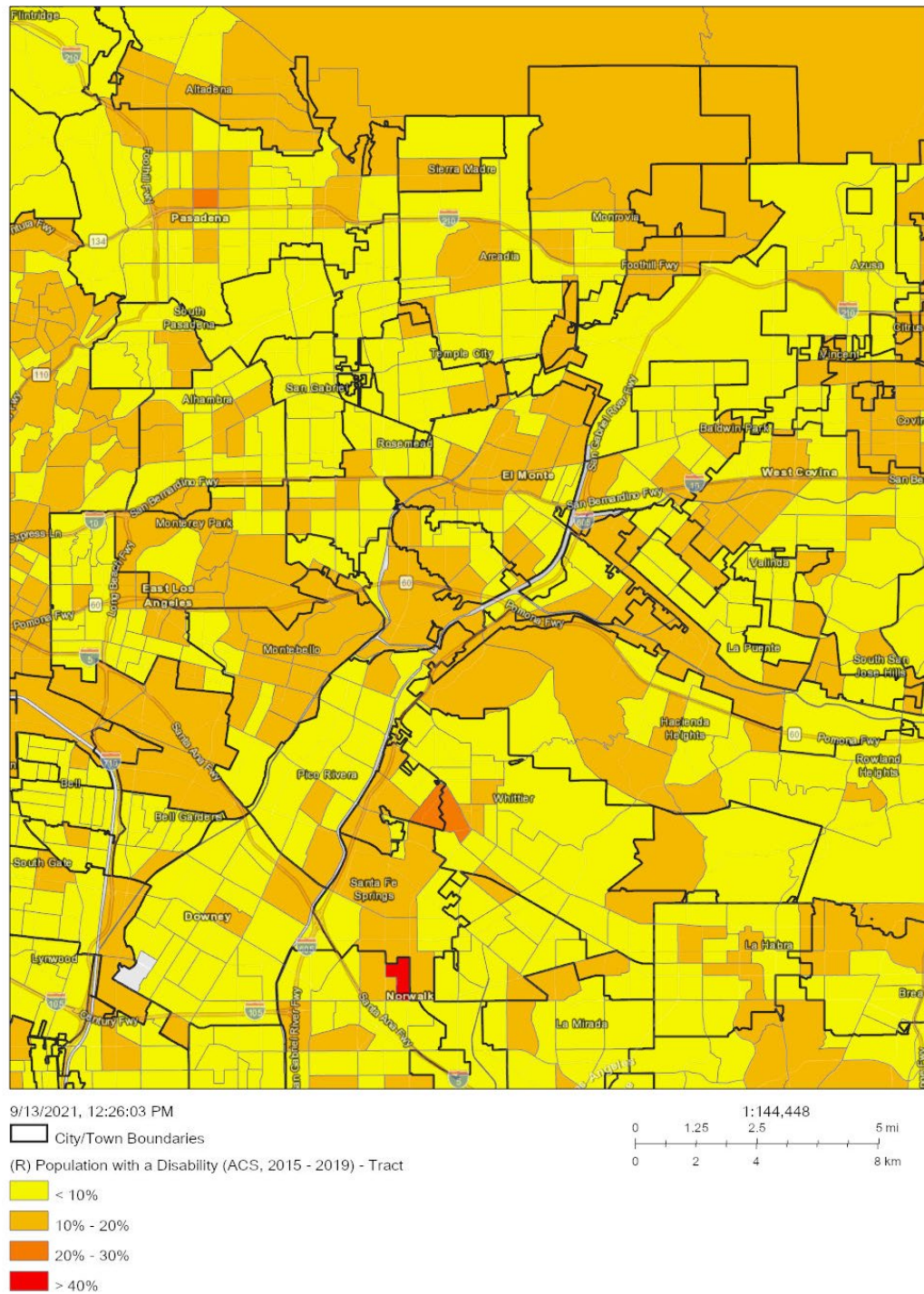
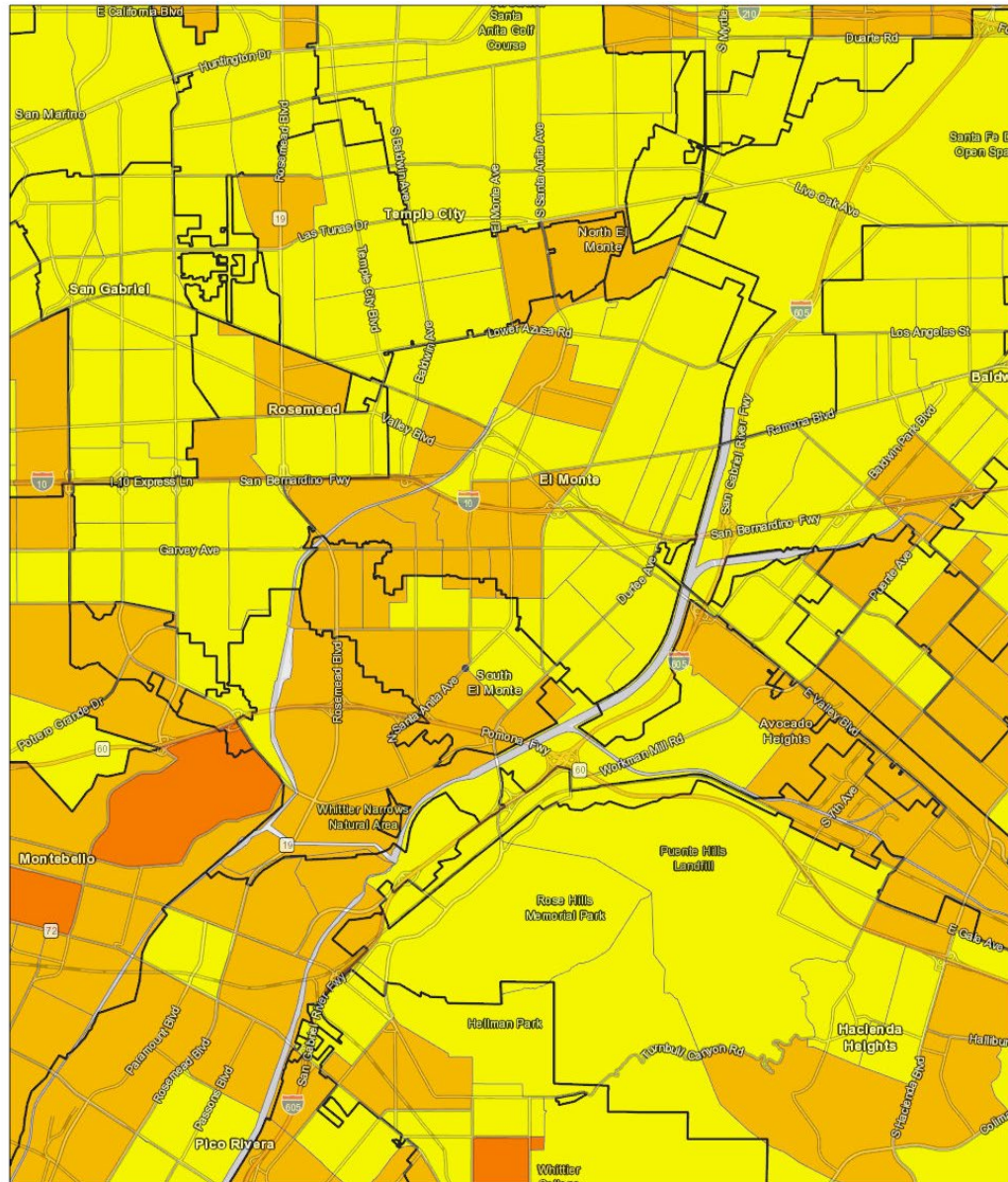


Figure 10(b): Disabilities 2010-2014

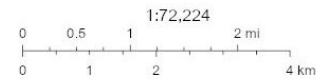


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City/Town Boundaries

(A) Population with a Disability (ACS, 2010 - 2014) - Tract

- < 10%
- 10% - 20%
- 20% - 30%



4.2.5 Neighborhood Segregation

As previously mentioned, residents in highly segregated neighborhoods often experience poorer life outcomes. The typologies in **Figure 11, Neighborhood Segregation in South El Monte**, identify which groups have more than 10 percent representation within the given tract. **Figure 11**, below, shows the central area of the City is occupied by Asian-Latinx communities, and the northwestern and eastern areas of the City are occupied by mostly Latinx communities. In the surrounding region (See **Figure 11(a), Neighborhood Segregation in the Region**) there are more group mix census tracts to the north, east, and south of South El Monte. There are mostly Latinx communities further to the west.

Figure 11: Neighborhood Segregation in South El Monte

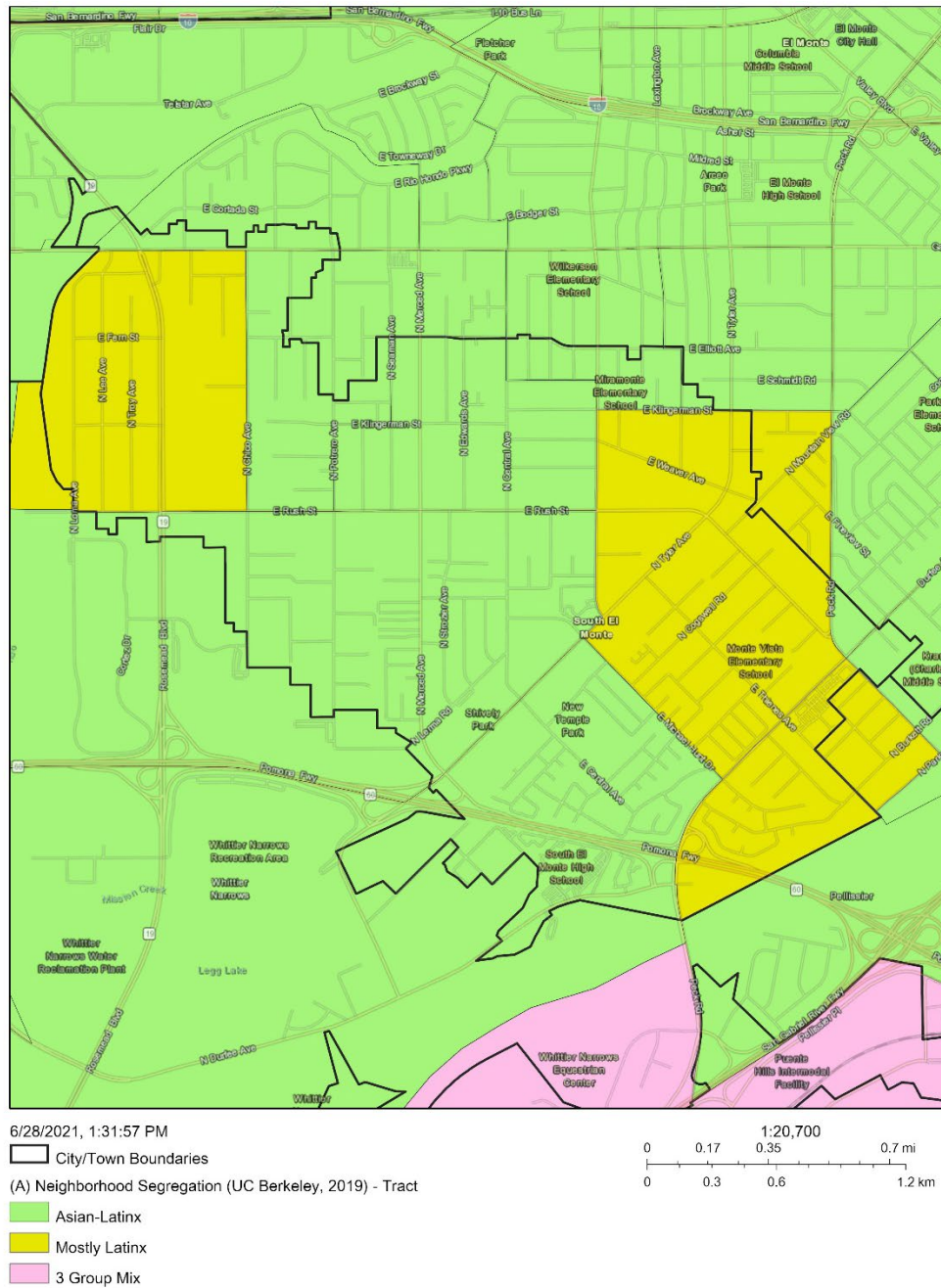
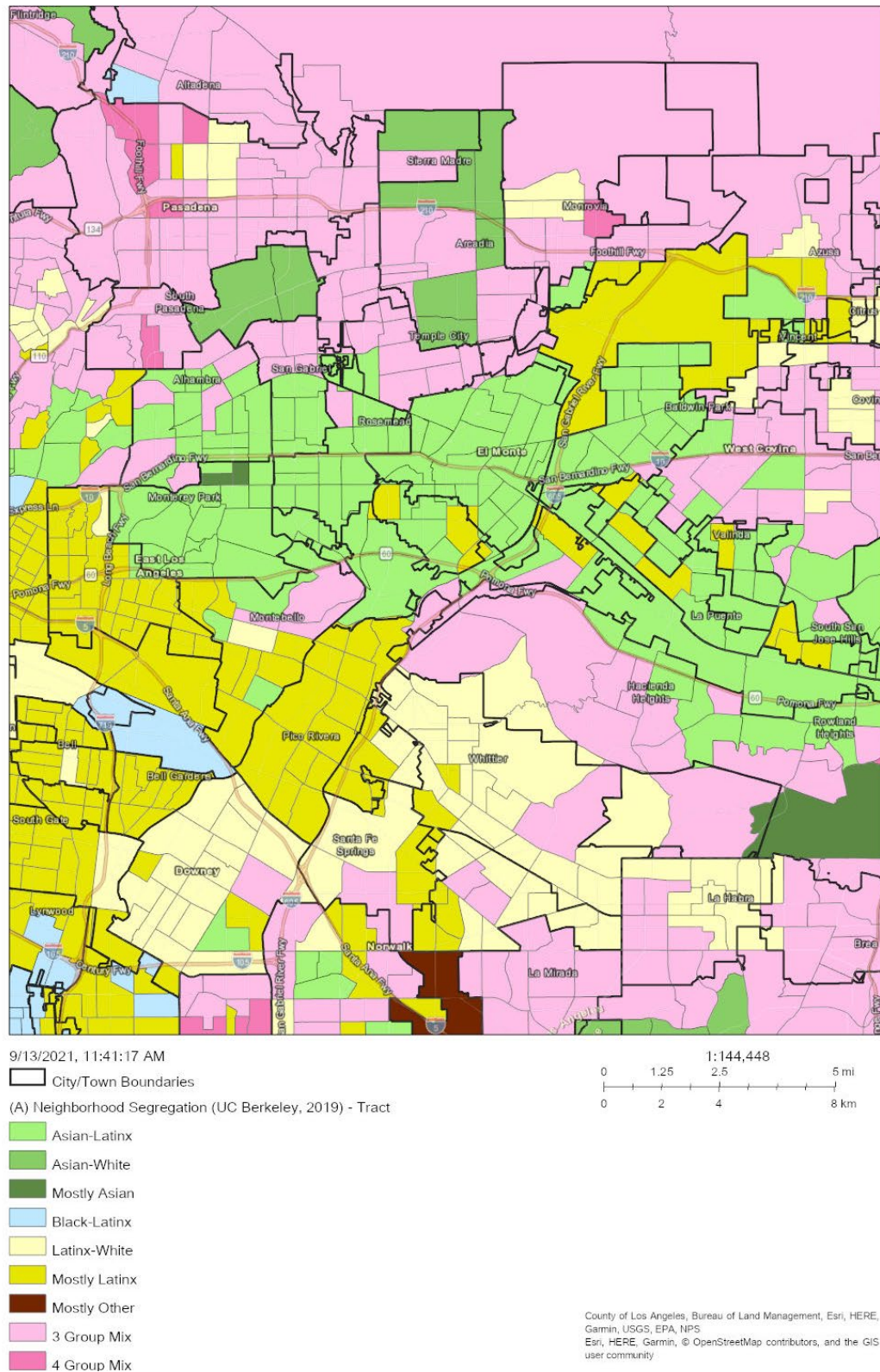


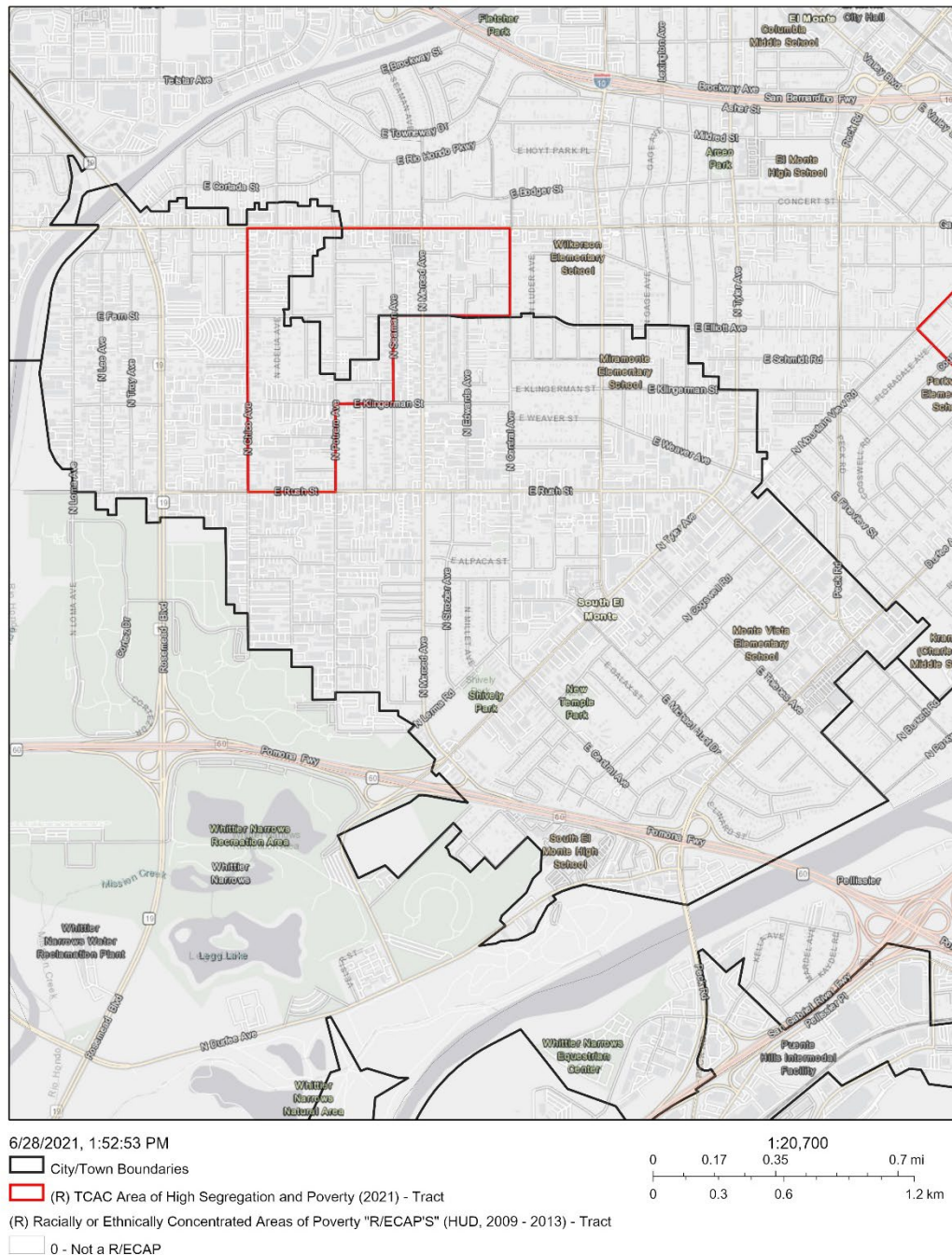
Figure 11(a): Neighborhood Segregation in the Region



4.3 Racially and Ethnically Concentrated Areas of Poverty

Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) are neighborhoods with concentrations of both poverty and singular races or ethnicities. These are generally census tracts with a majority of non-White residents and a poverty rate of 40 percent plus or three times the average tract poverty rate for the county. In addition to highlighting historic discrimination, R/ECAPs also have lower economic opportunity in the present day. **Figure 12, R/ECAP and Segregation and Poverty**, shows that there are no R/ECAPs in the City; however, there is an area of high segregation and poverty in the northern area of the City. This area falls under the lowest median income bracket (less than \$30,000) and has the highest concentration of poverty status (30 to 40 percent of the population) within the City as identified in **Figures 3 and 4**.

Figure 12: R/ECAP and Segregation and Poverty



4.3.1 Racial Concentrations in Areas of Affluence

While R/ECAPs indicate high concentrations of non-White residents where a disproportionate number of residents live in poverty, areas of affluence indicate census tracts where 80 percent of the population is White, and the median household income is \$125,000 or more. Per Figure 1 and 3, no block groups within the census tracts in the City have concentration of at least 80 percent White residents or median incomes higher than \$125,000.

4.4 Patterns Over Time

4.4.1 Mortgage Loan Access

A key aspect of fair housing choice is equal access to credit for the purchase or improvement of a home. Lending policies and requirements related to credit history, current credit rating, employment history and the general character of applicants, permit lenders to use a great deal of discretion and in the process deny loans even though the prospective borrower would have been an acceptable risk.

Like many regions throughout the United States, Los Angeles has a history of excluding non-White people from the housing market through practices such as mortgage redlining. Mortgage redlining is a mapping exercise practiced by the federal governments' Home Owners' Loan Corporation (HOLC), which was used to guide mortgage lending desirability in residential neighborhoods based on racial and ethnic demographics, making it difficult for people of color to access loans for homeownership.

4.4.2 Demographic Trends

The Needs Assessment, provided in **Appendix B – Needs Assessment**, provides additional data and analysis of the demographic patterns within the City. The effects of the previously discussed historical patterns over time can be seen reflected in the current demographic makeup of the City.

4.5 Disparities in Access to Opportunity

Lower-income housing and racially segregated communities are disproportionately impacted by a combination of locational factors such as proximity to landfills, freeways, industrial areas, and other toxins and pollutants. Recent studies have shown that the distribution of affordable housing has been disproportionately developed in minority neighborhoods with poor environmental conditions and high poverty rates, thereby reinforcing poverty concentration and racial segregation in low-opportunity and low-resource areas.

Affordable housing in high-opportunity/high-resource areas give low-income residents access to resources such as quality schools, employment, transportation, low poverty exposure, and environmentally healthy neighborhoods. Research indicates that amongst various economic and social factors, being in proximity to certain amenities can encourage positive critical life outcomes.⁵ There has been an increased focus in deconcentrating poverty and promoting affordable housing in high opportunity areas. This trend is evident in the states' allocation of Low-Income Housing Credit (LIHTC) dollars—the primary subsidy that is available for developing and preserving affordable housing. To allocate these credits, the California Housing Finance Agency (CalHFA) develops a competitive scoring system. In recent years, the scoring system has been adjusted to promote investment in affordable housing in areas with access to opportunity in the context

⁵ Freddie Mac and the National Housing Trust. Spotlight on Underserved Markets: *Opportunity Incentives in LIHTC Qualified Allocation Plans*. Freddie Mac and the National Housing Trust, 2020.
https://www.sahfnet.org/sites/default/files/uploads/resources/opportunity_incentives_in_lihtc_qualified_allocation_plans.pdf

of other affordable needs. Several agencies, including the Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) in coordination with the California Tax Credit Allocation Committee (TCAC), have developed methodologies to assess and measure geographic access to opportunity (including education, poverty, transportation, and employment) in areas throughout California. The Opportunity Map created by TCAC and HCD (using data from 2020) is used to identify areas in the region whose characteristics are shown by research to support positive economic, educational, and health outcomes for low-income families—particularly long-term outcomes for children.

High Resource areas are those areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The primary function of TCAC is to oversee the LIHTC Program, which provides funding to developers of affordable rental housing. The Opportunity Map plays a critical role in shaping the future distribution of affordable housing in areas with the highest opportunity. The 2020 TCAC/HCD Opportunity Map, below identifies the entire City as Low Resource—a composite score which is created from scoring access to opportunity in relation to education, economic development, and the environment (**Figure 13, Overall Opportunity Map for South El Monte**). South El Monte is relatively less resourced than its immediate neighboring jurisdictions such as Temple City, Hacienda Heights, and West Covina which are generally Moderate to Highest Resourced (**Figure 13(a), Overall Opportunity Map for the Region**) The geographic distribution of affordable and publicly owned housing within the City should thus, consider distribution in areas where transportation and services are readily available. As such, this section will review access to opportunity in relation to education, economic development, environment, transportation, and access to opportunities for persons with disabilities.

Figure 13: Overall Opportunity Map for South El Monte

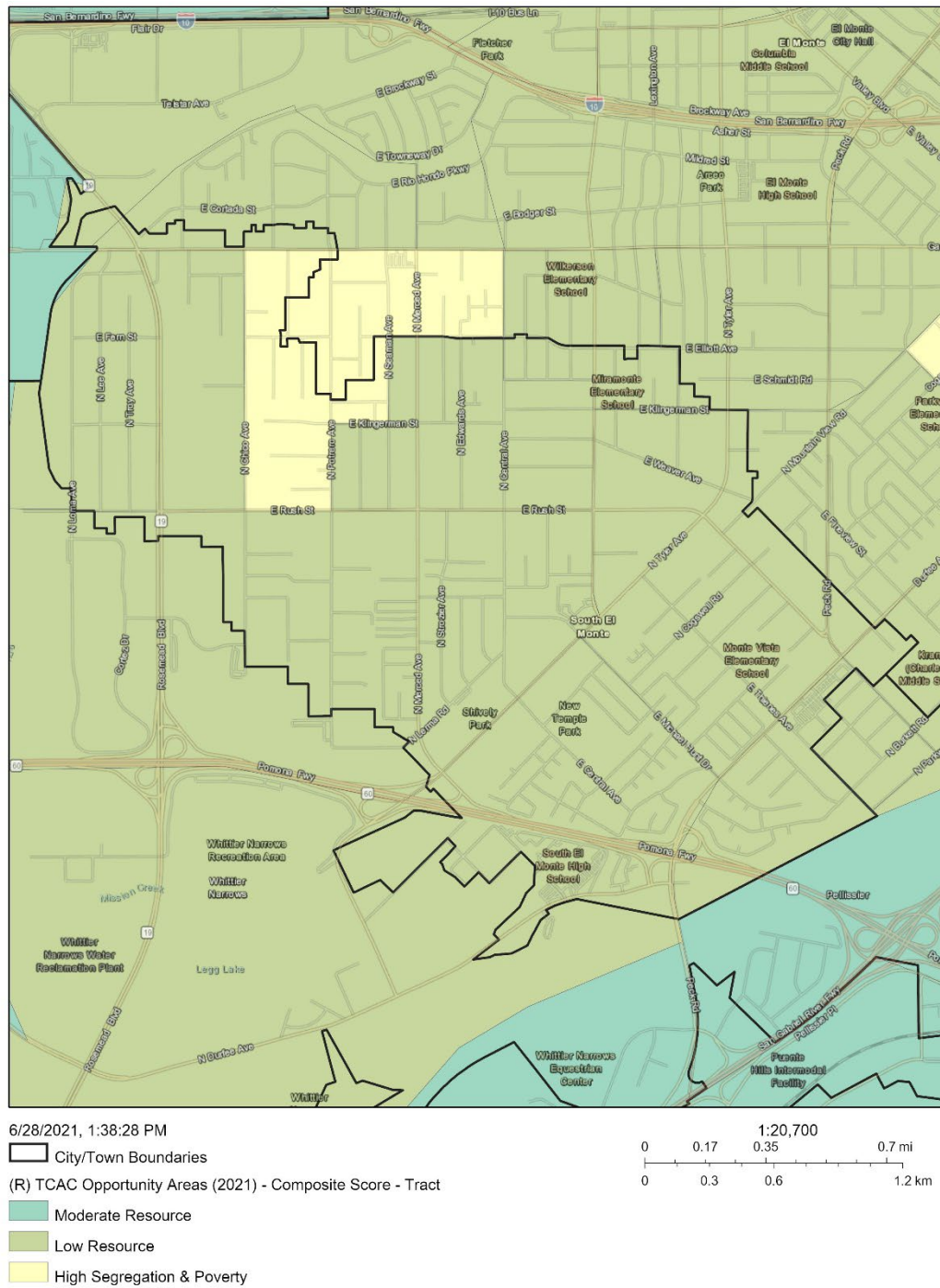
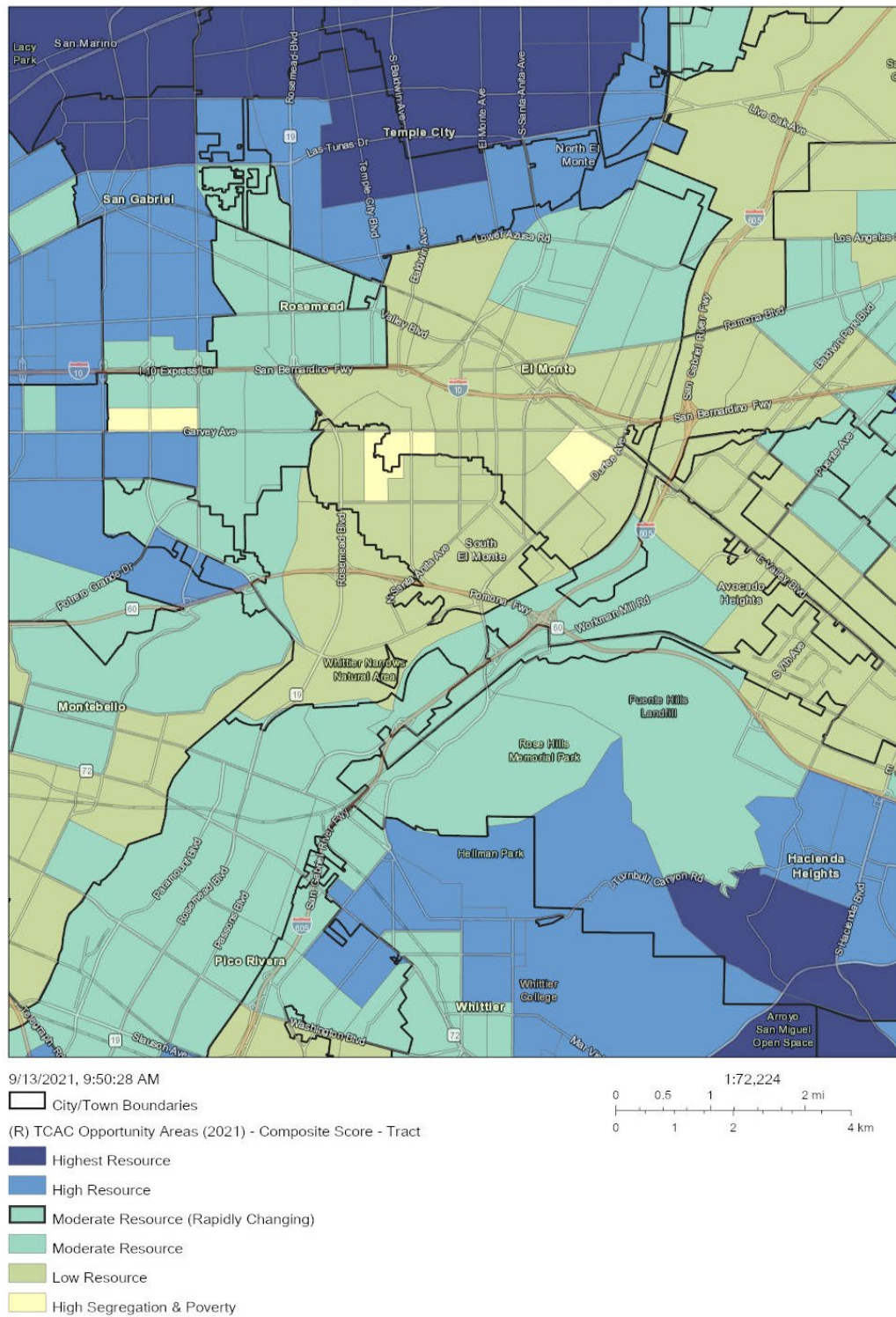


Figure 13(a): Overall Opportunity Map for the Region



4.5.1 Access to Education

The TCAC Opportunity Area Access to Education analysis considers math and reading proficiency standards, high school graduation rates, and student poverty rates.⁶ **Figure 14, Opportunity for Education in South El Monte** shows that the opportunity for access to education is low throughout the City. Moreover, the northwestern portion of the City shows fewer positive outcomes. This area is also within the areas with high segregation and poverty shown in **Figure 12**. Compared to the nearby region, South El Monte experiences less positive educational outcomes than its neighboring cities (**Figure 14(a), Opporutnity for Education in the Region**). According to the Los Angeles County Office of Education, the City falls under four school districts, three of the districts are considered Elementary School Districts, and one is considered a High School District. South El Monte High School is rated above average 7/10 according to GreatSchools. The average elementary school rating is 6/10, with two school being rated 5/10, one rated 6/10, and one rated 8/10. Although public schools are located throughout the City, the southern area, linked to a higher median income, has access to more resources such as head start programs and private schools.

⁶California Fair Housing Task Force (HCD/TCAC). *Methodology for the 2020 TCAC/HCD Opportunity Map*. 2020. <https://www.treasurer.ca.gov/ctcac/opportunity/2020-tcac-hcd-methodology.pdf>

Figure 14. Opportunity for Education in South El Monte

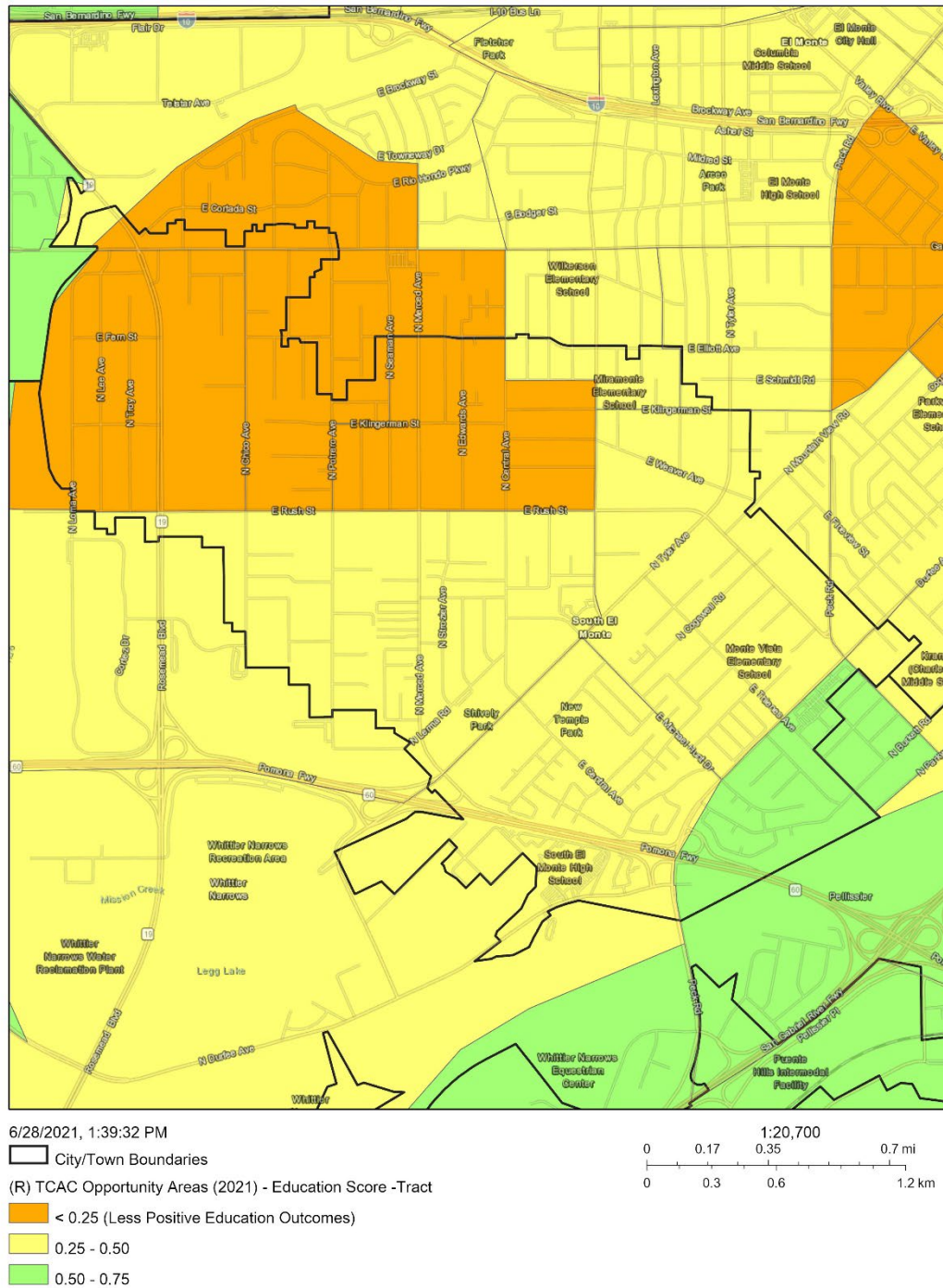
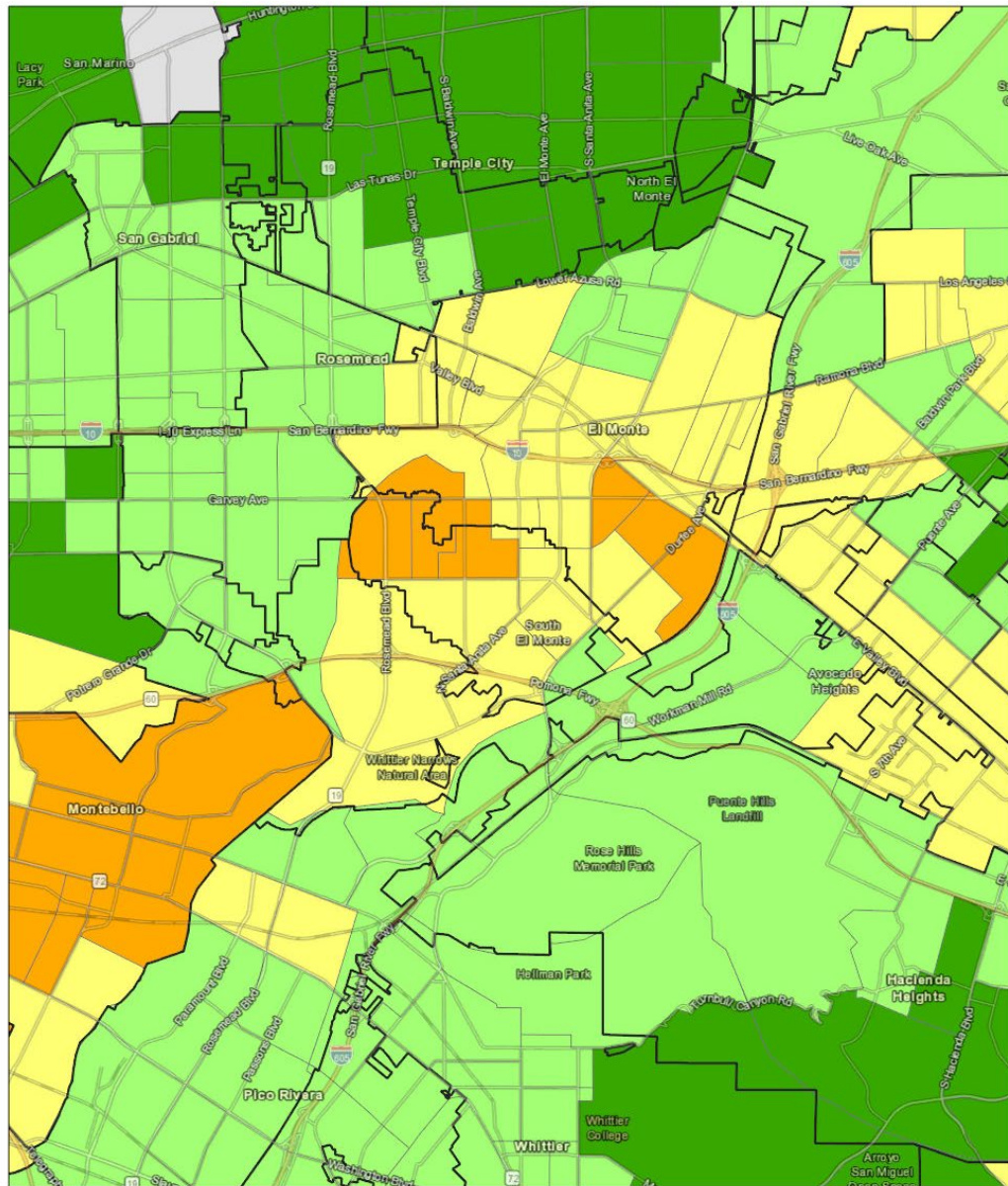


Figure 14 (a). Opportunity for Education in the Region



4.5.2 Access to Economic Opportunity

Poverty, adult education, employment, and job proximity are analyzed when assessing access to opportunity for economic development. Less positive economic outcomes are in the northern and eastern areas of the City, as can be seen on **Figure 15, Opportunity for Economic Development in South El Monte**. South El Monte shares less positive economic outcomes with its local region (See **Figure 15(a), Opportunity for Economic Development in the Region**). The central and southern areas of the City have slightly higher score of .25-.50. Generally, the areas with a less positive score (< .25) or between a .25 and .50 score correlate with the areas of moderate to high jobs proximity index score as shown in **Figure 16, Jobs Proximity Index of South El Monte**. The jobs proximity index scores considered jobs that may be accessible to a low-wage or low-to-moderate-skill worker. The northwest, central, and southwest areas of the City have a higher index score of 60 to 80. The most prevalent job in the City is Manufacturing, accounting for 19.3 percent of total jobs within the City (refer to Table 3-8 in the Needs Assessment). Neighboring cities have similar scores with the exception of Montebello and Whittier to the south of the City.

Figure 15. Opportunity for Economic Development in South El Monte

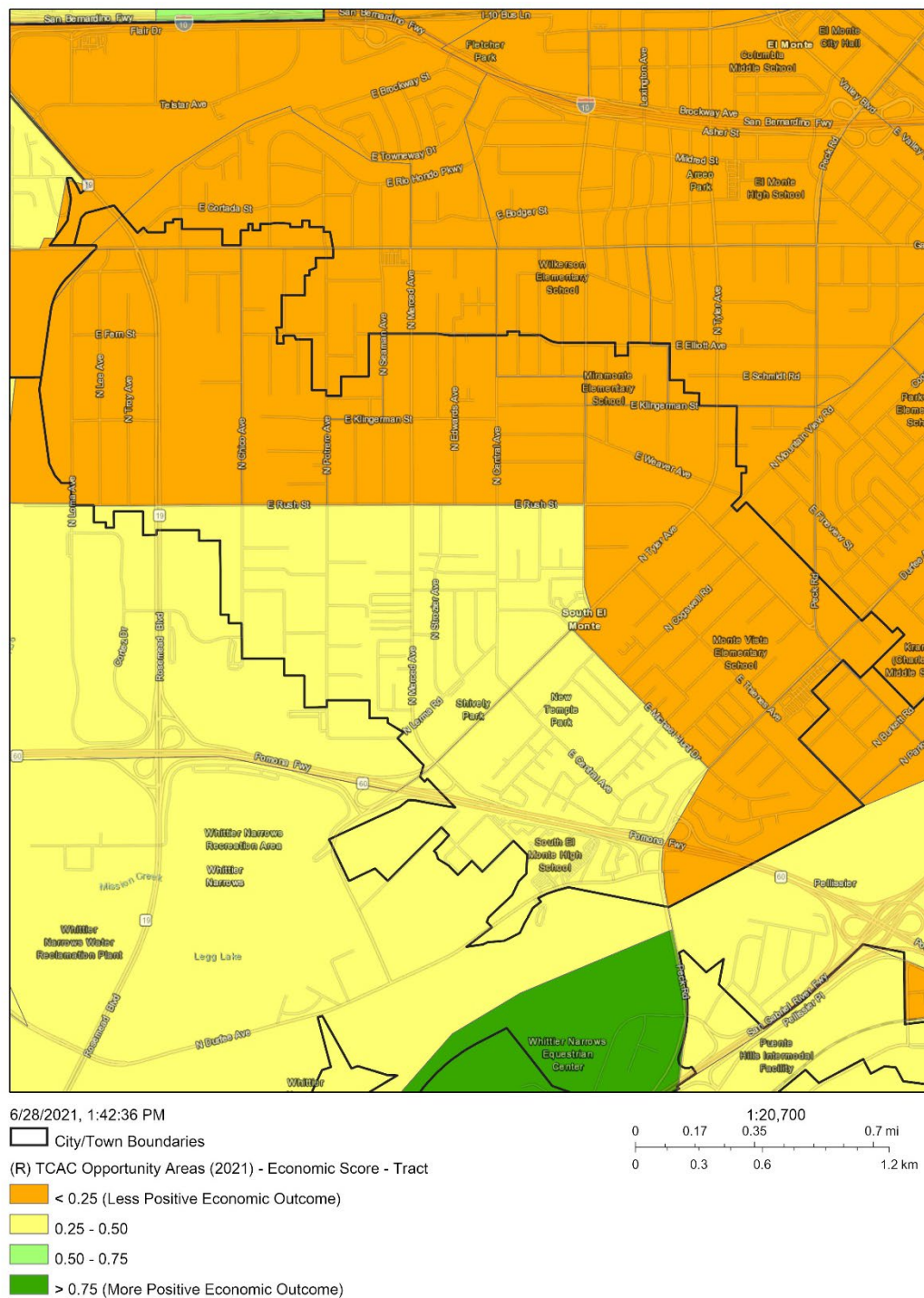


Figure 15(a). Opportunity for Economic Development in the Region

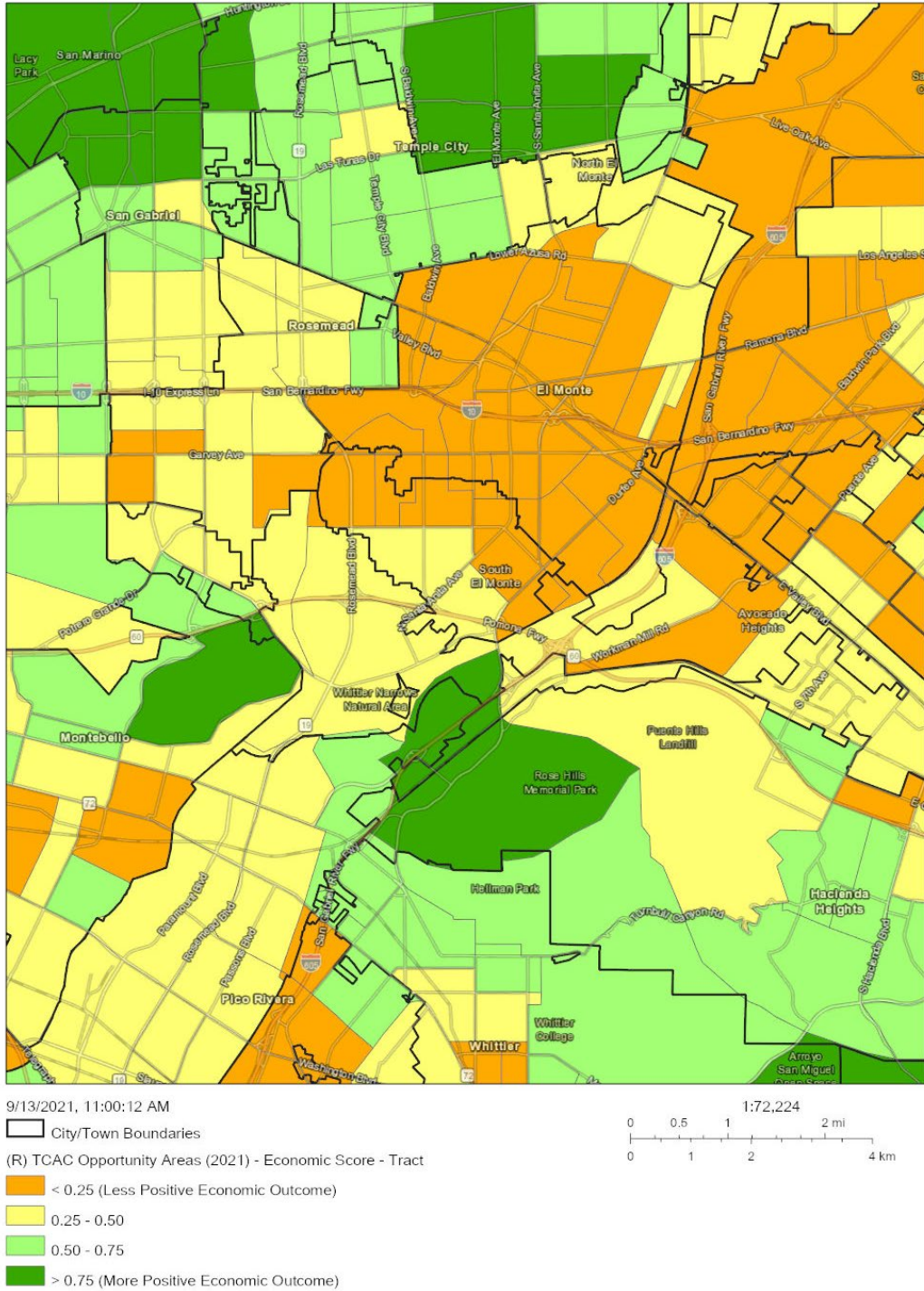


Figure 16. Jobs Proximity Index of South El Monte

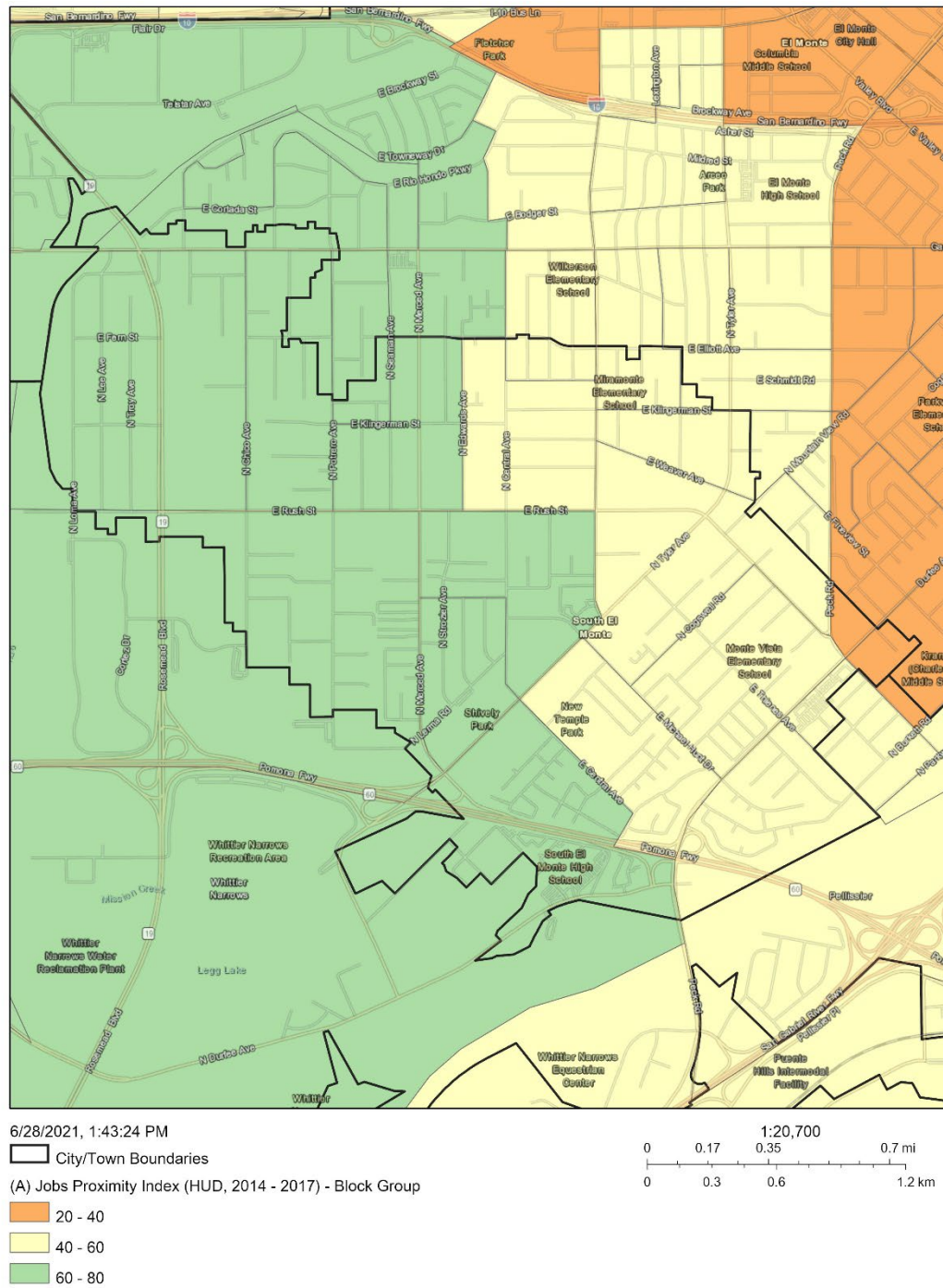
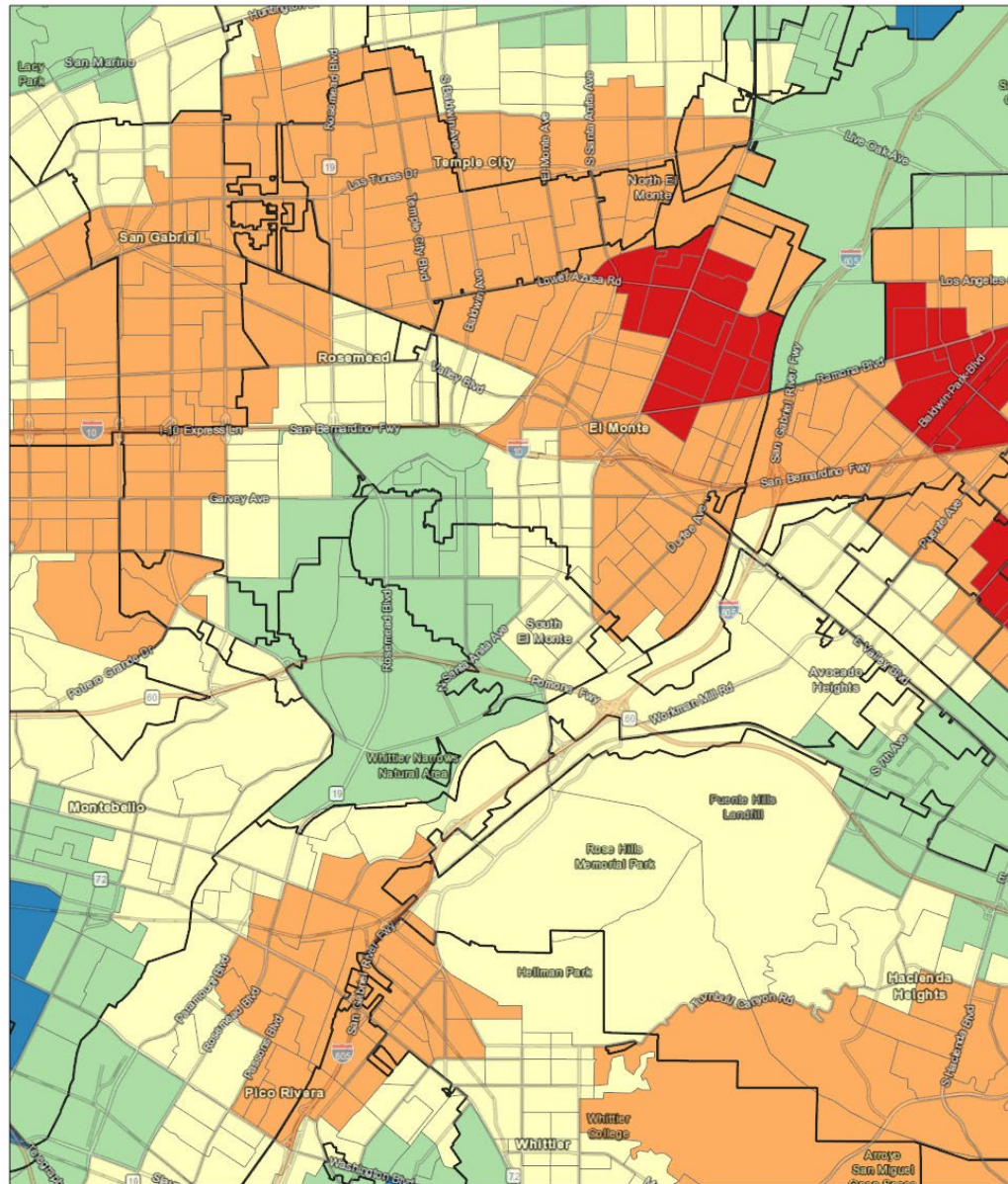


Figure 16(a). Jobs Proximity Index of the Region



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City/Town Boundaries

(A) Jobs Proximity Index (HUD, 2014 - 2017) - Block Group

< 20 (Furthest Proximity)

20 - 40

40 - 60

60 - 80

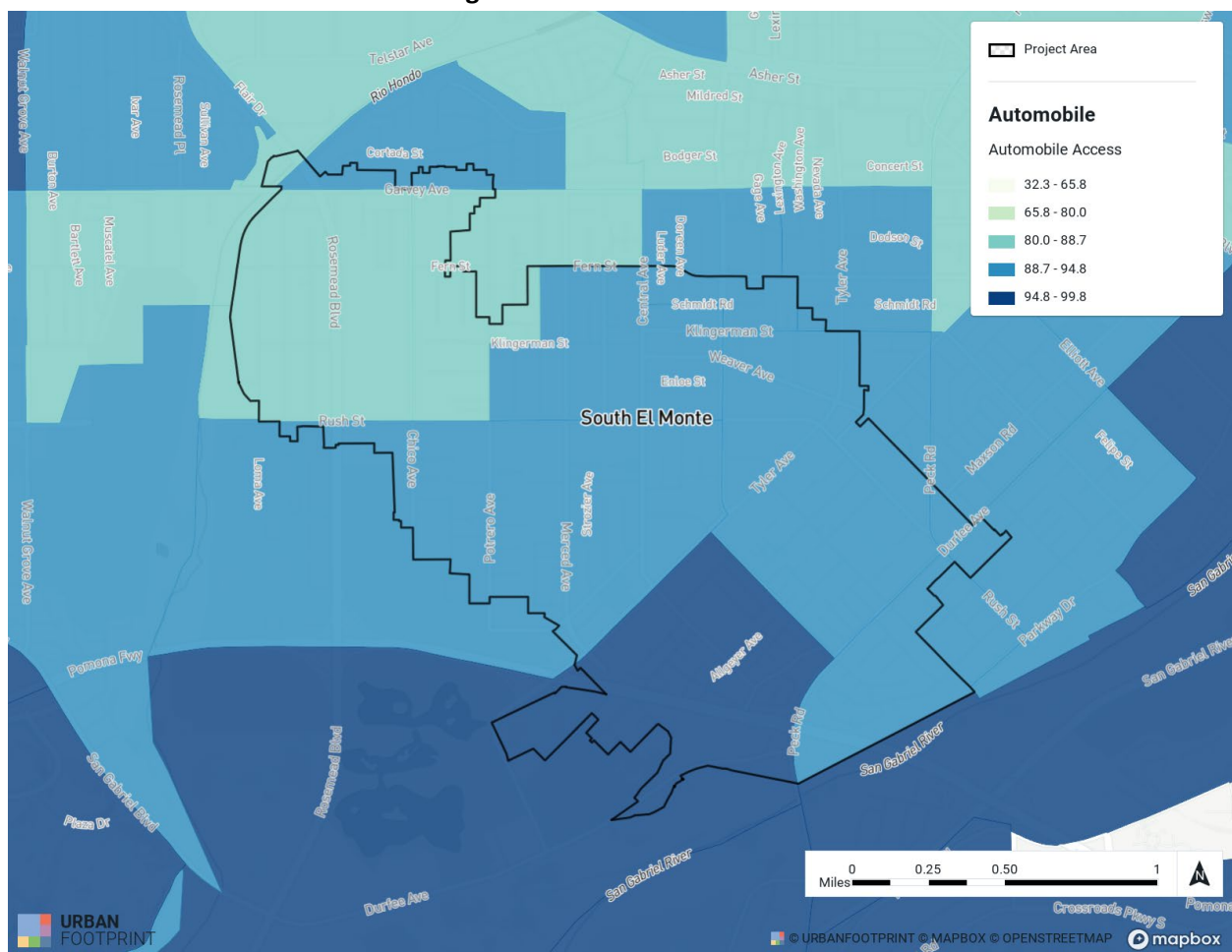
> 80 (Closest Proximity)

1:72,224
0 0.5 1 2 mi
0 1 2 4 km

4.5.3 Access to Transportation

Access to transportation opportunities is important, especially for people with lower levels of income who may not be able to afford a car. The City does not have access to rail transit and although it is well-served by several bus stops, there are limited bus stops considered “major transit stops”. All households in the City are within biking distance to bus stops, and 77 percent of households are within walking distance to bus stops. In suburban neighborhoods, or more rural areas or areas with no major transit lines, access to a car is important for long distance commutes. The rates of automobile ownership can be seen on **Figure 17, Automobile Access**. Automobile access is at least 80 percent of the population in any given tract within the City and neighboring jurisdictions.

Figure 17. Automobile Access



4.5.4 Access to a Healthy Environment

Access to a clean and healthy environment plays an important role in the quality of life for residents. Levels of air pollution, water quality, access to open spaces, vegetation, and more contribute to environmental factors that go into different indexes which attempt to show levels of environmental quality. **Figure 18, Opportunity for Environment in South El Monte** shows the opportunity for access to environmentally healthy neighborhoods. As shown on **Figure 18**, most of the City is considered to have a less positive environmental outcome with a score of less than .25. A small portion in the northern area of the City has a slightly higher score between .25 and .50, but overall, the City has very poor access to environmental resources. **Figure 18(a), Opportunity for Environment in the Region** shows that the local region experiences relatively low opportunity for environment scores with scattered higher ratings. **Figure 19, CalEnviroScreen 3.0**, indicates the City ranks in between the 80 to 100 percentile range, meaning they are highly exposed to environmental pollutants. The eastern area of the City has the highest percentile range of 90 to 100 percent. Some specific factors that are especially poor in this area include ozone levels, drinking water contamination, groundwater threats, and low birth weights. **Figure 20, Healthy Places Index**, shows the healthy places index (HPI) scores for the City. This index uses data that impacts personal health and compiles it to show where the healthiest and least healthy places are to live. In the City, the scores are very low with the entire City falling within the two lowest healthy environment scores. The lowest scores, between 0 and 20, are located in the northern and western areas of the city. To further analyze the environment, **Figure 21, Parks**, shows parks in the City. The presence and quality of parks and open spaces are one factor that are considered when determining if an environment is healthy. As seen on **Figure 21**, there are only three parks in the City—one located in the center, and two located in the southern area. The southwestern area of the City abuts a park; however, this area is made up of mainly industrial and manufacturing uses and is not easily accessible to residential uses. It should be noted that this park is further buffered from the City by a major highway and boulevard. A portion of this large park is also used as a golf course.

The City is currently updating the General Plan's Public Safety Element to include an environmental justice component. As such, the City recognizes that the City's critical public health and chronic hazards are access to parks, safe and sanitary housing, and air pollution. Improving the environmental health of neighborhoods requires multiple levels of efforts, including land use planning, transportation considerations, urban forest management, healthy food options, park investments and more.

Figure 18: Opportunity for a Healthy Environment in South El Monte

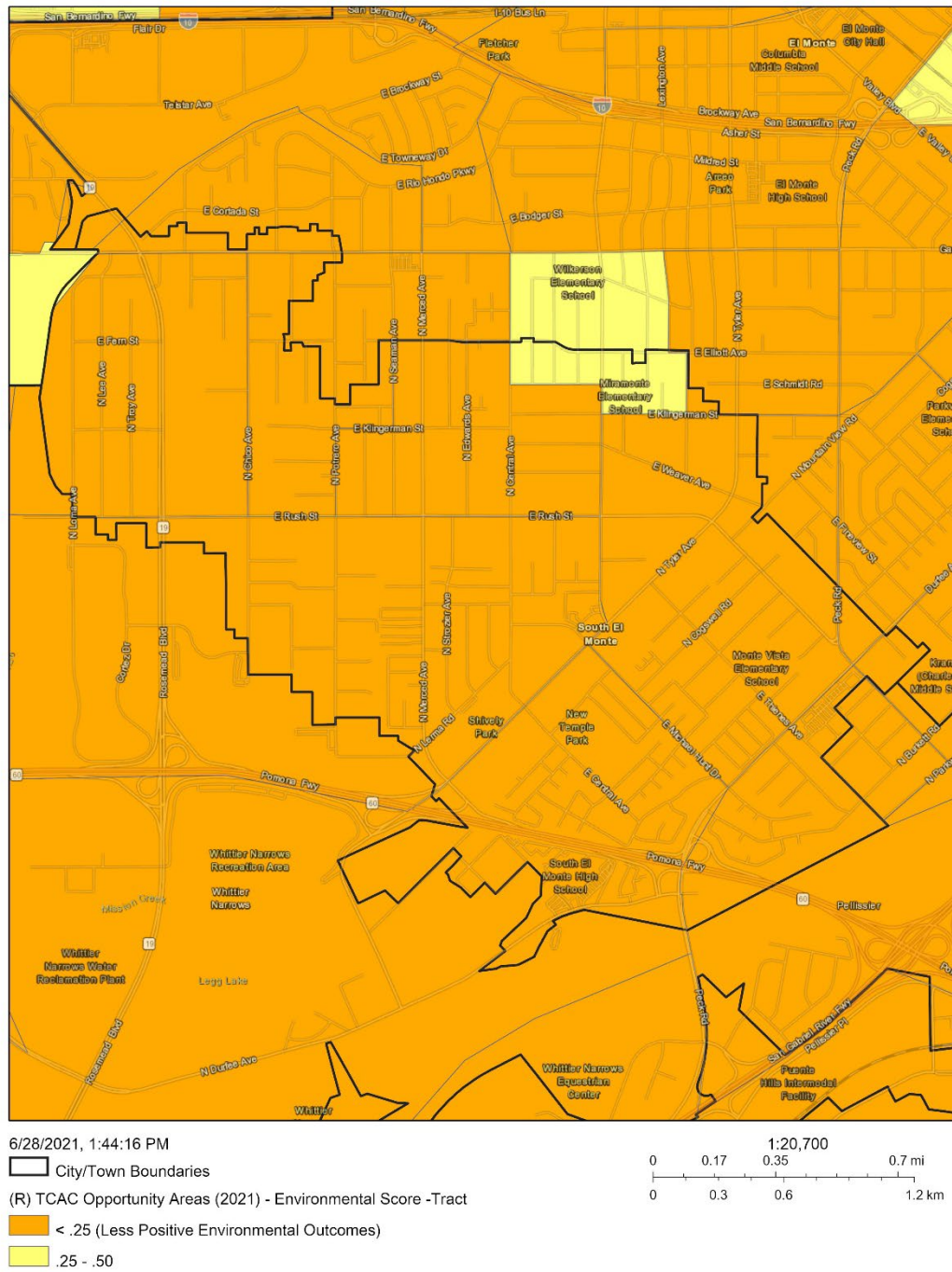
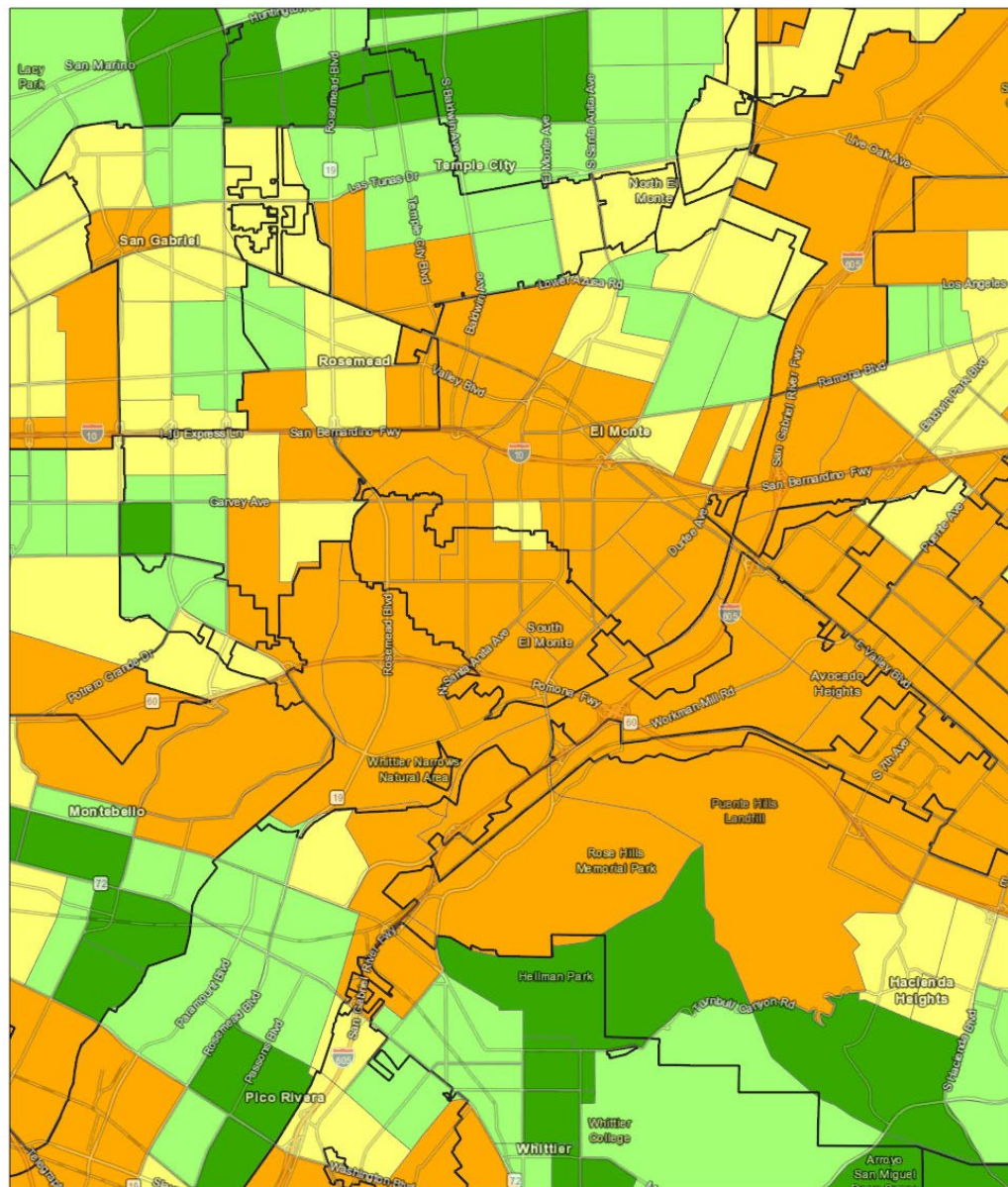


Figure 18(a): Opportunity for a Healthy Environment in the Region



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City/Town Boundaries

(R) TCAC Opportunity Areas (2021) - Environmental Score -Tract

< .25 (Less Positive Environmental Outcomes)

.25 - .50

.50 - .75

.75 - 1 (More Positive Environmental Outcomes)

1:72,224
0 0.5 1 2 mi
0 1 2 4 km

Figure 19: CalEnviroScreen 3.0

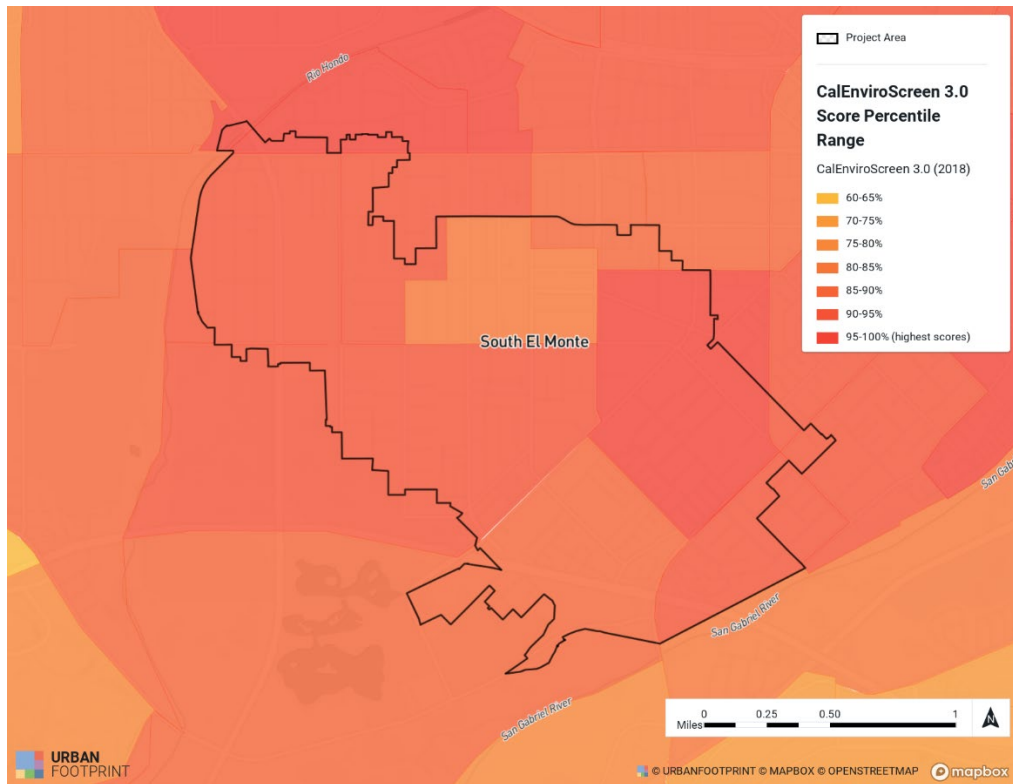


Figure 20: Healthy Places Index

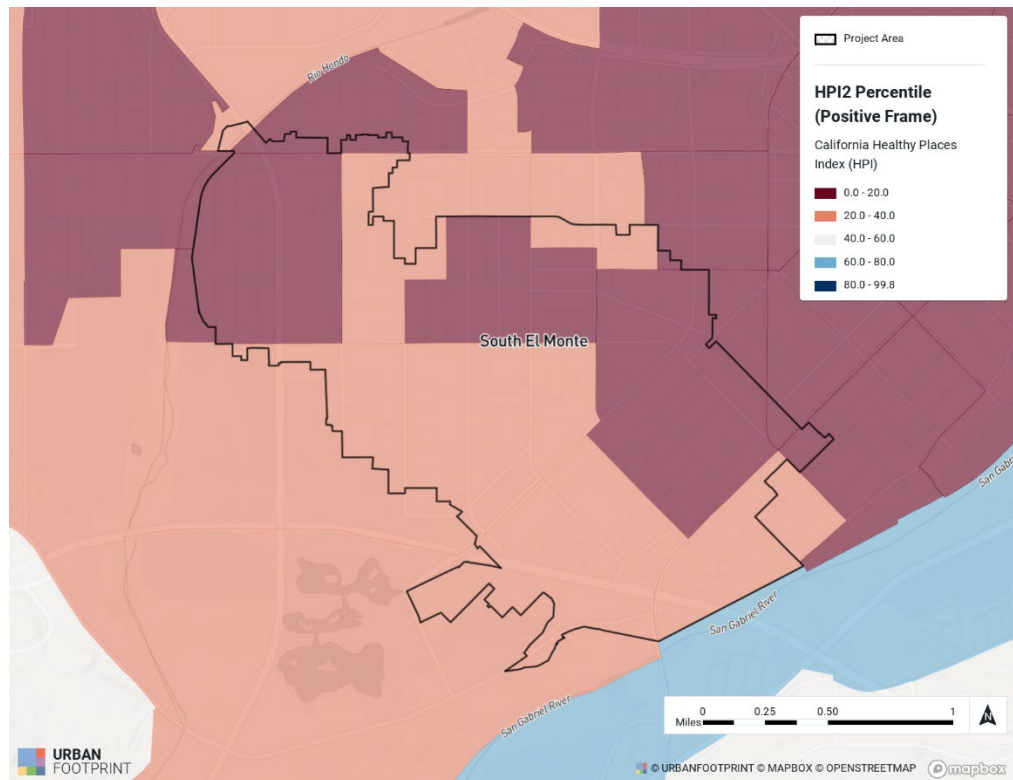
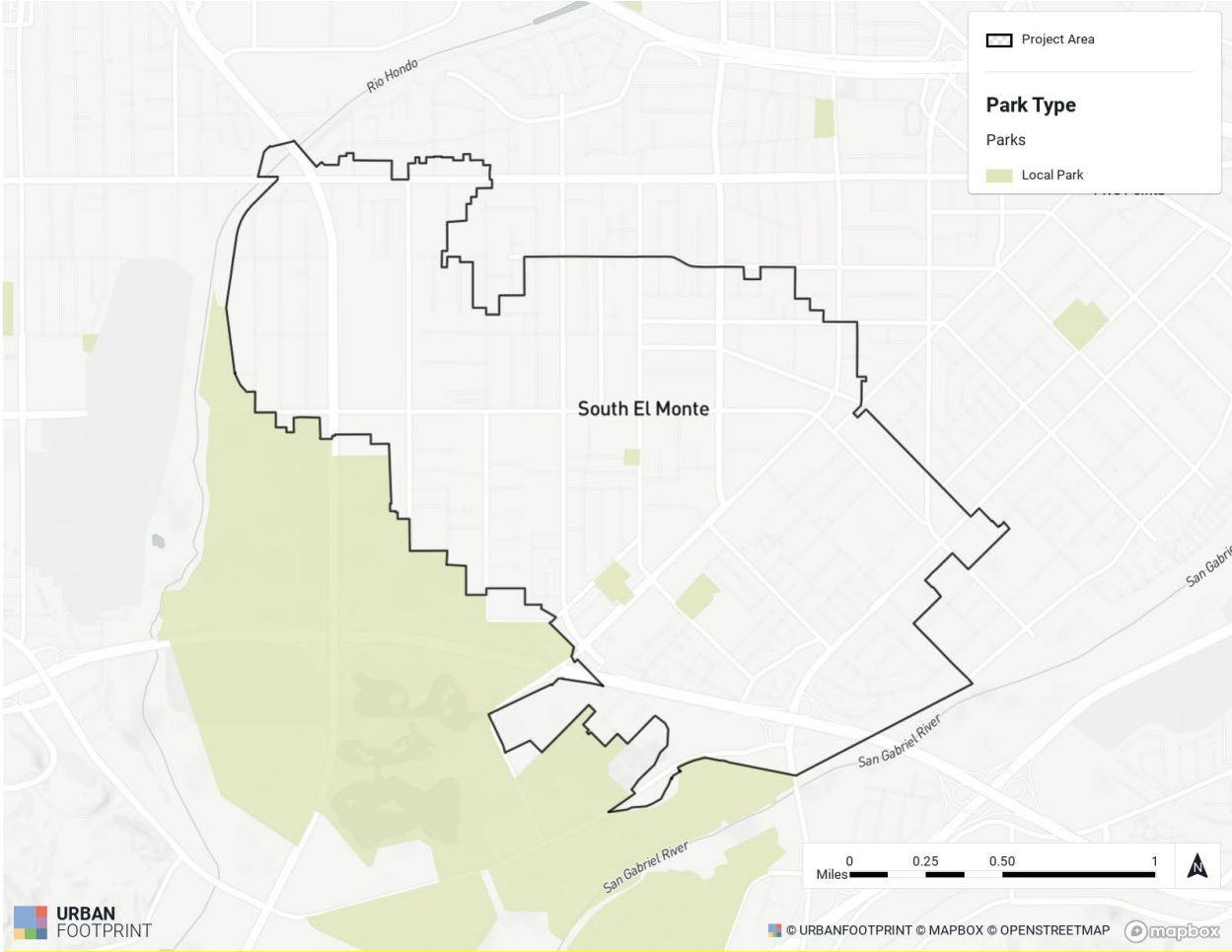


Figure 21: Parks Near South El Monte



4.5.5 Access to Opportunity for Person with Disabilities

Trends related to persons with disabilities, including local and state analysis of prevalence of disabilities by type and age group are included in the Needs Assessment included in **Appendix B - Community Profile**. The Needs Assessment also covers services that are offered for persons with disabilities. Some common zoning barriers for persons with disabilities include:

- Reasonable Accommodation Procedure
 - Common issues with reasonable accommodation procedures include excessive findings of approval, burden on applicants to prove the need for exception, application costs, and discretionary approvals.
- Family Definition
 - Family definitions in zoning or other land use related documents can directly impact housing choices for persons with disabilities, particularly regarding group home situations which are commonly utilized by persons with disabilities. Regulating the number of people or requiring occupants to be related can be common elements in family definitions that create barriers.
- Excluding Group Homes
 - Excluding group homes or subjecting these homes to a conditional use permit in single family zones acts as a barrier to housing choice for persons with disabilities.
- Spacing Requirements
 - Excessive spacing requirements between group homes or community or residential care facilities can directly impact the supply of housing choices for persons with disabilities.
- Unit Types and Sizes
 - The lack of multifamily housing or zoned capacity for multifamily and a variety of sizes from efficiency to four or more bedrooms can constrain the ability of persons with disabilities to live in a more integrated community setting.
- Lack of By Right Zoning for Supportive Housing
 - By right zoning for supportive housing can result in more objective processes that are less likely to discriminate or have the effect of discriminating against persons with disabilities.⁷

Some of the goals and policies within the Housing Element encourage equal access to housing and services to meet the needs of persons with disabilities, including:

- Policy 1.2, which focuses on the removal of local regulatory constraints, especially for housing that serves lower-income households and those with special needs, to facilitate the development of housing.
- Policy 4.1, which supports the City's continued commitment to affirmatively furthering fair housing and advancement in equity by continuing to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, color,

⁷ HCD. (2021, April). Affirmatively Furthering Fair Housing Guidance for All Public Entities and for Housing Elements. https://www.hcd.ca.gov/community-development/affh/docs/affh_document_final_4-27-2021.pdf

religion, national origin, sex, sexual preference, age, disability, family status, AIDS, or other such characteristics.

In addition, Program 14 of the Housing Element is designed to promote equal housing opportunities in the City, and Program 15, encourages equal access to housing and services to meet the needs of persons with disabilities, and strives to promote increased accessibility by connecting developers and residents to resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability. The policy and programs will be modified in future planning periods to address the development of housing for vulnerable and special needs populations as needed.

The City does not have supportive housing stock within the City limits; however, permanent supportive housing is available in adjacent cities. El Monte Veterans Village (Mercy Housing) which offers 44 beds and Community Housing Options and Independent Supportive Sites (Alliance for Housing and Healing) which offers 34 beds are located in the City of El Monte. Whittier Area First Day Coalition which offers 45 beds for single adults and 3 units of permanent supportive housing for families and The Whole Child which offers permanent supportive housing for families in the City of Whittier.

In addition to the Homeless Count data and demographics provided in in **Appendix B, Community Profile**, it is useful to examine city-level data from the regional Coordinated Entry System (CES)⁸. This provides an enhanced view of those experiencing homelessness and their challenges as well as needs using responses to the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment and other indicators of a person's overall health and wellbeing.

One useful aspect is that the VI-SPDAT assessment produces an acuity score, which can help identify an appropriate housing intervention for someone experiencing homelessness. In Los Angeles County it is suggested that people experiencing homelessness who fall into the low acuity scoring range of the assessment (0-3) should be able to find housing on their own, or self-resolve, those in the mid-acuity scoring range (4-11) are best served by rapid rehousing programs, and high-acuity individuals (12+) generally need supportive housing.

Other useful indicators in the data set include information about a person's housing history, legal background, physical and mental health, history of substance use, and general demographic information such as age and race. All of these elements are self-reported by the individuals being assessed. According to the City's Plan to Prevent and Combat Homelessness, of the 18 individuals in the City who were assessed:

- 67% were in the mid-acuity range and would best be served by rapid rehousing programs,
- 28% were in the high-acuity range and would generally need supportive housing,
- And 6% were in the low-acuity range and would likely be able to find housing on their own.

⁸ The Coordinated Entry System (CES) is a regional database that streamlines housing placement and service provision and prioritizes those who are most vulnerable. The City's Plan to Prevent and Combat Homelessness incorporates data from the adult singles database.

Other important vulnerability indicators are length of time a person has spent homeless, any existing chronic health conditions, diagnosed mental health issues, and people who have spent one or more nights in a holding cell, jail, or prison within six months of their VI-SPDAT assessment. In South El Monte:

- 18% reported being homeless less than a year, 45% said 1-2 years, and 36% said 2 years or more,
- 55% reported chronic health issues related to the liver, kidneys, stomach, lungs, or heart,
- 18% reported a mental health issue,
- And 20% reported that they spent one or more nights in a holding cell, jail, or prison within six months of their assessment (20%).

In an effort to prevent and combat homelessness, the City and its partners are currently participating in the following activities:

- The Department of Public Safety responds to complaints and conducts homelessness outreach and enforcement as needed.
- The Code Enforcement Division responds to homelessness-related complaints regarding private property.
- The City Library and the Senior Center provide information and referrals to homeless individuals and families as needed.
- The Department of Public Works conducts cleanups twice per month for city-owned land and twice per week at transit stops.
- Links through Volunteers of America and Union Station to the Los Angeles County coordinated entry system (CES), which prioritizes housing for the most vulnerable among those experiencing homelessness and tracks progress toward housing and needed services.
- Emergency assistance (e.g., food, transportation assistance, showers, and hygiene kits) through the San Gabriel Valley Coalition for the homeless.
- Outreach and engagement through the Sheriff's Department, including the Temple City station, the COPS (Community Oriented Policing Services) team, and the Parks Bureau.
- Service links for families experiencing or at risk of homelessness through the Valle Lindo, Mountain View, and El Monte school districts.

Program 6 from the 5th Cycle Housing Element (See Appendix A) was awarded funding to support people experiencing homelessness through shelter development and funding of support services, this program is considered successful. Program 7 of the 6th Cycle Housing Element implements strategies to provide support for those experiencing homelessness, including continued efforts with the cities of El Monte and Baldwin Park and the County of Los Angeles, who have been working cooperatively to address issues related to homeless individuals and individuals at risk of homelessness under a grant they were awarded under the 2018 Cities Homelessness Plan Implementation Program through Measure H funds.

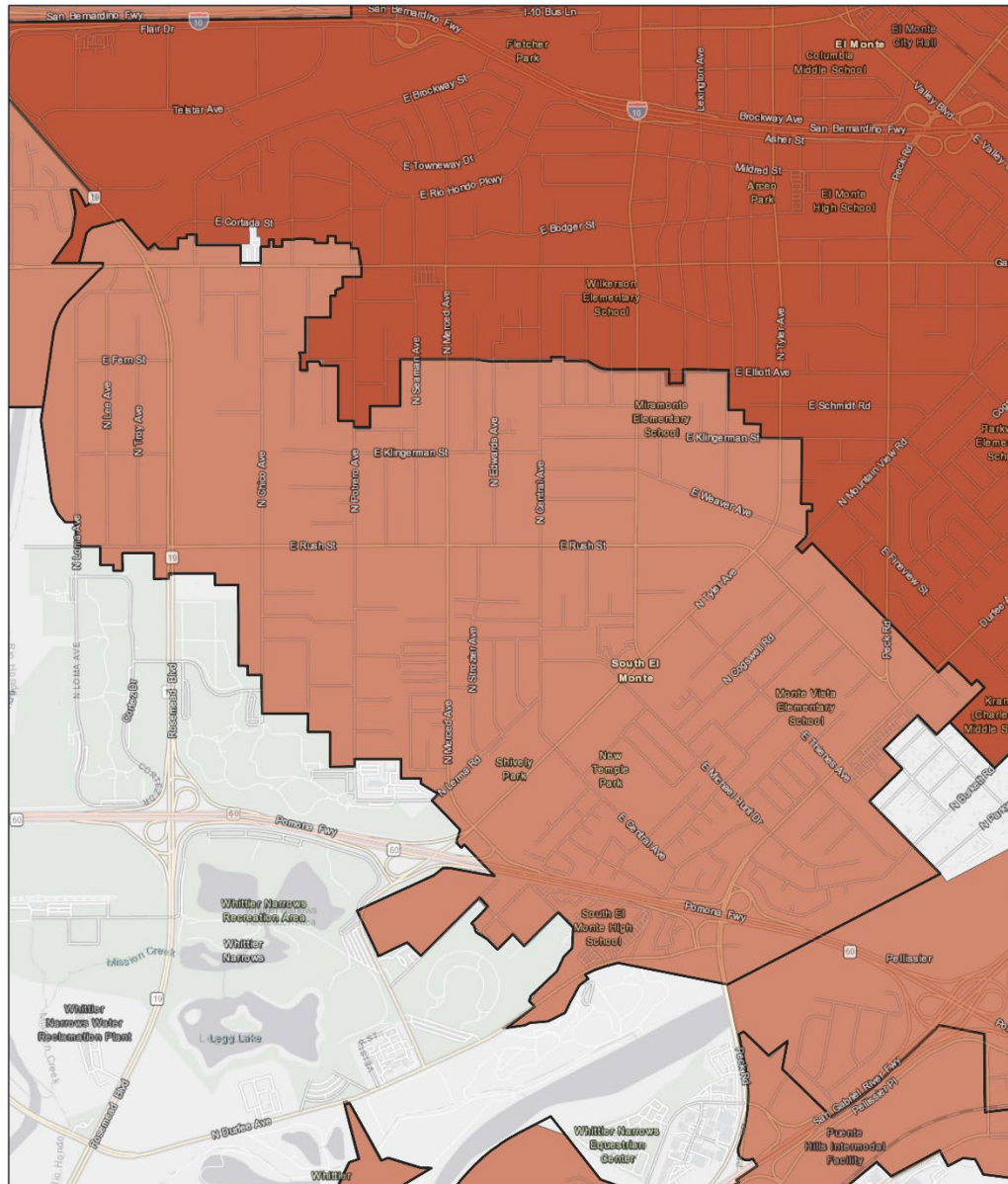
4.6 Disproportionate Housing Needs and Displacement Risk

Homeownership is one of the largest assets for most households in the U.S. and, for many households, provides an opportunity to build wealth. Over generations, many households have used wealth gained through homeownership to send their children to college or invest in other opportunities, creating access to more wealth. One of the most prevalent consequences of residential segregation is the intergenerational inaccessibility of homeownership. According to the Census, a total of 2,456 occupied units (47.6 percent) in the City were owner-occupied in 2018, and 2,705 occupied units (52.5 percent) were renter-occupied. The homeownership rate within the City is relatively consistent with the County's homeownership rate of 45.8 percent.

4.6.1 Substandard Housing

As previously shown in **Figure 1**, the City's community is a primarily non-White population. Generally, minority households are also more likely to experience higher rent burdens, poor housing conditions, and an increased risk of displacement and/or homelessness. White, non-Hispanic households across the region and in each jurisdiction, are the least likely to experience housing problems while Black and Hispanic households experience housing problems at the highest rates (e.g., cost burden, overcrowding). **Figures 22, Any Four Housing Severe Problems**, shows the percentage of households experiencing any one of four housing problems (lack of complete kitchen facilities, lack of complete plumbing facilities, more than one person per room, and monthly housing costs exceeding 30 percent of monthly income) at the City level. Approximately 20 to 40 percent of households in the City are experiencing at least one of the four housing problems identified above. Approximately 732 housing units are currently in need of rehabilitation or replacement (See **Appendix B**).

Figure 22, Any Four Housing Severe Problems



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City/Town Boundaries

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

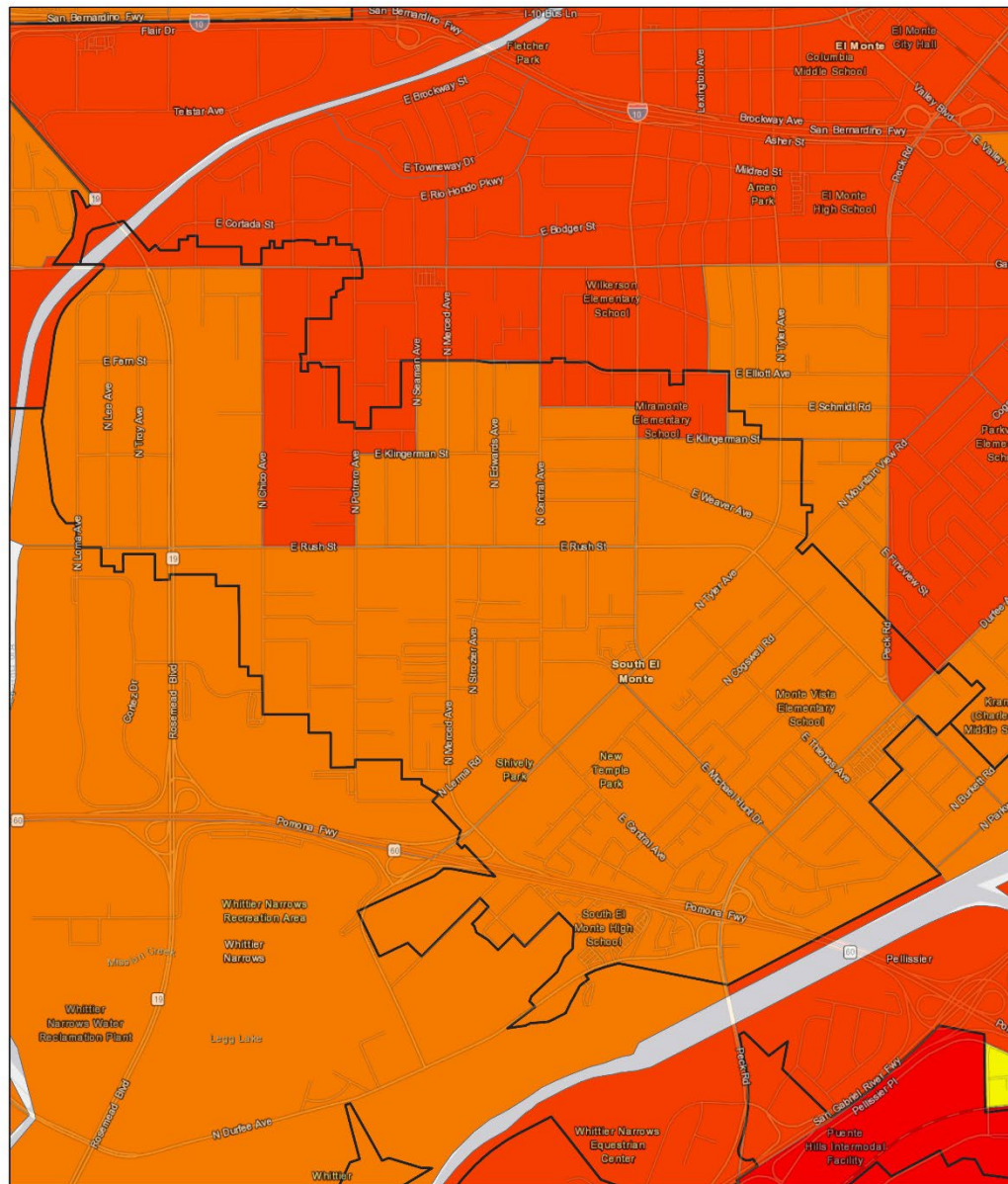
4.6.2 Housing Affordability

According to the federal government, housing is considered "affordable" if the people living there pay no more than 30 percent of their income for rent or mortgage. If a household pays more than 30% of their income on rent or mortgage, the house is considered "cost burdened". If the household pays from 30% up to 50% of their earnings on housing, they are considered cost burdened. If a household pays more than 50% of their annual income on housing, they are considered severely cost burdened. The renter cost burden in the City can be seen on **Figure 23, Renter Cost Burden**. Approximately 40 to 60 percent of this population, within the given census tracts, are cost burdened. The highest level of overpayment in the City is also located in the area with the highest level of poverty status, with 60 to 80 percent cost burdened renters of the census tract's population.

Homeowners in the City, **Figure 24, Homeowner Cost Burden**, have varying percentages of cost. The central and northwestern areas of the City experience 20 to 40 percent cost burden, 40 to 60 percent of the homeowners are cost burdened in the north and southeastern areas; and the highest level of homeowner cost burden is located eastern area of the City, with 60 to 80 percent.

More discussion on cost burden can be found in **Appendix B**.

Figure 23. Renter Cost Burden



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City/Town Boundaries

(R) Overpayment by Renters (ACS, 2015 - 2019) - Tract

< 20%

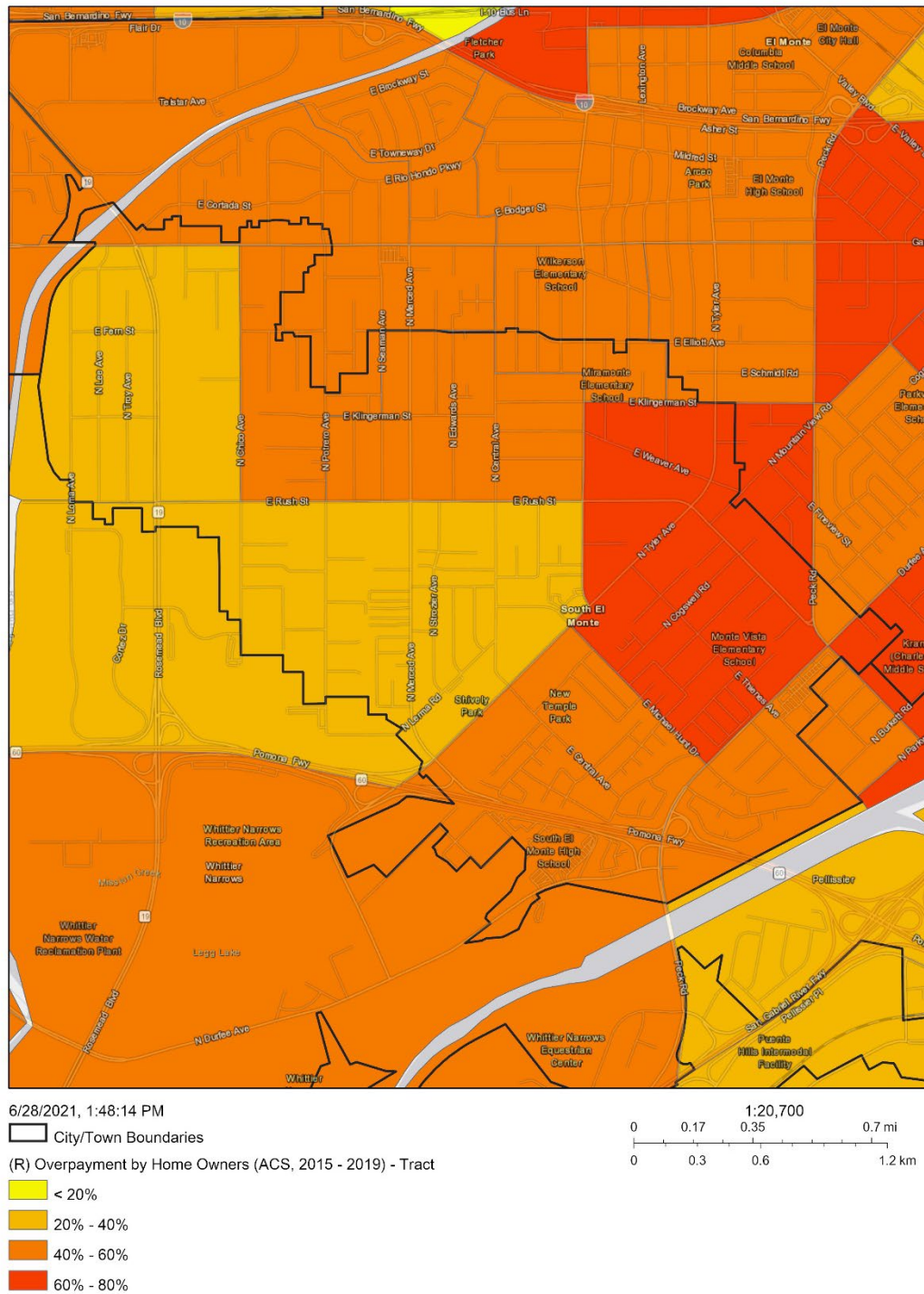
40% - 60%

60% - 80%

> 80%

1:20,700
0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

Figure 24. Homeowner Cost Burden



4.6.3 Overcrowding

Residential crowding is used to reflect demographic and socioeconomic conditions. Immigrant communities, low-income families, and renter-occupied households are more likely to experience overcrowding.⁹ Overcrowding is defined as the percent of households with more than 1.0 person per room (PPR) and severe overcrowding as the percent of households with more than 1.5 PPR. In the City, the northern and eastern areas show the highest level of overcrowding with more than 20 percent of overcrowded households, see **Figure 25, Overcrowding**, which are also primarily renter occupied. Severe overcrowding varies throughout the City, with 20 to 35 percent of severely overcrowded households located in the northern area of the City, north of Rush Street in between North Potrero Avenue and North Santa Anita Avenue as seen in **Figure 26, Severe Overcrowding**.

Table 2, Overcrowded Units in South El Monte (2018) depicts the number and severity of overcrowded units throughout South El Monte as owner-occupied vs rented. More discussion on overcrowding can be found in **Appendix B**.

Table 2. Overcrowded Units in South El Monte (2018)				
Persons/Room	Owner-Occupied		Rental	
1.00 or less	2,185	42.3%	1,985	38.5%
1.01 to 1.50 (overcrowded)	231	4.5%	463	9.0%
1.51 or more (severely overcrowded)	40	0.8%	257	5.0%
Source: 2018 ACS 5-Year Estimates B25014, SCAG 2020.				
Note: 1. This figure refers to the percentage of units in this category compared to the total occupied housing units in the City.				

⁹ <https://data.chhs.ca.gov/dataset/housing-crowding>

Figure 25. Overcrowding

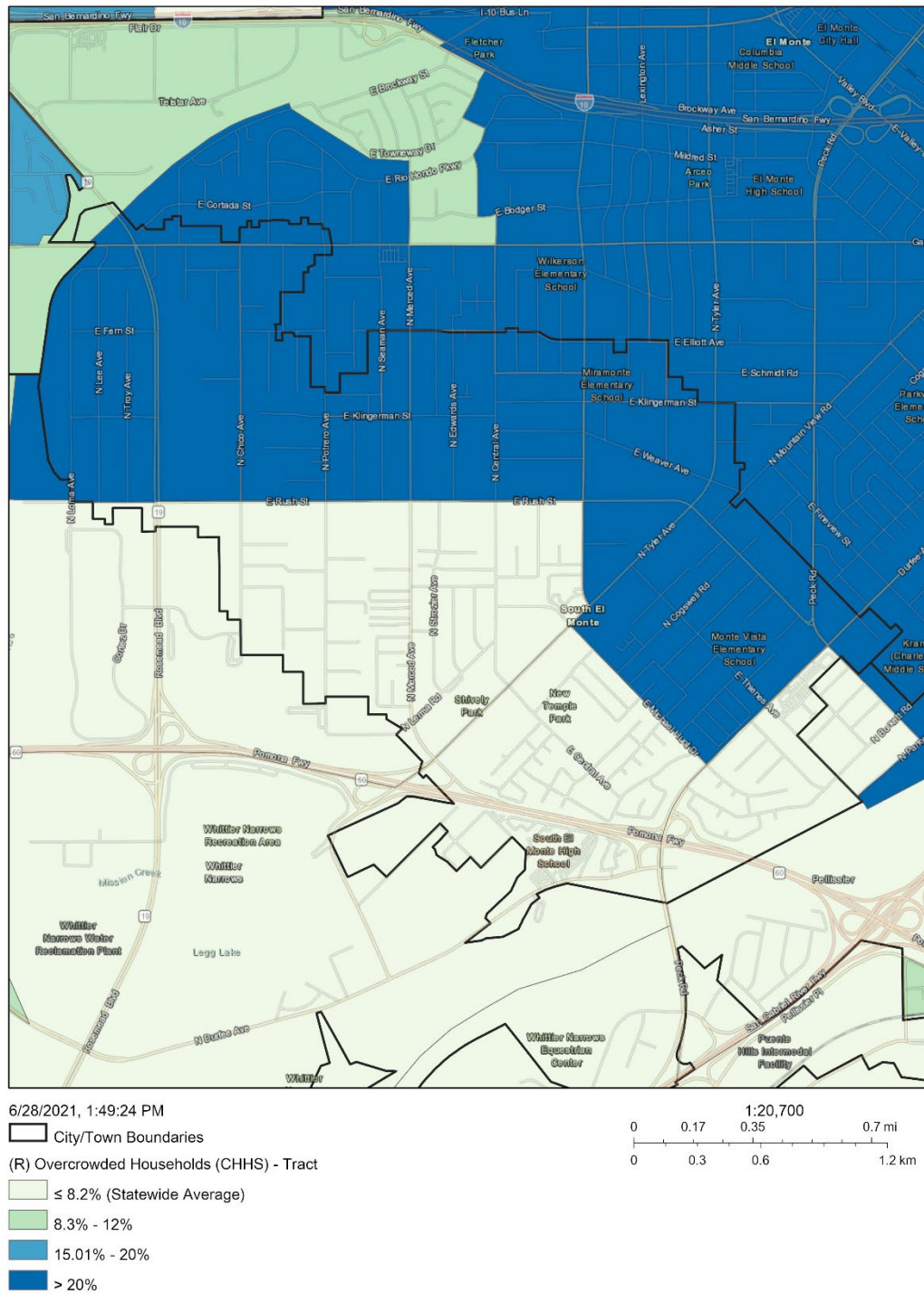
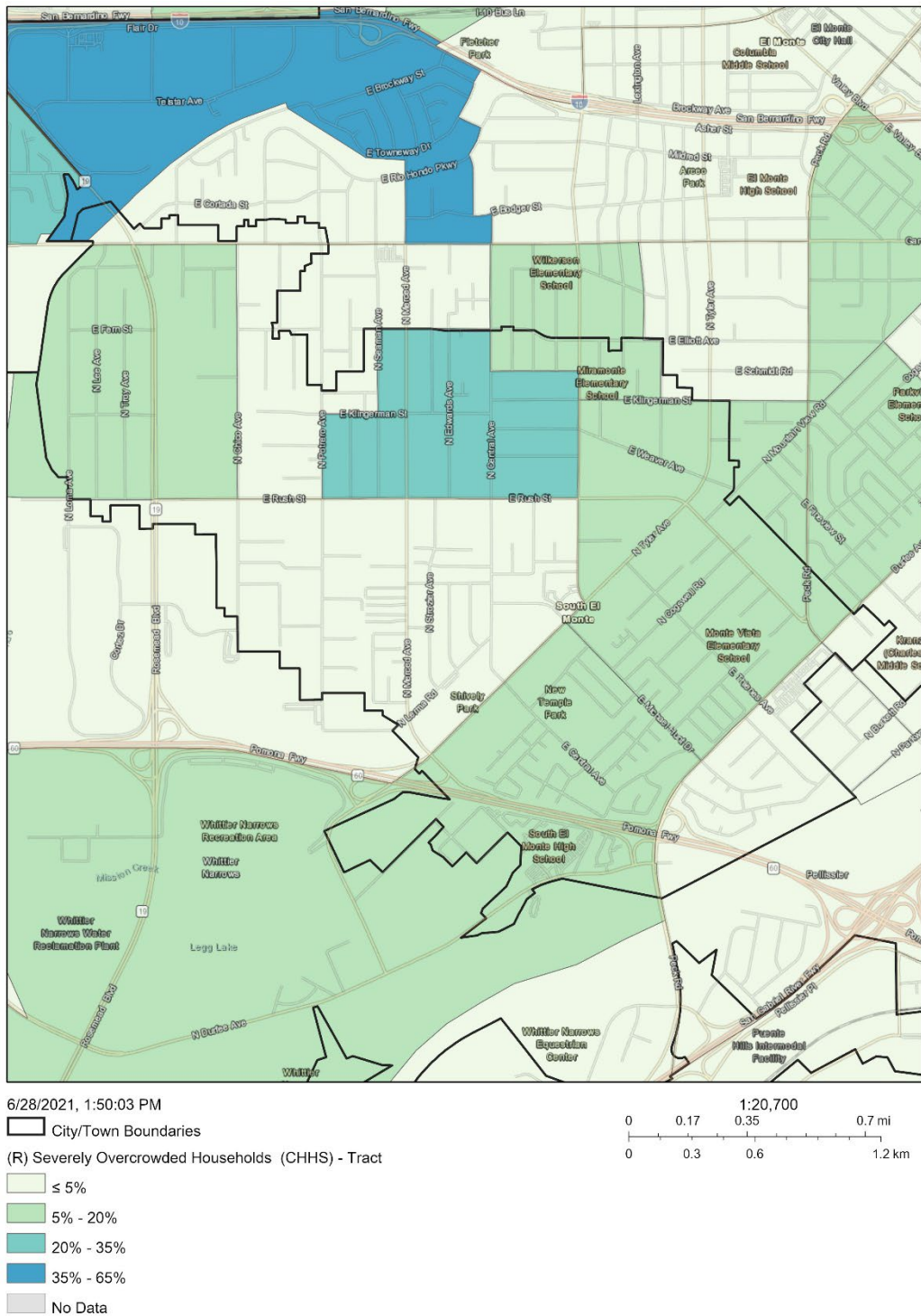


Figure 26. Severe Overcrowding

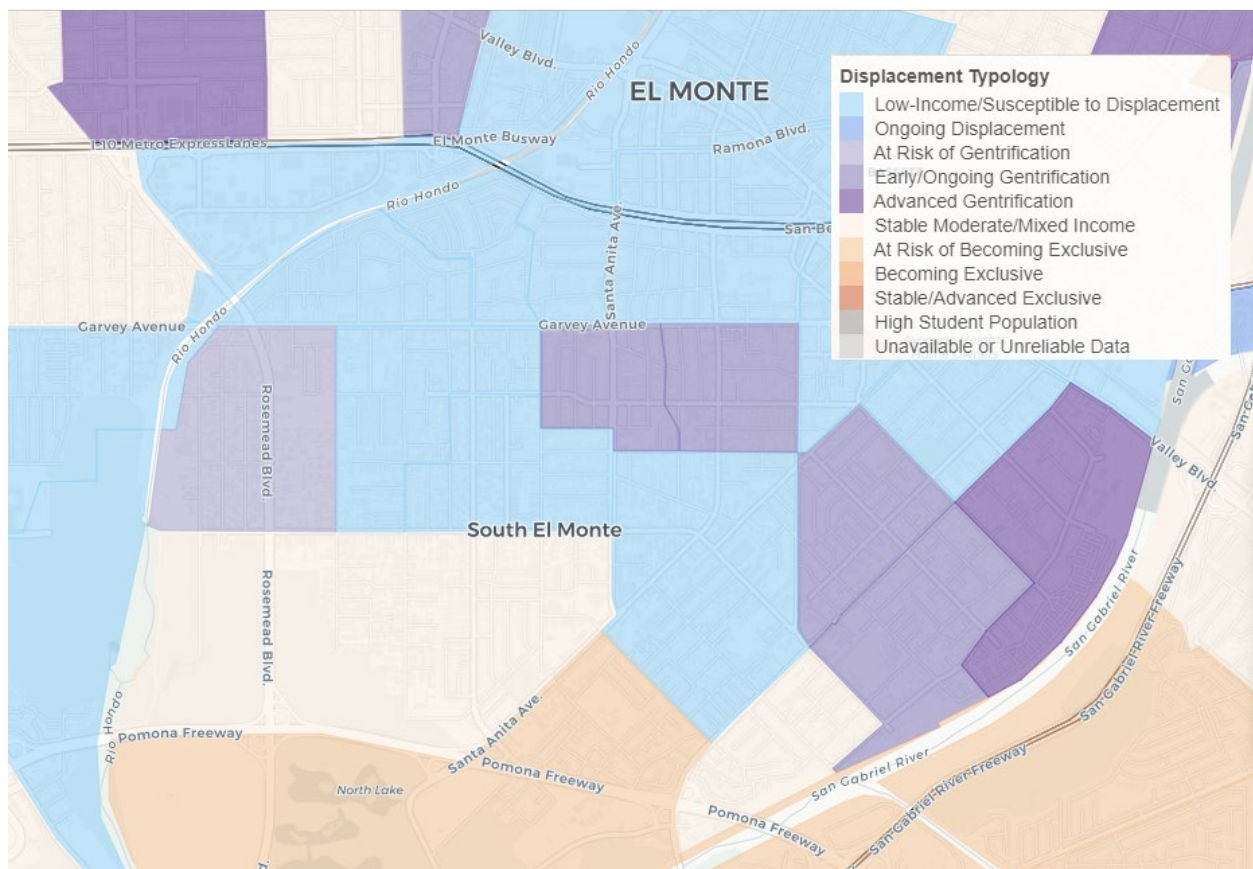


4.6.4 Displacement

Displacement is a phenomenon that occurs for various reasons, including investment, disinvestment, or even disasters. Gentrification, or the influx of capital and higher-income residents into working-class neighborhoods, is often associated with displacement, which occurs when housing costs or neighborhood conditions force people out and drive rents so high that lower-income people are excluded from moving in.

According to the Urban Displacement Project¹⁰, a research collaboration between UC Berkeley and University of California, Los Angeles (UCLA), the City of South El Monte consists of 'Low-Income/Susceptible to Displacement' tracts in the northwest and central areas, one tract 'At Risk of Gentrification' tract along Rosemead Boulevard in the northern portion of the City, 'Early/Ongoing Gentrification' tracts near Santa Anita Avenue and Rush Street, two 'Stable Moderate/Mixed-Income' in the southwest portion of the City, and one 'At Risk of Becoming Exclusive' tract near the Pomona Freeway and south of Santa Anita Avenue, see **Figure 27, Displacement Risk Map**.

Figure 27: Displacement Risk Map



¹⁰ Los Angeles, Gentrification and Displacement: *Urban Displacement Project* (UCLA/UC Berkeley), Accessed June 29, 2021, <https://www.urbandisplacement.org/los-angeles/los-angeles-gentrification-and-displacement>.

The residentially zoned areas within the City (R-1 and R-3) lie primarily within the ‘Stable Moderate/Mixed-Income’ tracts with some portions within the ‘At Risk of Becoming Exclusive’ and ‘Low-Income/Susceptible to Displacement.’ The largest portion of the City, of ‘Low-Income/Susceptible to Displacement’ tracts include manufacturing zones and pockets of the multi-family residential zones (R-3). The criteria for each of the designations is provided in **Figure 28, Displacement Typologies**.

Figure 28, Displacement Typologies

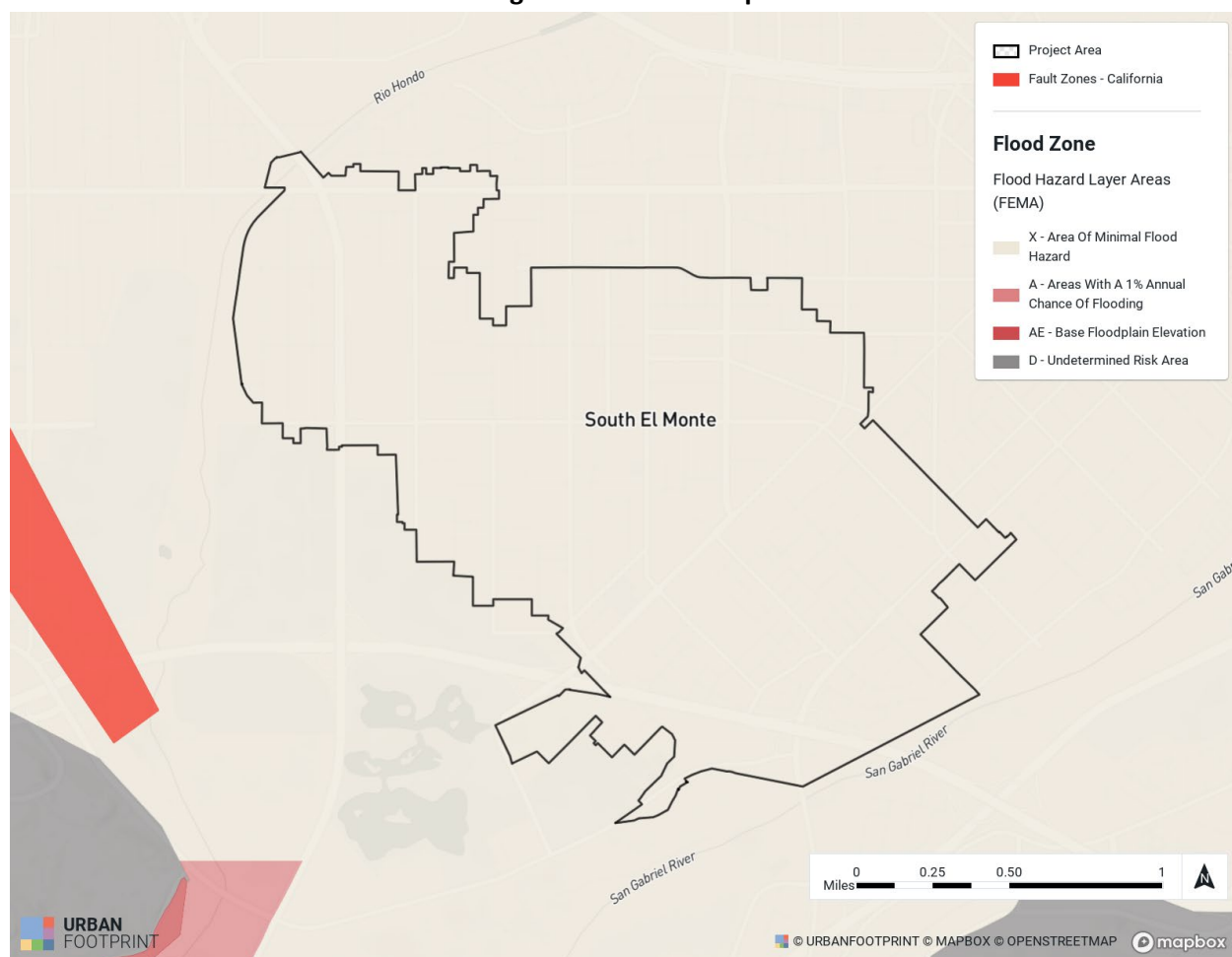
MODIFIED TYPES	CRITERIA
LOW-INCOME/SUSCEPTIBLE TO DISPLACEMENT	Low or mixed low-income tract in 2018
ONGOING DISPLACEMENT OF LOW-INCOME HOUSEHOLDS	- Low or mixed low-income tract in 2018 - Absolute loss of low-income households, 2000-2018
AT RISK OF GENTRIFICATION	- Low-income or mixed low-income tract in 2018 - Housing affordable to low or mixed low-income households in 2018 - Didn't gentrify 1990-2000 OR 2000-2018 - Marginal change in housing costs OR Zillow home or rental value increases in the 90th percentile between 2012-2018 - Local and nearby increases in rent were greater than the regional median between 2012-2018 OR the 2018 rent gap is greater than the regional median rent gap
EARLY/ONGOING GENTRIFICATION	- Low-income or mixed low-income tract in 2018 - Housing affordable to moderate or mixed moderate-income households in 2018 - Increase or rapid increase in housing costs OR above regional median change in Zillow home or rental values between 2012-2018 - Gentrified in 1990-2000 or 2000-2018
ADVANCED GENTRIFICATION	- Moderate, mixed moderate, mixed high, or high-income tract in 2018 - Housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018 - Marginal change, increase, or rapid increase in housing costs - Gentrified in 1990-2000 or 2000-2018
STABLE MODERATE/MIXED INCOME	Moderate, mixed moderate, mixed high, or high-income tract in 2018
AT RISK OF BECOMING EXCLUSIVE	- Moderate, mixed moderate, mixed high, or high-income tract in 2018 - Housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018 - Marginal change or increase in housing costs
BECOMING EXCLUSIVE	- Moderate, mixed moderate, mixed high, or high-income tract in 2018 - Housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018 - Rapid increase in housing costs - Absolute loss of low-income households, 2000-2018 - Declining low-income in-migration rate, 2012-2018 - Median income higher in 2018 than in 2000
STABLE/ADVANCED EXCLUSIVE	- High-income tract in 2000 and 2018 - Affordable to high or mixed high-income households in 2018 - Marginal change, increase, or rapid increase in housing costs

The southeast corner of the City is experiencing gentrification as classified by a rapid increase in the housing market between 2000 and 2017, and have continued to increase, setting new record high median home

prices as of May 2021. Ongoing gentrification makes neighborhoods susceptible to displacement, which may further influence segregation within the City.

While disinvestment and investment in communities are more often associated with displacing vulnerable population in a community, hazards such as wildfires, earthquakes and floods can be significant causes of displacement. Disaster-driven displacement exposes lower-income residents to vulnerability as wealthy people seek to relocate to safer locations. **Figure 29, Hazard Map** shows the City does not have any major environmental hazards as it is in an area of minimal flood hazard and there are no fault lines running through the City.

Figure 29. Hazard Map



4.7 Other Relevant Components

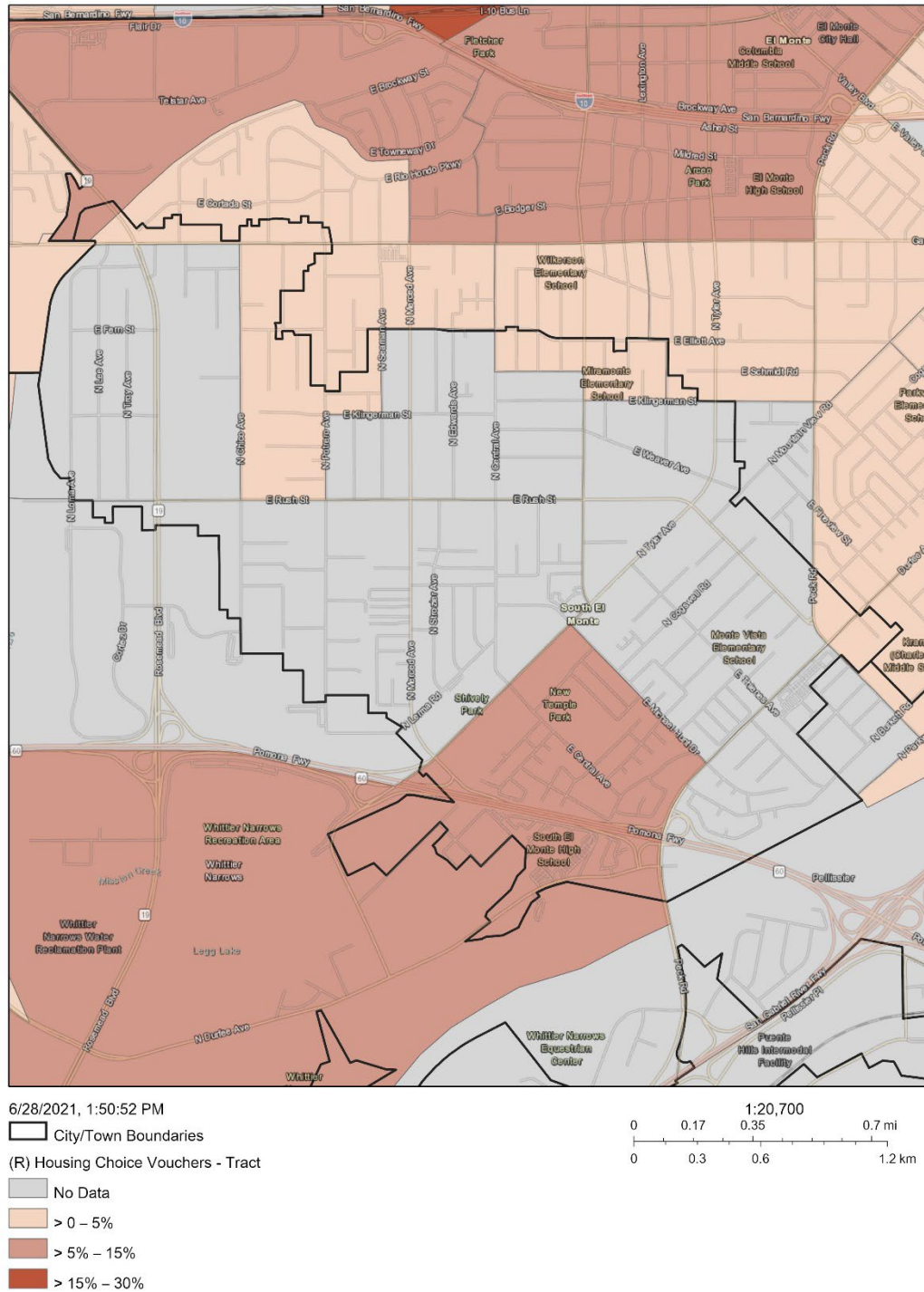
4.7.1 Demographic Trends

In addition to the demographic trends discussed in this Fair Housing Assessment, further demographic trends regarding race, rates of homelessness, age, and population growth can be found in the Needs Assessment in **Appendix B, Community Profile**. Trends regarding construction, rent prices, and sale prices can be found in **Appendix C, Constraints and Zoning Analysis**.

4.7.2 Public Assistance

Public housing and housing choice vouchers are two ways that municipalities or Housing Authorities assist low-income community members with obtaining affordable rents. In the City there are no public housing buildings. There is no data or records of renters who utilize housing choice vouchers in the central part of the City; however, in **Figure 30, Housing Choice**, shows there are two census tracts with housing choice voucher data. In the northern census tract, 0 to 5 percent of renter occupied housing units utilize housing choice vouchers, and in the census tract to the south, 5 to 15 percent of renter-occupied housing units utilize housing choice vouchers. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City has approximately 20 households who currently participate in this program. Program 6 in the Housing Element continues the provision of 20 housing choice vouchers.

Figure 30. Housing Choice Vouchers



5 Sites Inventory Analysis Consistency

State law, Government Code Section 65583.2(a) requires that the sites inventory be analyzed with respect to AFFH to ensure that affordable housing is dispersed equitably throughout the City rather than concentrated in areas of high segregation and poverty or low resource areas that have historically been underserved. The City seeks to AFFH through designation of sites for affordable housing in areas of opportunity, replace segregated living patterns, and transform R/ECAP. Through the various goals, policies, and programs present within the Housing Element, adequate sites should accommodate the RHNA in a manner that affirmatively furthers fair housing.

5.1 Segregation and Integration

5.1.1 Racial Segregation

While past discriminatory policies and redlining practices have segregated the racial composition of the County, at a local level, there are no patterns of racial segregation within the City. The City's predominant population identifies as non-white and Hispanic ethnicity. As such, the Housing Element Sites Inventory places all very low-, low-, moderate-, and above moderate-income units in majority Hispanic neighborhoods.

5.1.2 Income Segregation

The City does not have enough vacant land to accommodate the RHNA, therefore, the sites inventory analysis considered underutilized sites for the majority of identified lower-, moderate-, and above moderate-income sites. Sites were selected based on zoning which allowed for residential development, identified by their improvement-to-land-value ratio, age of buildings, existing use, proximity to resources and existing infrastructure, and other data indicating possible constraints to development feasibility. For the full methodology please see **Appendix E, Sites Analysis and Inventory**. Sites planned for only low residential are located in areas within the less than \$30,000 and less than \$50,000 income brackets. These sites are located along Garvey Avenue and make up a total of 112 low-income realistic units and also accommodate 48 moderate realistic units. While these sites are concentrated in one area of the City, they are adjacent to existing housing, schools, within walking distance to park. The addition of residences in this area creates a natural transition between commercial, residential, and industrial warehouse uses.

Sites planned for a mix of low- and moderate-income units, a total of 64 units, are located in a block group within the less than \$87,000 income bracket. These sites are specifically located along Tyler Avenue, north of Weaver Avenue, in a rezone Area and are considered RHNA's buffer units. Refer to **Appendix E, Section 6 "Rezone Strategies to Ensure Capacity,"** for more information regarding the rezone area.

Lastly, sites identified for only moderate-income units are almost evenly distributed between lower and high-income bracket block groups in the City. Approximately 12 net new units are in an income bracket within the less than \$55,000 income category and 18 net new units are located in a less than \$87,000 income category.

5.1.3 Disability

In the City there is a small population of people with a disability. The sites identified for all income groups are distributed in the City within both the less than 10 percent and 10 to 20 percent population with a disability census tract.

5.1.4 Familial Status

There is a mix of familial structures within the City such as a moderate to high percentage of adults living with a spouse and married couple household with children. The sites identified for all income groups are distributed in the City in areas with mixed familial status.

5.2 R/ECAPs

The Housing Element sites inventory shows a capacity for 115 lower income units on vacant and underutilized sites. Of these lower income unit sites none are within a R/ECAP as none exist within the City. Although 38 of those lower income units are located within an area of High Segregation and Poverty tract, moderate- and above-moderate units are also located in this area. The spread of these sites will improve conditions by offering affordable housing in more locations across the city and promoting mixed-income neighborhoods.

5.3 Disparities in Access to Opportunity

The sites identified exacerbate housing in low resource areas, as the City is considered low resource per TCAC's scoring. Therefore, sites identified in any location within City boundaries would be considered to exacerbate conditions of concentrated low resource. Lower-income sites are located in high-quality transit areas and are well-served by local and major transit lines. Although all of the sites are considered to be low resource, the potential redevelopment of these area near existing housing, schools, transit, and parks are creating an opportunity to improve conditions in the environment.

5.4 Disproportionate Housing Needs, including Displacement Risk

The majority sites are located in areas with a mix of low and high percent of severely overcrowded and overcrowded households. The sites located on Garvey Avenue also include areas with 20 to 60 percent of overpayment by homeowners at the census tract level. These sites are also located in 60 to greater than 80 percent of renter households who are overpaying. The sites along Tyler Avenue, are located in a tract in which more than 80 percent of homeowners are overpaying and 60 to 80 percent of renter are overpaying. Most of the City's renter households are experiencing overpayment while homeowner households experiencing overpayment are distributed throughout the City. The spread of low-income sites throughout the City will improve overpayment and overcrowding conditions as well other disproportionate housing needs including displacement risk.

6 Summary of Fair Housing Issues

Contributing factors to fair housing issues have been past zoning and land use patterns, the high cost of housing and discriminatory lending practices. These fair housing issues have led to potential impediments to fair housing choices. The following is a list of key conclusions and potential impediments that may exist in the City based on the fair housing issues identified in this Assessment of Fair Housing.

- **Demographics:** The racial composition of the City is predominately non-White, and the ethnic composition of the City is 82.3 percent Hispanic. There are no R/ECAPs within the City, however, the high Hispanic population underscores the regional racial/ethnic segregation. Approximately 25 percent of households had incomes in the low-income level and 48 percent of households had incomes in the extremely low- and very low-income level categories.
- **Housing Affordability:** In 2018, Of the renter-occupied households about 61 percent (1,667 households) spent 30 percent or more of their income on rent. There are a large number of residents who are considered to have a cost burden and severe cost burden.
- **Low Resource:** The City is considered to have low resource and poor access to opportunity. The City scores the lowest in their access to education and environmental resources.
- **Displacement:** Portions of the City are experiencing ongoing gentrification or are susceptible to displacement.
- **Fair Housing Services:** The City needs to make resources more accessible to its residents as they currently do not offer online resources.

There is little opportunity for affordable housing development which is largely due to a lack of resources to support such endeavors and programs. The State of California and County of Los Angeles primarily provide funding and other support services to promote affordable living. The City is committed to providing more resources to combat fair housing issues through many of the Health Element's programs. Further analysis of fair housing issues will be laid out within the Identification and Prioritization of Contributing Factors section.

7 Contributing Factors to Fair Housing Issues and Strategies for Affirmatively Furthering Fair Housing

This section will further analyze the contributing factors to outreach, segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs and the strategies employed by the Housing Element for Affirmatively Furthering Fair Housing based on the identified and prioritized contributing factors.

7.1 Identification and Prioritization of Contributing Factors

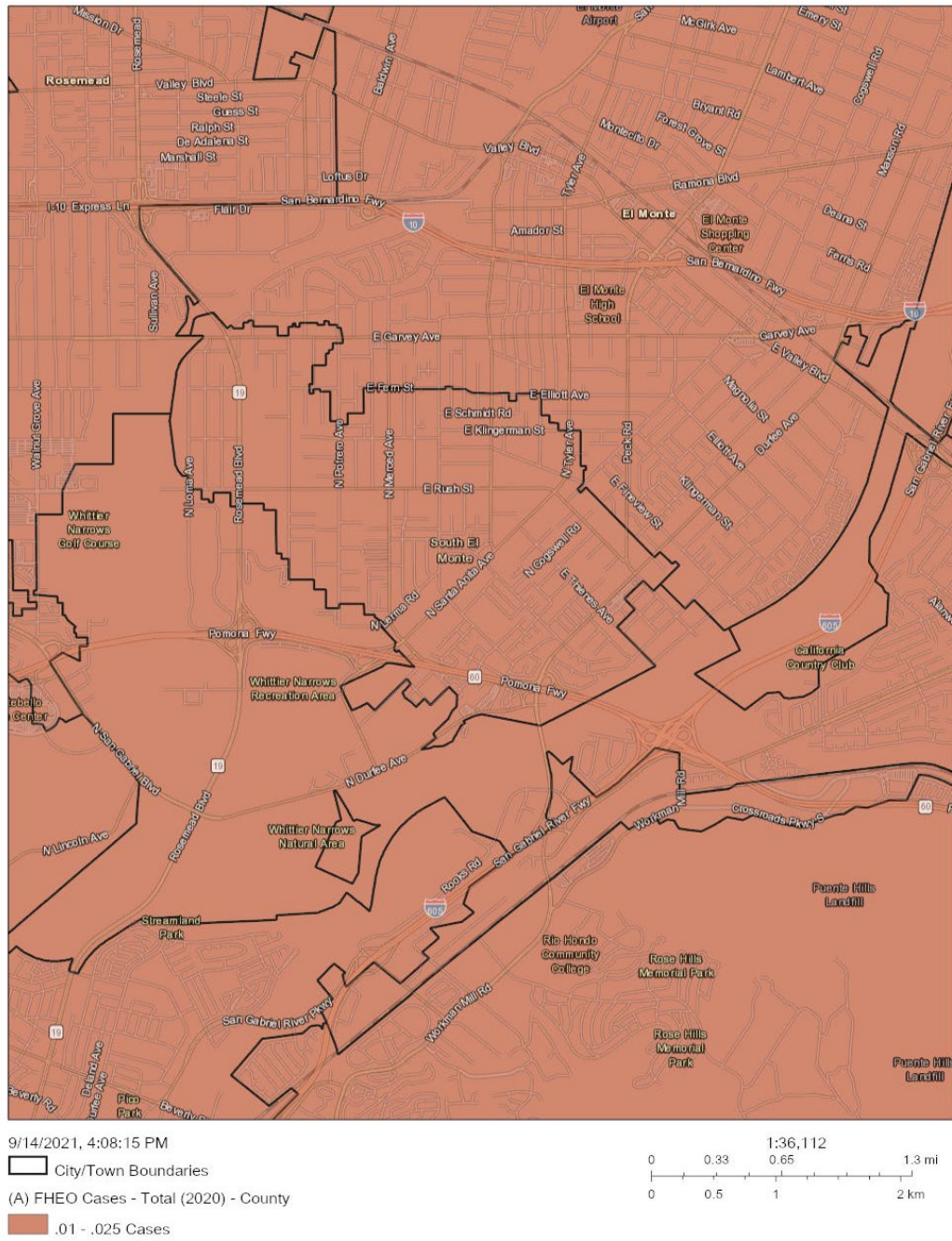
7.1.1 Community Opposition to Affordable Housing

The City of South El Monte has not experienced formidable opposition to the development of affordable housing in its neighborhoods. Community activists may resist placement of affordable housing in environmentally unsafe or polluted areas of the City; however, it is understood that the community is in need of more affordable housing types and solutions. During the 5th Cycle Housing Element Update, Program 6 was adopted and funded through a county tax initiative which was approved by a citizen vote; suggesting support for affordable housing issues such as homelessness. Programs 1, 16, and 17 of the 6th Cycle Housing Element Update will ensure the best interest of the community when developing more affordable housing and provide more transparency and collaboration throughout the development process.

7.1.2 Housing Discrimination

Discriminatory housing policy and practices of landlords can be a major threat to individuals or families seeking permanent housing; especially those with special needs or accommodations. **Figure 31. Discrimination Cases (Total, 2020)** shows that the City experienced a low-moderate amount of housing discrimination complaints consistently throughout the city. Program 14 will support fair housing practices and Program 3 commits the city to removing constraints to development to better facilitate the development of housing for all, including those with special needs and extremely low-income households.

Figure 31. Discrimination Cases (Total, 2020)



7.1.3 Land Use and Zoning Laws

The City of South El Monte is largely single-family residential which is a low-density housing typology. Due to its built-out nature, there are no identified areas of opportunity for increased density, which would make it easier for developers to provide affordable units. To remedy this situation and facilitate a more streamlined context for affordable housing developers, the City will adopt Programs 1, 2, 8, and 20.

7.1.4 Lack of Regional Cooperation

The City continues to participate in State and County affordable housing programs. However, there is not enough resources to mitigate all of the issues in the City as shown by the persisting need for affordable housing support. The City is committed to maintaining enrollment and participation in the State and County programs such as programs 6, 9, 10, and 11.

7.1.5 Lack of Affordable Housing & Lack of Public or Private Investment in Areas of Opportunity

Affordable housing developers rely on state tax credits to make their developments pencil. To be competitively rewarded credits, the developers must identify areas of opportunity which are largely non-existent in South El Monte due to its completely built-out nature. While the City cannot force people from their single-family homes to make room for denser affordable housing, it can update its zoning code and land use law to promote future consolidation and development of affordable housing sites as well as community amenities. Programs 3, 4, 8, 16, 17, 23, and 26 will make it easier for affordable housing developers to navigate the complex regulatory environment; some of these programs are also designed to increase opportunities within City boundaries. Program 2 commits the City to continue reviewing the Commercial-Residential (C-R) Zone and encourage transition of underutilized commercial and industrial properties that are a result of the “over-zoning” which resulted in extensive amounts of strip development. This program can be further facilitated by Program 8 which incentivizes lot consolidation, further incentivizing redevelopment that will result in a more desirable mix of uses to serve the needs of the surrounding residents. Program 7 demonstrates the City's commitment to implementation of their Plan to Prevent and Combat Homelessness increasing opportunities to connect the unsheltered to housing and support services. Programs related to continued participation in Countywide assistance such as programs, 6, 9, 10 and 11, will assist the facilitation of affordable housing development and continue to support the City's most vulnerable populations. The City is increasing opportunities for upward mobility or “access to opportunity” by facilitating the production of affordable housing, connecting residents to financial resources, and support homeownership opportunities to increase the financial security of its current and future residents.

7.2 Fair Housing Enforcement and Outreach Capacity

The City recognizes the importance of educating their residents and developers to reduce housing discrimination in the City. While county and regional fair housing resources are available, the City only

currently provides fair housing information and referrals at the public counter in City Hall. Resources and outreach will be made available on the City's website, in addition to the public counter and newsletter, in order to address the lack of local private and public fair housing outreach and enforcement.

7.3 Segregation and Integration

As has been shown in previous sections, 81 percent South El Monte's population identifies as non-White. While there is a lack of diversity within the City to reflect local neighborhood segregation between racial groups, at a regional scale, the City's Hispanic and Asian population is segregated from other races and ethnicities. At a local scale, the City faces segregation between income groups and there are clear areas of high poverty, overcrowding, and substandard housing conditions. Neighborhood segregation and integration can be attributed to uniform types of housing within certain areas. Without varying types of housing including, but not limited to, consistent amounts of affordable housing spread throughout the community, segregation is likely. Segregation can also be caused by historic lending discrimination or private discrimination in the homebuying or rental process.

Strict development standards for ADUs and home additions have created obstacles for homeowners. In recent years, Cities have begun to promote ADUs which can help to improve the variety of housing types in the City and within individual neighborhoods, potentially increasing integration. Another contributing factor to segregation in the City is the lack of zoning for multi-family units. In the City, 62 percent of the residential land uses permitted in the General Plan are designated for low density residential. The Housing Element will implement programs to provide funding to low-income household looking to purchase a home, continue their participation in the Housing Voucher Program, and remove constraints to development, including ADU's, by updating their Zoning Code and General Plan.

7.3.1 Racially or Ethnically Concentrated Areas of Poverty

As has been discussed, there are no R/ECAPs and no areas of concentrated affluence within the City. There is an area identified by TCAC as an area of high segregation and poverty. At the block group level of detail, this area is located north of East Rush Street to Garvey Avenue, and in between North Chico Avenue to the west and North Potrero Avenue to the east. According to ACS, 2015-2019 data, the median income is \$29,500. A contributing factor to this area of concentrated poverty are the surrounding industrial/warehouse land uses. Proximity to industrial uses is typically associated with high exposure to pollutants and other environmental hazards. Low-income populations will often live in these areas as they are more affordable. The distribution of affordable housing in certain areas can work to address the concentration of poverty. Homeownership is also a major way to acquire wealth, so by improving rates of homeownership, concentrations of poverty would likely decline over time to a degree. The City participates in the Los Angeles County Community Development's program which provides financial assistance for affordable rental housing development. The City will advertise the availability of this additional funding source to support the development of rental housing. The Housing Element' Site Inventory also considered the location of potential housing near high resource areas.

7.3.2 Disparities in Access to Opportunity

As was seen above, access to opportunity for many different topics related to quality of life were low. Many of these topics, like access to education, a healthy environment, and opportunity for economic development compounded in the high segregation and high poverty area of the community in the northeastern area. This shows lack of public and private investment in these areas when compared at a regional level in which many of the areas with higher median income have more access to the areas of opportunity previously discussed.

Programs identified in the Housing Element will increase opportunities for a variety of housing types to meet the comprehensive housing needs of the City. Local resources for food, employment, transportation, health, childcare and housing assistance, aim to bridge a gap between access to housing and services. Programs in the Housing Element will help create a high quality of life for working families.

7.3.3 Disparities in Access to Opportunity for Persons with Disabilities

Due to certain zoning code restrictions, supportive housing for persons with disabilities has not always been readily available. Restrictions have been present that limit where supportive or residential care housing can be built. Additionally, existing multifamily housing is present that does not meet the needs of recent fair housing acts. Lending discrimination or private discrimination may also occur toward persons with disabilities.

Improving access to opportunity for persons with disabilities can be addressed through the City's programs within the Housing Element and zoning code updates that facilitate the development of group care facilities and supportive housing to be developed in more locations. The City's Housing Element will include a program to revise the zoning code to allow for special needs housing by-right in residential zones and continue to encourage equal access to housing and services to meet the needs of persons with disabilities.

7.3.4 Disproportionate Housing Needs and Displacement Risk

As was detailed in previous sections, the City's residents are at a high risk of displacement. Renter and homeowner cost burden are both prevalent across the City increasing their susceptibility to displacement. Overcrowding and substandard housing is especially an issue in the City. Programs within the Housing Element aim to address these multiple housing needs and risks. Programs will focus on promoting and creating affordable housing, which will help to reduce the rates of overcrowded housing. In addition, programs will offer owner-occupied rehabilitation assistance to lower- and moderate-income households, as well as Code Enforcement assistance in promoting property maintenance for the elimination of blighted conditions and compliance with the City's Zoning code requirements.

Code enforcement programs should assist property owners in addressing building and zoning violations, but in addition to this it will conduct a comprehensive survey of housing conditions to better inform future housing condition improvement strategies such as place-based strategies. Invest in neighborhoods while preventing displacement will not only maintain and preserve existing affordable housing but also help to reduce the number of households living in substandard housing conditions.

Appendix E: Sites Analysis

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1 Introduction

As provided under California State law (Government Code Sections 65583 [a][3]), the Housing Element must include an inventory of land suitable for residential development, including vacant sites that can be developed for housing within the planning period, and non-vacant sites having realistic and demonstrated potential for redevelopment during the planning period to meet the local housing need at all income levels. As further detailed in the Regional Housing Needs Allocation (RHNA) discussion below, every local jurisdiction is assigned a number of housing units representing its share of the State's housing needs for an 8-year period. The City of South El Monte's (City) housing need for the 6th Cycle (6th eight-year planning period [2021–2029]) consists of 577 total units, including housing at all income levels.

This appendix (sites analysis) of the Housing Element contains the analysis and an inventory of sites within the City limits that are suitable for residential development during the planning period. It should be noted that State law requires a land inventory that relies largely on vacant sites, and if a City is relying on non-vacant sites, findings based on substantial evidence must be provided to demonstrate that the existing use does not constitute an impediment to additional residential development. However, the City is completely built-out, meaning that vacant sites are nearly nonexistent (further discussed in **Section 4.1, Process Overview**). The one vacant site that is suitable for residential development has been included in **Section 5.2, Vacant Site**. As such, with a complete shortage of vacant land in the City, the City must largely rely on non-vacant sites, and an alternative to rely on vacant land simply does not exist. Furthermore, the lack of supply in vacant land currently available in the City is not something that the City can directly control. The City can only incentivize and promote redevelopment within the City, which is the intent of several programs in the Housing Element, such as programs 2, 3, 8 and 1, which aims to go above and beyond the California Department of Housing and Community Development's (HCD) suggested buffer of sites by increasing and providing additional opportunities for residential redevelopment in the City. While State law (Government Code Section 65583.2) presumes existing uses to be an impediment to additional residential development, market interest in redevelopment was evident during the 5th Cycle Planning Period as residential development did occur, despite the lack of vacant land. In addition, all five residential projects in the pipeline, including a total of 395 units (further described in **Section 4, Planned, Approved, and Prospective Projects**), provides evidence that the market's interest in redevelopment projects on non-vacant sites in the City will continue into the 6th Cycle Planning period. To further facilitate the redevelopment of non-vacant sites for housing and create feasible opportunities for the development of affordable housing in the City, the City undertook a series of General Plan Amendments and corresponding zone changes over the past Planning Period. All of these land use designation changes involved a rezoning of properties from their previous industrial and commercial uses to commercial-residential uses. Furthermore, with the booming housing market in California, the median home price of the Los Angeles metropolitan region rose to \$731,000 as of July 2021, giving developers a large financial incentive to pursue redevelopment opportunities on non-vacant sites in the City.

As presented in this analysis, the City has an adequate supply of land to accommodate the City's housing allocation of 195 lower-income units (including very-low and low-income) and 312 above-moderate income units. However, to guarantee the City can accommodate the allocation of 70 moderate-income units, and to guarantee the City has sufficient capacity throughout the planning period and provide a

generous buffer for additional lower- and moderate-income sites that exceeds the City's allocation, the City has identified policies and programs in the Housing Element to rezone portions of the Manufacturing zone. The rezoned parcels will allow for mixed-use projects, including exclusively residential uses, to further facilitate the development of housing affordable to lower-income (including extremely low-income) households and moderate-income households.

This sites analysis describes the City's housing target for the 6th Cycle planning period (6th Cycle), known as the RHNA. It then provides an overview of the residential projects in the pipeline with approved or pending residential units that are anticipated in the planning period, including anticipated affordability for the units in each project. It also includes an analysis of vacant and underutilized sites where housing is currently an allowed use, including the methodology by which realistic development capacity was determined, followed by an analysis of underutilized sites to be included in the policies and programs the City has identified in the Housing Element and the approach used for the identification of sites selected for rezoning.

2 Regional Housing Needs Allocation

Pursuant to State law, each jurisdiction in the State has a responsibility to accommodate a share of the projected housing needs in its region. The process and methodology of allocating regional housing needs to individual cities and counties is conducted through an assessment of the region's housing need and the unit count allocated to cities and counties results in the RHNA. The RHNA is mandated by State housing law as part of the periodic process of updating local Housing Elements of General Plans, and the total number of units for each region is provided by HCD. The RHNA quantifies the need for housing within each jurisdiction during specified planning periods.

As part of the assessment and allocation process, each Councils of Governments must develop a methodology that determines each jurisdiction's RHNA allocation as a share of the regional determination of existing and projected housing need provided by HCD. Each jurisdiction's RHNA is broken down by income category, ensuring that all economic groups are accommodated. The methodology generally distributes more housing, particularly lower-income housing, near jobs, transit, and resources linked to long-term improvements of life outcomes, and must further state objectives, including affirmatively furthering fair housing.

The City's share of regional housing need was determined by a methodology prepared by the Southern California Association of Governments (SCAG) as part of its Final Regional Housing Needs Assessment Allocation Plan adopted in March 2021 and updated June 2021. In accordance with the Final RHNA Allocation Plan, the City must plan to accommodate 577 total housing units for the projection period beginning June 30, 2021, and ending October 15, 2029. This is equal to a yearly average of approximately 71 housing units. The 577 total units are split into four RHNA income categories (very low, low, moderate, and above moderate). **Table 1, City of South El Monte RHNA 2021–2029**, provides the City's RHNA by income category. Of the 577 total units, the City must plan to accommodate 131 units for very-low-income households, 64 units for low-income households, 70 units for moderate-income households, and 312 units for above moderate-income households.

Table 1. City of South El Monte RHNA 2021–2029		
Income Category	Units	Percent of Total
Very Low Income	131	22.7%
Low Income	64	11.1%
Moderate Income	70	12.1%
Above Moderate Income	312	54.0%
Total	577	100%

As shown in Table 1, the City must accommodate 577 total housing units between 2021 and 2029. To ensure that adequate capacity is maintained in the City throughout the 6th Cycle, additional capacity above and beyond the RHNA assigned to the City has been identified. In accordance with State requirements, the City will monitor the housing capacity identified in the Adequate Sites Inventory throughout the planning period to maintain sufficient capacity for the remaining RHNA at all income levels.

3 Vacant and Underutilized Sites Methodology and Assumptions

State law requires each jurisdiction to include a land inventory to identify specific sites that are suitable for residential development and demonstrate that sufficient land is zoned to provide housing capacity that is adequate to meet the RHNA for each income level. This section of the sites analysis describes the methodology used to calculate the housing capacity on all vacant and non-vacant developable land within the City limits that is zoned to allow for housing and available to develop within the Housing Element planning period.

3.1 Process Overview

As part of the sites analysis, the City and consulting team had to identify specific sites that are suitable for residential development to determine whether there are sufficient sites to accommodate the City's regional housing need in total and by income category. This analysis helped the City determine the programs that the City will adopt to make sites available with appropriate zoning, development standards, and infrastructure capacity to accommodate the new construction needed during the 6th Cycle (see complete Infrastructure Capacity discussion in **Appendix C, Constraints and Zoning Analysis**).

The sites analysis was completed using Geographic Information Systems (GIS) mapping software using multiple data sets to identify potentially available housing sites, largely depending on SCAG's annual land use parcel-level dataset (ALU v.2019.2) available from SCAG's open GIS data portal last update in June 2021. SCAG's land use dataset provides extensive parcel-level data, including existing land uses

mainly based on 2019 tax assessor records.¹ The City is nearly completely built-out, meaning that vacant sites are nearly nonexistent, which was verified using the tax assessor land use codes. As such, local governments with limited vacant land resources may rely on non-vacant and underutilized residential sites to accommodate their RHNA. Although, HCD's Housing Element Site Inventory Guidebook (Government Code Section 65583.2) states that a "nonvacant site's existing use is presumed to impede additional residential development," the City's opportunities for residential development must mainly depend on underutilized sites due to the lack of vacant lands. Development of underutilized sites can be seen through recent development trends and current projects in the pipeline for redevelopment of underutilized sites being developed at a higher density or with greater intensity. Therefore, this sites analysis largely depends on those underutilized sites within City limits that were zoned to allow for residential development identified by their improvement-to-land-value ratio, age of buildings, existing use, proximity to resources and existing infrastructure, and other data indicating possible constraints to development feasibility. The vast majority of sites identified as underutilized are underutilized surface parking lots or automotive repair shops with large surface car lots. See **Section 5.3, Underutilized Sites**, for additional existing use and methodology details related to site selection of underutilized sites. None of the underutilized sites are known to have been occupied in the past 5 years with housing occupied by lower-income residents. In addition, online mapping tools, including Google Earth and Google maps, as well as City knowledge of the current projects in the pipeline and development interest in certain areas of the City, were used to verify vacant and underutilized status and existing uses.

All parcels included in the sites inventory were reviewed for any known environmental constraints, and the sites included in the inventory have all been designated for residential development and are not constrained by known site-specific constraints that would limit development. Parcels that were identified as having absolute constraints,² such as major drainage issues, were removed from the inventory, including a large open space parcel on the southern border of the City that has a flow easement and should not have overnight uses.

Land suitable for residential development must be appropriate and available for residential use in the planning period. As such, the sites were also reviewed according to their development standards and regulations, as well as recently approved or built residential projects in the same zones where housing is an allowed use. Sites that require rezoning were also included in the sites analysis, based on the housing program included in the Housing Element requiring rezoning of the areas identified, discussed in detail below.

3.2 Density and Affordability Assumptions

Government Code Section 65583.2(c) requires, as part of the analysis of available sites, a local government to demonstrate that the projected residential development capacity of the sites identified in the Housing Element can realistically be achieved. This realistic capacity may use established minimum densities to calculate the housing unit capacity. As a conservative estimate of capacity

¹ Source of 2019 existing land use: SCAG_REF – SCAG's regional geospatial datasets; ASSESSOR – Assessor's 2019 tax roll records; CPAD – California Protected Areas Database (version 2020a; accessed September 2020); CSCD – California School Campus Database (version 2018; accessed September 2020); FMMP – Farmland Mapping and Monitoring Program's Important Farmland GIS data (accessed September 2020); MIRTH – U.S. Department of Defense's Military Installations, Ranges, and Training Areas GIS data (accessed September 2020).

² Per Connect SoCal's Sustainable Communities Strategy Technical Report's (adopted 3, 2020) areas identified to avoid placement of future growth, including absolute constraints such as preserved land where growth has been reduced and redirected, as well as variable constraints where growth could be avoided if possible.

calculations, the sites analysis estimated realistic capacity as shown in **Table 2, Density Assumptions by Zone**, based on a minimum density of 20 dwelling units per acre, regardless of adjacent zones, from the City's C-R zone for sites identified to accommodate the City's lower-income RHNA. This does not limit the ability of a project to be built at the higher densities allowed under either the zoning or the General Plan, and several development projects recently constructed or under construction, as included in the pipeline of residential projects, have been developed at densities at, or near, the maximum permitted density in the corresponding zone. Furthermore, with limited vacant land available in the City, it is expected that property owners will strive for densities closer to the maximums. Sites identified to accommodate the City's moderate-income RHNA have been calculated assuming a conservative 80 percent of the maximum permitted density for parcels identified in the Multiple Residential (R-3) zone or using the minimum density for parcels identified in the C-R zone. Sites identified to accommodate the City's above moderate-income RHNA have been calculated based on their presumed or approved densities, as detailed in the overview of residential development in the pipeline (see **Section 4, Planned, Approved, and Prospective Projects**).

Table 2. Density Assumptions by Zone		
Land Use Category	Maximum Density (units per acre)	Realistic Density (units per acre)
Single-Family Residential Zone (R-1)	Up to 8 units per acre	—
Multiple Residential Zone R-2 ¹	12 units per acre	—
Multiple Residential Zone R-3	Up to 16 units per acre	13
Commercial-Residential (Mixed-Use) Zone (C-R)	35 to 100 units per acre ²	20
Source: City of South El Monte 2021		
1. No parcels in the City are currently designated as R-2.		
2. Up to 35 dwelling units per acre when abutting a single-family residence; up to 87 dwelling units per acre when abutting a multi-family zone; up to 100 dwelling units per acre when not abutting any residential zone.		

3.2.1 Lower-Income Sites

In accordance with Housing Element law (Government Code Section 65583.2(c)(3)), the City's default density for accommodating capacity for lower-income units (131 very-low-income units and 64 low-income units) requires zoning that permits a minimum of 20 dwelling units per acre because it is a jurisdiction with a population of fewer than 25,000 people. Further, it is detailed under State guidance that sites that are too small or too large may not facilitate developments of this income level, so sites, which may include two or more smaller parcels anticipated to be consolidated into a site, have been limited to those between 0.5 and 10 acres. The City has one zone that permits densities of 30 dwelling units per acre or greater, the C-R zone. Underutilized sites in the C-R zone were generally included in the inventory as lower-income sites.

It should be noted that six of the 17 sites included in the sites inventory as identified in **Section 5, Existing Capacity**, are made up of two or more parcels which are individually less than 0.5 acres in size, but are anticipated to be consolidated into a site greater than 0.5 acres. Sites expected to be consolidated are clearly denoted by a letter following their site number in subsequent tables.

Sites smaller than a 0.5 acre in size are deemed inadequate to accommodate housing for lower-income housing unless evidence or recent trends can prove otherwise. In the case of South El Monte, the average parcel size is 0.37 acre, far below the 0.5 acre minimum, and only 16% of the City's total parcels are greater than 0.5 acres. Therefore, if the sites inventory were to exclude all parcels smaller than 0.5

acres, without considering the possibility of consolidating smaller parcels, the sites inventory would be excluding 84% of the City's total parcels from the sites inventory. In addition, of the large parcels that exist in the City, many are public facilities which do not permit residential uses. These large public facilities include the Municipal Athletic Federation Sports Field with a flow easement that prevents overnight uses, and several public schools which are a resource to the community and cannot reasonably be assumed to be redeveloped into housing.

Despite the majority of the City's parcels being smaller than 0.5 acres, five projects in the residential pipeline (four of which include lower- or moderate-income units) are located on project sites including two or more consolidated parcels. These projects are expected to be completed within the planning period, and are similar to the sites including two or more parcels identified in this sites inventory (see **Section 4, Planned, Approved, and Prospective Projects** for complete details). In addition, the City successfully completed a number of projects for a variety of housing types, including affordable, senior and Missing Middle³ units, during the 5th Cycle planning period including:

- **South El Monte Villas.** The project consisted of 2.5 acres and involved the development of 30 small lot detached homes, including six homes for lower-income households. The development also included a tot-lot children's corner and picnic area for the new neighborhood. This project has been completed. No rezoning was required.
- **Lerma Road & Merced Avenue.** This project is located along Lerma Avenue and involved the construction of 13 new single-family homes on approximately 1.3 acres. To assist in providing for affordable housing, the City designated one of these homes for a low/moderate income buyer, and the remaining 12 units are market-rate. This project has been completed.
- **Baldwin Park Homes Development.** The project is a 116-townhome residential development within a 6.02-acre site located on the north side of Durfee Avenue between the SR-60 Durfee Avenue off-ramp and the El Monte High School. This project involved redevelopment of an underutilized commercial property with a large surface parking lot and has been completed.
- **Mixed-Use Development.** Located on Peck Road and Michael Hunt Drive. Phase I featured the construction of 10 market-rate single family detached homes. Phase II included the development of 21,000 square feet of retail space and a three-story 60-unit senior housing development on approximately 1.16 acres. This project has been completed.

Had developers not had the opportunity to consolidate parcels, the projects may not have been feasible on small, individual lots due to the limited number of large parcels in the City. These recent trends and pipeline projects support the reasonable expectation that market interest supporting lot consolidations and/or small lot development will continue to occur throughout the planning period.

To further incentive lot consolidation, the City has committed to the Lot Consolidation program as part of program 8 in the Housing Element.

³ "Missing Middle Housing" refers to building types, such as duplexes, fourplexes, cottage courts, and courtyard buildings, providing diverse housing options and supporting locally serving retail and public transportation options. They are called "Missing" because they have typically been illegal to build since the mid-1940s and "Middle" because they sit in the middle of a spectrum between detached single-family homes and mid-rise to high-rise apartment buildings, in terms of form and scale, as well as number of units and affordability.

3.2.2 Moderate-Income Sites

Medium-density, multi-family zoned sites were inventoried at the moderate-income level. These sites were included in the R-3 zone. In addition, select sites in the C-R zone that required a lot split or were abutting R-3 parcels were identified as having the capacity to accommodate moderate-income sites.

3.2.3 Above Moderate-Income Sites

Sites with luxury units or above moderate-income units as planned for the residential development in the pipeline were identified as having the capacity to accommodate above moderate-income sites.

3.3 Sites Identified in Previous Housing Elements

Per the statute (Government Code Section 65583.2[c]), a non-vacant parcel identified in a previous planning period and a vacant parcel that has been included in two or more previous consecutive planning periods cannot be used to accommodate the lower-income RHNA unless the parcel is subject to a program in the Housing Element to allow residential use by right for housing developments in which at least 20 percent of the units are affordable to lower-income households. The City has identified one vacant site on Garvey Avenue that was previously identified. However, the site was only previously identified in the 5th Cycle Housing Element and not the 4th Cycle. As such, it is not subject to the program requirements.

4 Planned, Approved, and Prospective Projects

Several development projects in the pipeline are seeking entitlements or actively pursuing construction, or have prospective development expected to be built within the planning period. As previously mentioned in **Section 1, Introduction**, all five of the pipeline projects are residential redevelopment projects occurring on non-vacant parcels. In addition, three of the five projects are in the City's Commercial-Residential (C-R) zone. **Table 3, Summary of Pipeline Residential Development**, summarizes the current inventory of five residential projects included in the land inventory with active entitlements or under review, or with prospective development, and expected to be built within the planning period. As of June 2021, there were an estimated 395 housing units in the pipeline that are counted toward meeting the 6th Cycle RHNA. There are a number of other projects in the City with residential units, such as single-unit developments, that have not been included in this analysis but are expected to be completed during the planning period.

Table 3. Summary of Pipeline Residential Development				
Project	Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
Total Pipeline Residential Development Credited Toward RHNA	24	20	351	395
Source: City of South El Monte				

There are 24 units in the pipeline that will provide affordable housing for lower-income households and 20 units that will provide housing affordable for moderate-income households. These lower- and moderate-income units are expected to be built in four mixed-income housing projects. The remaining 351 units in the pipeline are expected to be above-moderate income units.

4.1 Horizons Townhomes

During the 5th Cycle planning period, the City completed a rezone and General Plan Amendment on a portion of Santa Anita Avenue adopting the Santa Anita Mixed-Use Overlay zone (Santa Anita Overlay) (Ordinance No. 1161). The Santa Anita Overlay permits residential development and mixed-use projects as infill development within the overlay zone. The overlay area is centrally located between many of the City's existing residential neighborhoods, and many of the existing commercial and manufacturing uses located along both sides of Santa Anita Avenue are vacant or underutilized providing numerous opportunities for redevelopment of these non-vacant sites into residential uses. One of the first large residential developments within the Santa Anita corridor overlay is The Horizons, which is zoned Commercial-Residential (C-R) and designated as Mixed-Use. The project's redevelopment site was previously various underutilized industrial uses, including a mobile office rentals businesses and large surface lot where the mobile trailers were stored outdoors. The project consists of 77 townhome units, including 12 low-income units, on 3.54 acres with a density of approximately 22 dwelling units per acre. The development also included energy-efficient features, such as solar and natural gas, and numerous community amenities such as spacious outdoor areas and play areas. 1 building permit for an above-moderate was noted on the City's 2019 Annual Progress Report (APR), and 36 building permits for above-moderate units were noted on the City's 2020 APR. As such, these have been subtracted from the total 77 units. Leaving 40 units to be credited towards the 6th Cycle planning period. As shown in **Table 4**, 12-lower-income residential units and 28 above moderate-income units are expected to be credited towards the 6th Cycle planning period. 2727 Rosemead Boulevard

The 2727 Rosemead Boulevard development project is located adjacent to Rosemead Boulevard on approximately 1.7 acres. The project's redevelopment site was previously used as a surface lot to store cars and other vehicles. The parcels that will be included in the project are currently in the City's Commercial Manufacturing (C-M) zone, but are undergoing entitlements, and once finalized, will be rezoned to Commercial-Residential (C-R) and to a Mixed-Use General Plan designation to allow mixed-use under a General Plan Amendment and zone change. The project, currently under California Environmental Quality Act review (Resolution No. 20-09), would consist of 73 units, including 4 lower-income units and 69 market-rate units at a density of approximately 40 dwelling units per acre, as included in **Table 4**.

4.2 2610–2634 Chico Avenue and 2607–2637 Humbert Avenue

The project was originally heard by the Planning Commission in March 2020 for review of a Conditional Use Permit to allow for the construction of 72 residential condominiums, a subdivision to allow for the creation of 72 air parcels and one common lot, and a General Plan Amendment and zone change to change the land use designation of four lots from Industrial to Medium Density Residential, and from Manufacturing to Multi-Family Residential (R-3) zone. The project site was previously a mix of large, underutilized concrete lots, industrial warehouses, and one lot with residential tenants. The project was continued to the May 19, 2020 Planning Commission meeting in order for the applicant to work with the existing tenants residing at 2621 Humbert Avenue to allow for a mutually beneficial relocation program. The Planning Commission found that the steps taken by the applicant to address the existing tenant's concerns were sufficient, and the City Council's final approval of the General Plan Amendment and zone change were subsequently adopted (Ordinance No. 1247).

The 72 residential units will include 8 lower-income units and 64 above moderate-income units. The project will be located on 4.3 acres with a density of approximately 17 dwelling units per acre. The City's 2019 APR listed 3 above-moderate permits issued for the development. As such, the 3 units have been subtracted from the total 72 units, and the remaining units, 61 above-moderate units and 8 lower-income units, have been included in **Table 4**.

4.3 3035 North Adelia Avenue

This development project is currently going through entitlements and will consist of development of six two-story apartment units with attached garages. The project's redevelopment site is currently an underutilized concrete lot. The project is proposed on two parcels located in the Commercial-Residential (C-R) zone and Mixed-Use General Plan designation totaling 0.28 acres with a density of approximately 21 dwelling units per acre. The six units have been included in the above moderate-income units in **Table 4**.

4.4 2540 Rosemead Boulevard

The large 13.5-acre site was previously the location of the Starlite Drive-in/Swap Meet, which closed in early 2020. All three parcels of the site were purchased by a large homebuilder in early 2021 based on the County of Los Angeles Recorder's Office records and is currently under California Environmental Quality Act review. The site is currently zoned Commercial Manufacturing (C-M) and has an Industrial land use designation. However, the project is currently undergoing entitlements, including a General Plan Amendment and zone change to change the land use designation to Specific Plan, and City staff expects that the site is expected to be developed into 207 units, with an assumed 10 percent of units (21 units) affordable to moderate-income households, equating to an overall density of approximately 15 dwelling units per acre.

4.5 Summary of Residential Projects in Pipeline

In total, 395 units are part of planned and approved projects, or prospective development expected to be built within the planning period, that are counted toward meeting the RHNA. Based on affordability restrictions, the projects are anticipated to provide 24 lower-income units, 20 moderate-income units, and 351 above moderate-income units. The projects summarized above are listed in **Table 4, Pipeline Residential Development**.

Table 4. Pipeline Residential Development Credited Towards 6th Cycle RHNA				
Project	Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units Credited Toward 6th Cycle RHNA
Horizons Townhomes	12	—	28	40 ¹
2727 Rosemead Boulevard	4	—	69	73
2610–2634 Chico Avenue and 2607–2637 Humbert Avenue	8	—	61	69 ²
3035 North Adelia Avenue	—	—	6	6
2540 Rosemead Boulevard	—	20	187	207
TOTALS	24	20	351	395
Source: City of South El Monte 1. The total units in the Horizons Townhomes development is 77 units; however, 37 units have been subtracted from the total as they have previously been included in the City's 2019 (1 unit) and 2020 (36 units) APR's building permit records. 2. The total units in this development will include 72 units; however, 3 units were not included in the total as they have previously been included in the City's 2019 APR's building permit records.				

RHNA = Regional Housing Needs Allocation; AM = above moderate; LI = lower income

5 Existing Capacity

5.1 Accessory Dwelling Unit Projection

The Housing Element may satisfy its RHNA requirement through methods alternative to the identification of sites. One such methodology is through an analysis of the expected number of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to be developed within the planning period. The number of ADUs and JADUs that can be credited toward potential development must be based on the following factors:

- ADU and JADU development trends since January 2018.
- Community need and demand for ADUs and JADUs.
- Resources and incentives available to encourage their development.
- The availability of ADUs and JADUs for occupancy.
- The anticipated affordability of ADUs and JADUs.

Recent changes to legislation governing the development and provision of ADUs and JADUs have sparked growth in these units in cities across California, including South El Monte. Because South El Monte is entirely built out and urbanized, ADU and JADU production is an ideal strategy for producing needed housing while capitalizing on existing infrastructure, such as water and sewer. Additionally, this is often a strategy that is more easily accepted by stakeholders who may be resistant to change because these units provide a form of “unseen” density that is palatable to many.

Although between 2014 and 2017 only 13 ADUs were permitted in the City, between 2018 and 2020, 21 ADUs were permitted in the City. **Table 5, ADU and JADU Development Trends**, details recent ADU and JADU development in the City.

Table 5. Accessory Dwelling Unit and Junior Accessory Dwelling Unit Development Trends	
Year	Permitted Units
2014	4
2015	2
2016	6
2017	1
2018	6
2019	6
2020	9
Source: HCD Housing Element Implementation and APR Data Dashboard, 2021	

Because ADU and JADU legislation has been revised several times since 2017, providing increased opportunities for the development of housing, it is expected that development trends will continue upward. To account for this increased potential, this sites analysis used the trends in ADU construction since January 2018 to estimate new production, which average 7 ADUs per year. However, this only accounts for the effect of new laws without local incentives, such as the ADU program identified as part of the Housing Element. Based on the local incentives and ADU and JADU trends since January 2018, a conservative estimate of the number of units to be produced under this approach is 8 units each year during the planning period (2021–2029), for a total of 64 units.

In addition to calculating the expected number of ADUs and JADUs to be developed within the planning period, the sites analysis must calculate the anticipated affordability of ADUs and JADUs to determine which RHNA income categories they should be counted toward. To facilitate the ADU affordability assumptions for jurisdictions, SCAG conducted the SCAG Regional Accessory Dwelling Unit Affordability Analysis.⁴ As part of the analysis, SCAG conducted a survey of rents of 150 existing ADUs from April through June 2020. Efforts were made to reflect the geographic distribution, size, and other characteristics of ADUs across counties and subregions. For example, Los Angeles County is separated into two categories, Los Angeles County I and Los Angeles County II, to better account for the disparities in housing costs between coastal and inland jurisdictions.

SCAG concluded that 23.5 percent of ADUs were affordable to very-low-income households. Based on these assumptions, of the total 64 ADUs that are projected to be built during the planning period, 15 are estimated to be affordable to very-low-income households, 28 to low-income households, 2 to moderate-income households, and 19 to above moderate-income households. **Table 6, Estimated Affordability of Projected ADUs 2021–2029**, shows the assumptions for ADU affordability based on the SCAG survey for Los Angeles County II.⁵

⁴ https://scag.ca.gov/sites/main/files/file-attachments/adu_affordability_analysis_120120v2.pdf?1606868527

⁵ The survey separated Los Angeles County into two categories. Los Angeles County I includes the City of Los Angeles, Las Virgenes-Malibu, South Bay Cities, Westside Cities, and Los Angeles County II includes all other Los Angeles County jurisdictions. The affordability assumptions for the Los Angeles County II are reflected in this sites analysis.

Table 6. Estimated Affordability of Projected ADUs 2021–2029		
Income Level	Percent of ADUs	Projected Number of ADUs
Very Low Income	23.5%	15
Low Income	44.6%	28
Moderate Income	2.1%	2
Above Moderate Income	29.8%	19
Total	100%	64
Source: SCAG Regional Accessory Dwelling Unit Affordability Analysis, 2020		

ADU = accessory dwelling unit

In coordination with the updated policies and programs in the Housing Element and the City’s ongoing efforts to promote the development of ADUs and JADUs, it is likely that these units will be produced at a much higher rate. The programs of the Housing Element aggressively promote and incentivize the production of ADUs and JADUs.

5.2 Vacant Site

The City consists of approximately 1,800 total acres and is almost entirely built-out, leaving little to no flexibility for the development of housing on vacant sites. Parcel data revealed that nine total parcels in South El Monte are vacant. However, upon closer inspection, the majority of these sites are not available for any type of development. One of the sites is an irregularly shaped parcel wedged between the Rubio Wash and Rosemead Boulevard overpass near Garvey Avenue. Another site is currently the Municipal Athletic Federation Sports Field with a flow easement that prevents overnight uses. A group of parcels classified as vacant by the assessor data were in fact occupied by existing uses that were unlikely to redevelop during the planning period. The two remaining vacant parcels were found to be vacant and suitable for residential development. These two parcels are adjacent and can be consolidated into one site. The site is located at 9647 Garvey Avenue and consists of two parcels (Assessor’s Parcel Number [APN] 8581-015-043 and APN 8581-015-011) for a total of 0.78 acres. **Table 7, Vacant Sites**, provides a breakdown of the two vacant parcels that make up the 9647 Garvey Avenue site.

Table 7. Vacant Sites					
Site Number	Assessor's Parcel Number	Zone	Acreage	Maximum Units Permitted	Realistic Capacity
11F	8581-015-043	C-R	0.64	56 units	13 units
11F	8581-015-011	C-R	0.14	12 units	3 units
Total			0.78	68	16

C-R = Commercial-Residential

Table 8, Vacant Site Capacity, provides a summary of the affordability of the vacant sites. Because the two parcels meet the default density of 20 dwelling units per acre in the C-R zone and are a combined 0.78 acres, the sites would meet the criteria for lower-income sites. Based on the minimum density permitted in the C-R zone, which was used as the assumption to calculate realistic capacity for lower-income sites, the site has been identified in the sites inventory as having the capacity to accommodate 16 units for the City’s lower-income RHNA.

Table 8. Vacant Site Capacity			
Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
16	0	0	16 units

5.3 Underutilized Sites

Vacant land is nearly non-existent in the City, so determining which non-vacant sites are underutilized and have the strongest potential for redevelopment can help identify ideal areas for accommodating new housing through redevelopment. Although existing uses on non-vacant sites are considered an impediment to development, underutilized sites are identified through thorough and selective criteria to determine which existing uses are most likely to redevelop when paired with the right zoning designation, regulations, and policies. As part of this identification process, an analysis of underutilized sites was conducted to determine where to prioritize Housing Element programs that aim to increase opportunities for housing development, including a rezone program, as discussed in the next section.

In addition to analyzing the existing uses on each parcel, the methodology for identifying and prioritizing underutilized sites was largely based on the following factors:

- **Building Age** – Buildings built prior to 1975 (most sites identified are more than 50 years old).
- **Under Valued** – An assessed improvement-to-land-value ratio less than 1.
- **Site Size** – Sites greater than 0.5 acres or less than 10 acres. It should be noted that sites may include multiple parcels less than 0.5 acres in size with the potential for lot consolidation resulting in a site greater than 0.5 acres.

Table 9, Underutilized Site Capacity, provides a summary of the affordability of all underutilized sites identified as part of the sites inventory.

Table 9. Underutilized Site Capacity			
Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units	Total Units
115	78	0	193 units

5.3.1 Underutilized Parcels in the Commercial-Residential (C-R) Zone

With limited vacant land available in the City, it is expected that property owners will strive for densities closer to the maximums and that there will be continued interest from developers in pursuing redevelopment opportunities in the City. However, the sites analysis must determine the projected realistic capacity for development on identified sites using past production redevelopment trends versus anticipated trends. Therefore, the realistic capacity for the underutilized sites was based off the minimum density allowed in the C-R zone, which allows for mixed-use development with a residential component or projects purely composed of multi-family residential development.

Because of the recent higher-density multi-family development occurring within the City's C-R zone, 10 sites within the C-R zone have been identified as being underutilized and having the potential to redevelop residential uses or more-intensive residential uses at densities appropriate to accommodate the regional housing need (by income) within the planning period. The sites consist of multiple

contiguous parcels, all of which are along the Garvey Avenue mixed-use corridor. Although a large portion of the City is zoned for manufacturing, a majority of Garvey Avenue is adjacent to existing residential uses, which would promote furthering fair housing by identifying sites that could integrate with the existing community. Therefore, the sites would have the same access to resources, amenities, and opportunities as the existing residents. When paired with program numbers 2, 3, 4, and 8 of the Housing Element, residential development on these sites will be further incentivized, paving the way for future development. **Figure 1, Overview of Underutilized Sites in the Commercial-Residential (C-R) Zone**, provides a map of identified underutilized sites with their corresponding site number. Sites identified in Figure 1 that do not have a site number, qualified under the methodology and data used to identify underutilized sites, were not ultimately selected based on their existing use. Some of the sites include multiple adjacent parcels, which are denoted with letters following the site number, as included in **Table 10, Summary of Underutilized Sites in the Commercial-Residential (C-R) Zone**. **Table 10** provides a summary of the underutilized sites identified in the C-R zone.

A site-by-site overview for Sites 1 through 10, as included in **Figure 1** and **Table 10**, are provided below. The overview includes each parcel's existing use, acreage, APN, improvement-to-land-value ratio, age of building, and floor-to-area ratio (FAR) if relevant. In addition, the overview includes photos of the parcel(s) in the site, the density range allowed under the existing C-R standards, the realistic capacity, potential under maximum density permitted, and note about adjacent or abutting existing uses.

Table 10. Summary of Underutilized Sites in the Commercial-Residential (C-R) Zone

Site Number	Assessor's Parcel Number	Total Acreage	Maximum Units Permitted	Realistic Capacity (units) (based on minimum density)	Affordability Level	Existing Uses
1A	8102032026, 8102032027, 8102032025	1.07	107	21	Low	Used Car Dealer with a land improvement ratio of 0.17. The Used car dealership is partially on the parcel below (8102-032-02) and includes a large surface parking lot; Xpress Lube and Repair for automobile on a small portion of the site, with an FAR of 0.10. A portion of the used car dealer's structure is on the northern portion of this parcel and the remaining parcel is surface parking lot; Surface Parking lot without any structures. Appears to be used to store older vehicles.
2B	8102032013, 8102032014, 8102032015, 8102032016	1.25	125	25	Low	Surface Parking lot without existing structures. KCT Auto Service and Vans with a large surface lot with an FAR of 0.11; Tow yard with adjoining surface parking lot on parcel below (APN 8102-032-016) with an FAR of 0.28 for the parcel; Surface Parking Lot – see above (Parcel adjoining APN 8102-032-015).
3	8102032030	0.86	75	17	Low	Commercial building in need of repairs built in 1946, and large surface lot in the back of the building with a total FAR of 0.19 on the parcel.
4C	8581037002, 8581037003,	0.72	67	14	Low	Surface parking lot without existing structures; Appears to be used to store cars as part of used car lot

	8581037004					on parcel below (8581-037-003). Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-004), and a portion of a small, older existing structure with a land improvement value of 0.15 and floor are ratio of 0.055; Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-003), and a portion of a small, older existing structure with a land improvement value of 0.013 and floor are ratio of 0.45.
5D	8102031025, 8102031026	0.51	44	10	Moderate	Fast-Food Restaurant (closed and vacant); Drive-Thru Restaurant with parking and two large drive-through automobile lanes.
6	8102031015	1	87	20	Moderate	Old existing building built in 1949. Mini market and auto wholesaler – lot primarily appears to be used as a car storage lot.
7	8102030008	0.65	87	13	Low	Used car dealers. Very small, existing older structure with a land improvement ration of 0.013 and floor area ratio of 0.0093 – lot primarily appears to be used as a car storage lot.
8	8102028005	0.58	87	12	Low	Old, vacant building built in 1969 which appears to be in need of substantial repairs, and a large portion of the lot is concrete with no existing structures and a floor area ratio of 0.14.
9E	8102028008, 8102028009	0.88	87	18	Moderate	New City Auto and Used Car Parts. Small, older existing structures built in 1942 with a land improvement ratio of 0.032 and a floor area ratio of 0.043; Surface lot used to store used cars and an old, small existing structure built in 1944
10	8581015004	0.63	87	13	Low	Car Dealer with a small existing structure built in 1976 with a floor area ratio of 0.0058 and land improvement ratio of 0.22, and a large portion of the lot appears to be used to store cars.

Garvey Avenue, as shown on **Figure 1**, is nestled between existing residential uses, both to the South and to the North in the adjacent City of El Monte, making it a logical corridor for residential and mixed-use development. As opposed to other corridors in the City, which may abut existing industrial or manufacturing uses on all sides. Garvey Avenue is currently heavily dominated by older automobile-oriented uses, many of which have single businesses which occupy multiple parcels. However, many of these businesses on multiple parcels have older structures on one parcel, which appear to be in need of repairs and were originally built in the 1940's, directly adjacent to older large surface parking lots or empty concrete lots on second parcels. Because of these existing conditions (i.e. single uses already occupying multiple parcels and minimal existing structures without existing residential uses), it is reasonable to expect the sites with multiple parcels as identified in **Table 10** to be consolidated and redeveloped as single sites.

All of the sites (Sites 1, 2, 4, 6, 7, 9, and 10) identified in **Table 10**, except for sites 3, 5, and 8, are comprised of automobile-oriented businesses (e.g. used car sales, repair shops, and towing) with large surface parking lots for the businesses, some of which store vehicles they are servicing or used as storage for used cars. Of those sites, sites 1, 2, 4 and 9 are comprised of two or more contiguous parcels

expected to be consolidated in a pattern which is similar to their existing uses, as previously explained. Nearly all businesses appear to be in need of repairs, and several were built in the 1940's.

Site 3 as identified in **Table 10** is a single parcel site which currently has a one-story commercial building. The building was built in 1946 and appears to be in need of substantial repairs. A majority of the lot does not appear to be utilized as it is an open concrete lot resulting in a total FAR of 0.19 for the site.

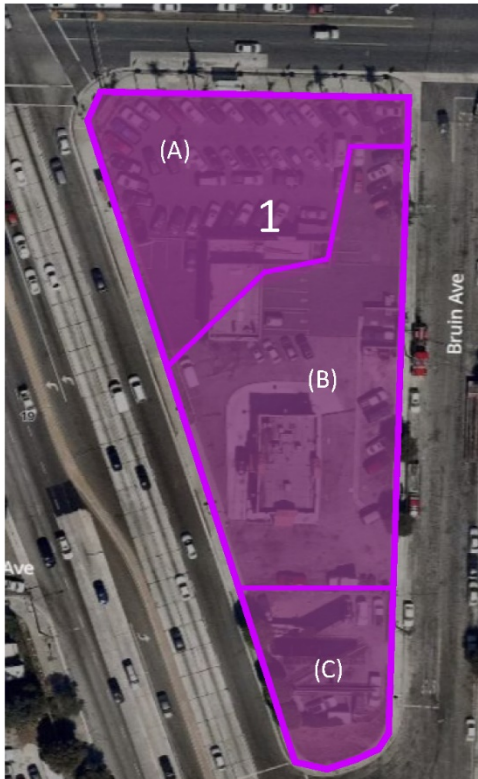
Site 5 as identified in **Table 10** is comprised of two parcels expected to be consolidated. Both parcels have small existing buildings. The existing use on one parcel (APN 8102-031-025) is a small fast-food restaurant, which has a surface lot and two wide drive-through car aisles. The second parcel (APN 8102-031-026) was previously a fast-food restaurant, which is now closed and vacant.

Site 8 as identified in **Table 10** is a single parcel with a vacant building with a large surface parking lot resulting in a total FAR of 0.14 for the site. The building was built in 1969 and appears to be in need of substantial repairs.

As previously mentioned in **Section 4, Planned, Approved, and Prospective Projects**, several redevelopment projects are expected to be completed within the planning period, or have been completed, including the completed Baldwin Park Homes Development townhomes which was previously a commercial center with a large surface parking lot, as well as the Horizons Townhomes, both projects on Rosemead Boulevard (2727 and 2540 Rosemead Blvd), and the Chico and Humbert, and Adelia Avenue development projects. These projects are redeveloping sites which previously used one or more of their parcels for surface parking lots, vehicle storage, or trailer storage. These projects serve to provide evidence that redevelopment of sites, with similar commercial and auto-oriented uses, into residential uses is feasible and that market interest exists.



Figure 1. Overview of Underutilized Sites in the Commercial-Residential (C-R) Zone



Total 1.07 ac
Density 20 du/ac - 100 du/ac
Realistic Capacity 21 units
Potential for 107 units

#1 (3 Parcels)

M&M Used Car Dealer (A)

9414 Garvey Ave

- 0.40 acres
- APN – 8102032026
- IL ratio 0.17

Xpress Lube and Repair (B)

- 0.54 acres
- APN - 8102032027
- IL ratio 1.16, FAR 0.10

Surface Parking Lot (C)

- 0.13 acres
- APN - 8102032025
- IL ratio 0, FAR 0



5.3.1.2 Site 2

#2 (4 Parcels)

Surface parking lot (A), 9432 Garvey Ave

- 0.18 acres
- APN - 8102032013
- IL ratio 0, FAR 0

KCT Auto Service and Vans (B), 9442 Garvey Ave

- 0.43 acres
- APN – 8102032014
- IL ratio 0.64, FAR 0.11

Freddie Mac's Towing (C)

- 0.41 acres
- APN – 8102032015
- IL ratio 0.63, FAR 0.28

Surface parking lot (D)

- 0.21 acres
- APN - 8102032016
- IL ratio 0.32, FAR 0

Total 1.25 ac

Density 20 du/ac - 100 du/ac

Realistic Capacity – 25 units

Potential for 125 units



#3

Commercial Building and Large Surface Lot
9542 Garvey Ave

- 0.86 acres
- APN – 8102032030
- IL ratio 1.03, FAR 0.19
- Year Built 1946



Total 0.86 ac
Density 20 du/ac - 87 du/acre
Realistic Capacity – 17 units
Potential for 75 units
Abutting R-3 Zone

#4 (3 Parcels)

Surface parking lot (A)

9511 Garvey Ave

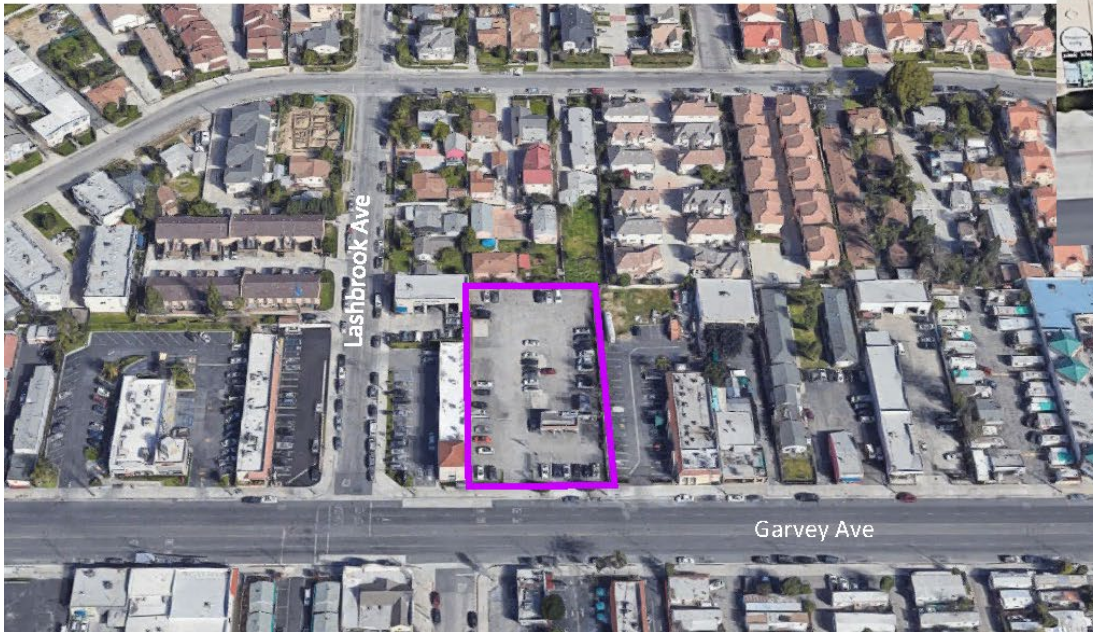
- 0.28 acres
- APN – 8581037002
- IL ratio 0.015, FAR 0.26

Used Car Lot/9513 Garvey Ave (B)

- 0.27 acres
- APN - 8581037003
- IL ratio 0.15, FAR 0.055

Surface parking lot (C)

- 0.17 acres
- APN – 8581037004
- IL ratio 0.013, FAR 0.42



Total 0.72 ac

Density 20 du/ac - 87 du/acre

Realistic Capacity – 14 units

Potential for 67 units

Abutting MF Residential in Neighboring City

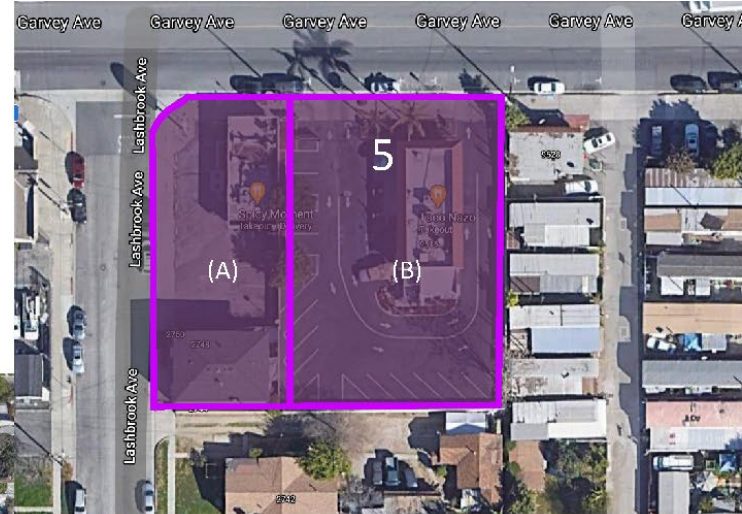
#5 (2 Parcels)

Fast-Food Restaurant (closed), (A)
2750 Lashbrook Ave

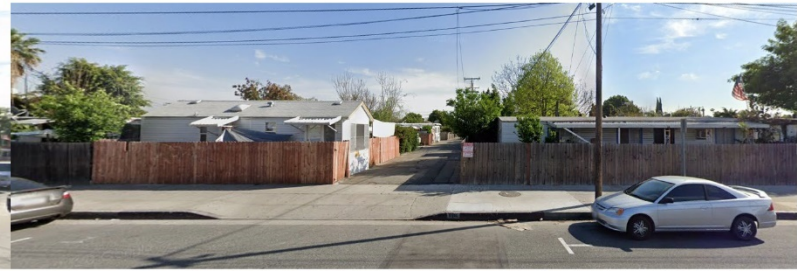
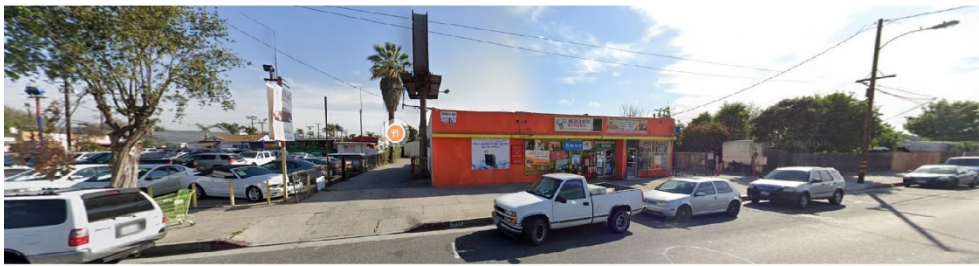
- 0.16 acres
- APN – 8102031025
- IL ratio 0.31, FAR 0.28
- Year Built 1956

Drive-Through Restaurant (B)
(Taco Nazo), 9516 Garvey Ave

- 0.35 acres
- APN – 8102031026
- IL ratio 0.67, FAR 0.12



Total 0.51 ac
Density 20 du/ac - 87 du/acre
Realistic Capacity – 10 units
Potential for 44 units
Abutting R-3 Zone



#6

Market, and Auto
Wholesaler

9556 Garvey Ave

- 1.33 acres
- APN – 8102031015
- IL ratio 0.22, FAR 0.041
- Year Built 1949

Total 1 acre (excluding
western portion of lot with
existing trailer homes)
Density 20 du/ac - 87 du/ac
Realistic Capacity – 20 units
Potential for 87 units
Abutting R-3 Zone



#7

Premium Autos – El Monte

9640 Garvey Ave

- 0.65 acres
- APN – 8102030008
- Used Car Dealer
- IL ratio 0.013, FAR 0.0093

Total 0.65 ac

Density 20 du/ac - 87 du/ac

Realistic Capacity – 13 units

Potential for 55 units

Abutting R-3 Zone



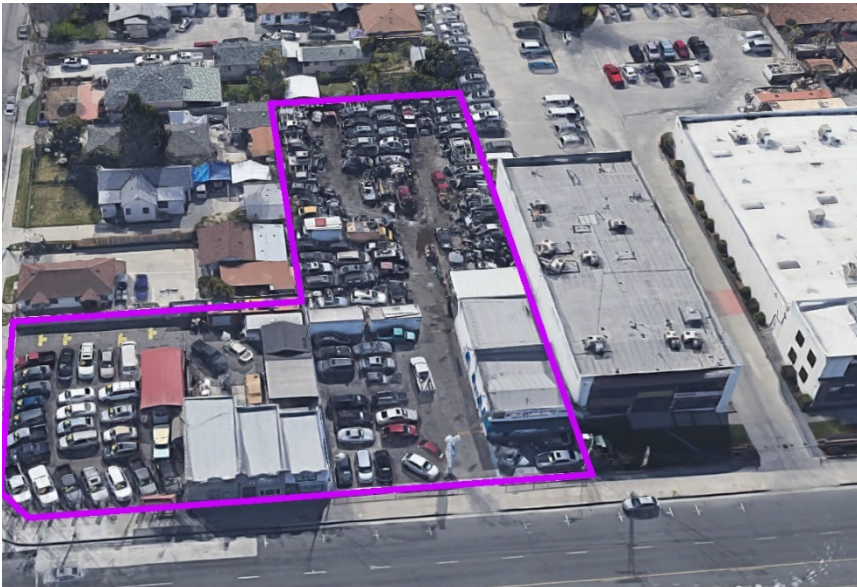
#8

Vacant Building
9710 Garvey Ave

- 0.58 acres
- APN – 8102028005
- IL ratio 1.03, FAR 0.14
- Building Year 1969

Total 0.58 ac
Density 20 du/ac - 87 du/acre
Realistic Capacity – 12 units
Potential for 50 units
Abutting R-3 Zone



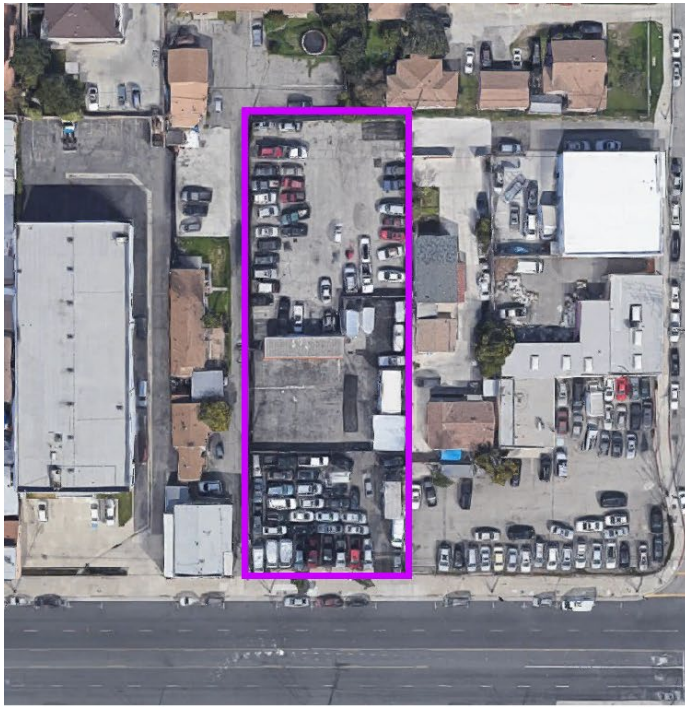


Total 0.88 ac
Density 20 du/ac - 87 du/ac
Realistic Capacity – 18 units
 Potential for 77 units
 Abutting MF Residential in Neighboring City

#9 (2 Parcels)

New City Auto – Use Car Parts (A)	Used Car Dealer (B)
9742 Garvey Ave	9750 Garvey Ave
• 0.58 acres • APN –8102028008 • IL ratio 0.032, FAR 0.043 • Year Built 1942	• 0.3 acres • APN –8102028009 • IL ratio 0.44, FAR 0.15 • Year Built 1944





#10

Autovic Motors – Car Dealer
9739 Garvey Ave

- 0.63 acres
- APN –8581015004
- IL ratio 0.22, FAR 0.0058
- Year Built 1976

Total 0.63 ac

Density 20 du/ac - 87 du/ac

Realistic Capacity – 13 units

Potential for 55 units

Abutting MF Residential in Neighboring City



5.3.2 Underutilized Parcels in R-3 Zone

In addition to the underutilized sites identified in the C-R zone, the sites analysis includes underutilized sites in the R-3 zone. **Table 11, Summary of Underutilized Sites in R-3 Zone**, provides an overview of the underutilized sites identified in the R-3 zone.

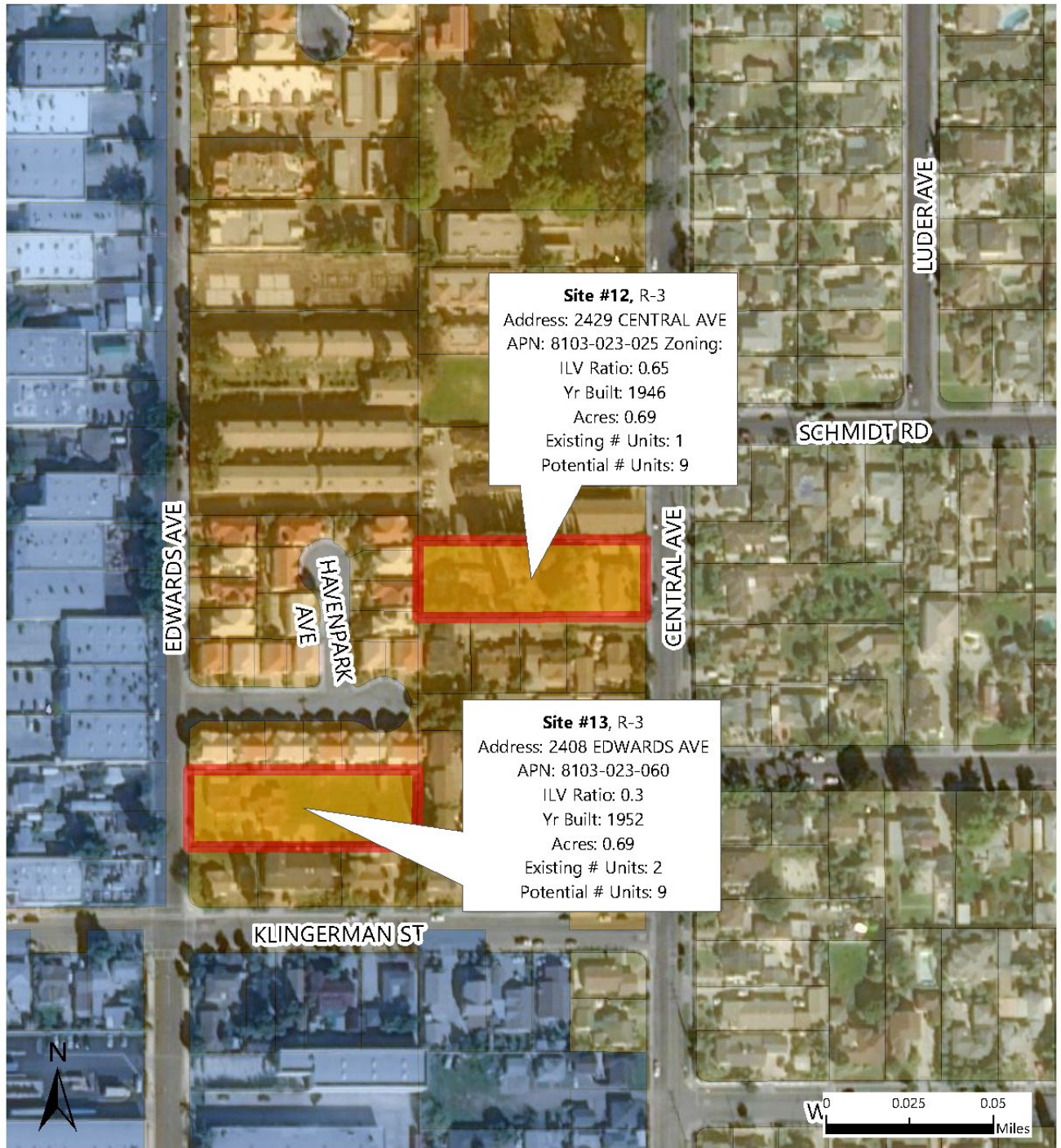
Using the 80 percent of maximum density assumption, the underutilized site's realistic capacities in the R-3 zone were calculated at 13 dwelling units per acre. Based off these density assumptions and their existing residential uses, they were identified as moderate-income units. However, only net-new units were ultimately accounted for toward accommodating the City's moderate-income RHNA. As provided in **Table 11**, the existing units on the sites were subtracted from the realistic capacity to calculate the net-new units. Although there are existing residential uses on the sites identified as underutilized in the R-3 zone, none of sites are known to be restricted to lower-income households.

Table 11. Summary of Underutilized Sites in R-3 Zone								
Site Number	Assessor's Parcel Number	Total Acreage	Maximum Units Permitted	Realistic Capacity (Units)	Existing Units	Net New Units	Affordability Level	Site Description
12	8103023025	0.69	11	9	1	8	Moderate	1 existing older residential building built in 1946 with 1 unit with a land improvement value ratio of 0.65 (Net New Units have been accounted for in total units).
13	8103023060	0.69	11	9	2	7	Moderate	2 existing older units built in 1952 with a land improvement value ratio of 0.3 (Net New Units have been accounted for in total units).
14	8104024015	0.77	12	10	5	5	Moderate	5 existing older smaller units built in 1935 with a land improvement value ratio of 0.77 (Net New Units have been accounted for in total units).
15	8104024014	0.87	14	11	6	5	Moderate	6 existing older smaller units built in 1958 with a land improvement value ratio of 0.87 (Net New Units have been accounted for in total units).
16	8104024013	0.55	8	7	5	2	Moderate	5 existing older smaller units built in 1948 with a land improvement value ratio of 0.53 (Net New Units have been accounted for in total units).
17	8119006033	0.54	8	7	4	3	Moderate	4 existing older smaller units built in 1956 with a land improvement value ratio of 0.94 (Net New Units have been accounted for in total units).
Total		4.1	64	53	23	30	—	

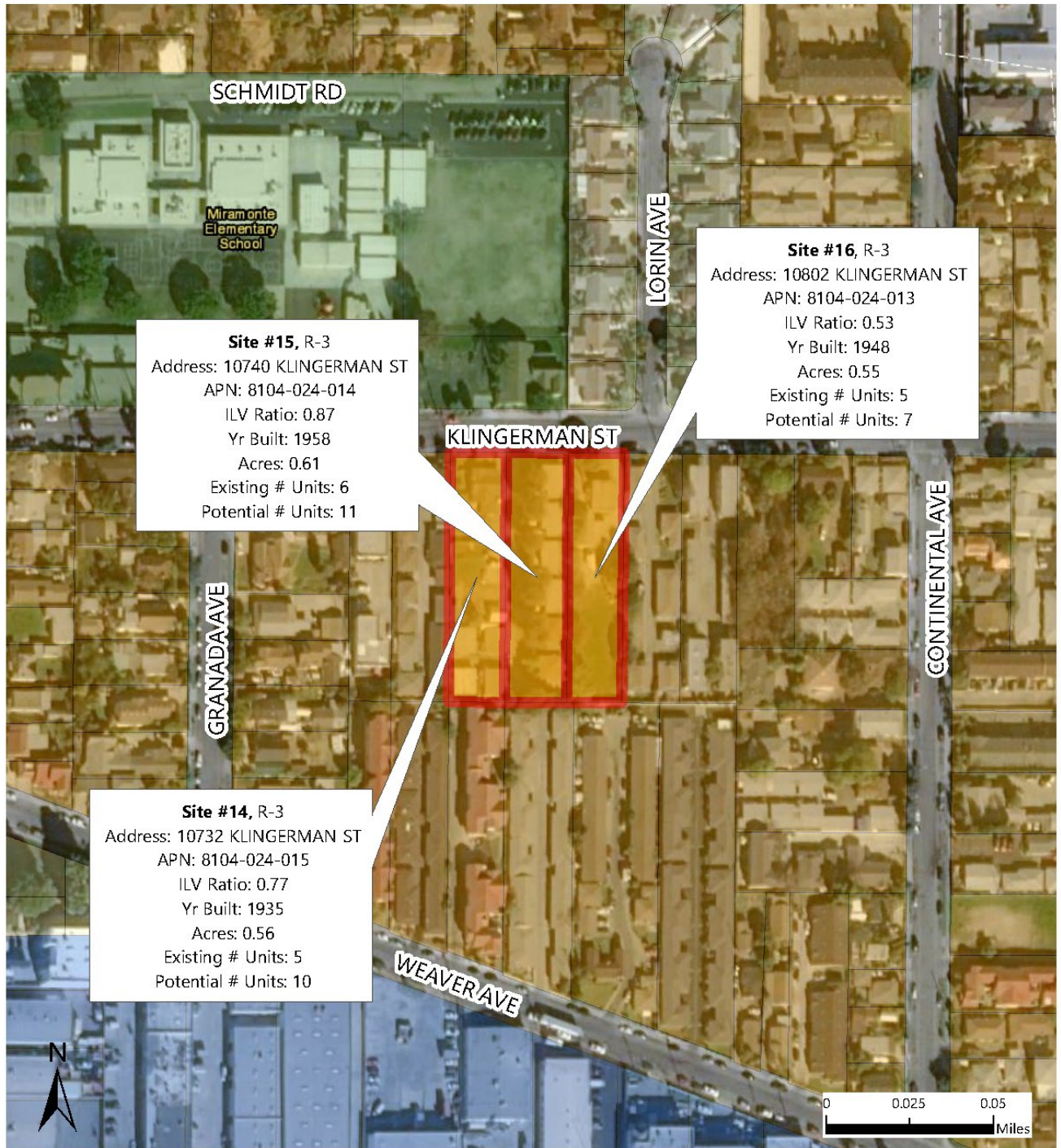
A site-by-site overview for sites 12 through 17, as included in **Table 11**, are provided below. The overview includes each parcel's existing address, APN, improvement-to-land-value ratio, age of building, acres, existing number of units, and potential number of units under the realistic capacity assumptions (13 dwelling units per acre). In addition, the overview includes photos of the parcels on the site. All six

sites included in **Table 11** include existing, older residential buildings. However, the buildings were all built before 1958 and date as far back as 1935 and can reasonably be expected to be in need of substantial repairs or potential candidates for redevelopment. As previously discussed in **Section 4, Planned, Approved, and Prospective Projects**, the residential project on Chico and Humbert Avenue is redeveloping a site, which previously had older, existing residential units. While that project is composed of multiple parcels, the zoning for the site is now also R-3, and the individual parcels are of a similar size and shape as those identified in **Table 11**, providing evidence that development interest exists for similar redevelopment projects on underutilized sites in the R-3 zone.

5.3.2.1 Sites 12 and 13



5.3.2.2 Sites 14, 15 and 16



5.3.2.3 Site 17



6 Rezone Strategies to Ensure Capacity

The City is committed to maintaining capacity and providing additional opportunities for residential development throughout the planning period. As such, the City has committed to a rezone program in the Housing Element to rezone parcels to allow for mixed-use development, inclusive of purely residential projects. The area identified for the rezone program is in the northeast quadrant of the City, along Tyler Avenue north of Rush Street, as shown in **Figure 2, Rezone Area Keymap**.

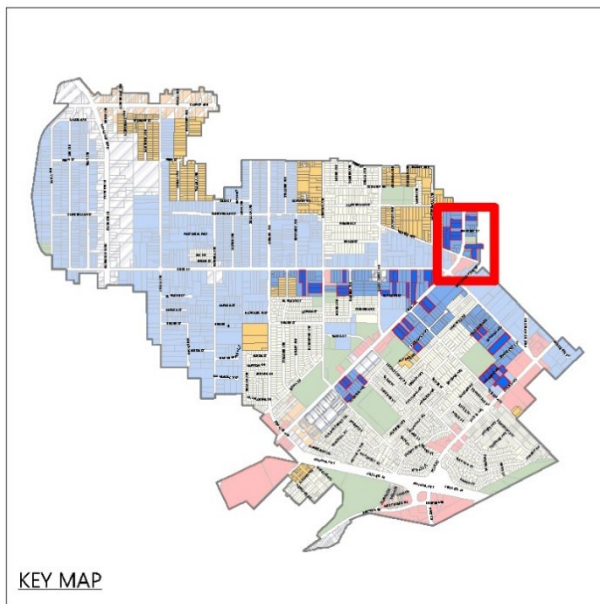


Figure 2. Rezone Area Keymap

Although the City has the ability to accommodate its RHNA for all income levels during the planning period, the City has identified underutilized sites within the area to be rezoned, based on the same criteria and methodology assumptions that were used to identify underutilized sites in the C-R and R-3 zones. Additionally, based on current redevelopment trends in the City, the existing uses on the sites identified as underutilized make the sites probable candidates for additional redevelopment projects once they are rezoned to allow residential uses. The identified sites will provide a buffer, as required to accommodate the RHNA throughout the planning period. The sites identified will provide a generous buffer, exceeding the recommended buffer from HCD, especially for capacity to accommodate the lower-income RHNA. The area identified for the rezone provides an opportunity for 167 units based on the C-R zone's realistic capacity assumptions and the acreage of the potential sites, as shown in **Table 12, Potential Underutilized Sites in Rezone Area**, and further ensures that sites zoned to accommodate housing for lower-income households are not concentrated in lower resource areas and segregated into concentrated areas of poverty, including in areas with access to greater resources, amenities, and opportunities. Although all of the census tracts within the City and the majority of census tracts in neighboring jurisdictions are designated as "low resource" by TCAC/HCD Opportunity Area Maps, this does not imply that resources do not exist in the City. The location for the proposed rezone, as shown in **Figure 2**, was mindfully selected as it is located near existing schools, and between existing residential neighborhoods, which provide educational resources and opportunities to expand the existing

residential fabric of the community. Rezoning the area identified will help provide a buffer between the existing industrial zone to the south and increase opportunities for high-density residential development adjacent to existing residential zones and two schools, and work to transform an underutilized industrial corridor into a mixed-use corridor that can support a mix of residential uses at lower- and moderate-income levels. **Figure 3, Overview of Underutilized Sites in Rezone Area**, provides an overview of the underutilized sites identified in the rezone area. Program 1 of the Housing Element commits the City to rezoning 3 acres of sites from Manufacturing (M) to Commercial Residential (C-R), which will provide a generous buffer (see additional details following **Figure 3** below). While the City has expressed a strong interest in rezoning the entire area identified in **Figure 3** (which would include all 14 parcels from Table 12), it should be noted the sites identified in **Table 12** far exceed the recommended buffer, as they total 8.35 acres of sites, and as such, not all of the sites included in **Table 12** or **Figure 3** have been included in the final sites inventory (See **table 13** for sites included in the final electronic Sites Inventory submission to HCD).

Table 12. Potential Underutilized Sites in Rezone Area

Address / Site Number	Assessor's Parcel Number	Current Zone/ General Plan Designation	Proposed Zone/ Proposed General Plan Designation	Acres	Improvement-to-Land-Value Ratio	Year Built
2151 TYLER AVE (18A)	8104022003	M; Industrial	C-M; Mixed-use	0.64	0.1	1940
2145 TYLER AVE (18B)	8104022004	M; Industrial	C-M; Mixed-use	0.64	0.24	1937
10935 WEAVER AVE (19A)	8104022017	M; Industrial	C-M; Mixed-use	1.01	0.22	1957
10955 WEAVER AVE (19B)	8104022018	M; Industrial	C-M; Mixed-use	1.11	0.41	1960
2226 TYLER AVE (20)	8105019012	M; Industrial	C-M; Mixed-use	0.60	0.56	n/a
2213 TYLER AVE	8104021007	M; Industrial	C-M; Mixed-use	0.65	0.71	1969
2223 TYLER AVE	8104021027	M; Industrial	C-M; Mixed-use	0.65	0.71	1969
2120 TYLER AVE	8105021006	M; Industrial	C-M; Mixed-use	0.99	0.07	1965
2116 TYLER AVE	8105021007	M; Industrial	C-M; Mixed-use	0.20	0.39	1972
2110 TYLER AVE	8105021008	M; Industrial	C-M; Mixed-use	0.52	0.59	1974

11015 WEAVER AVE	8105021019	M; Industrial	C-M; Mixed-use	0.19	0.57	1935
11029 WEAVER AVE	8105021020	M; Industrial	C-M; Mixed-use	0.61	0.08	1965
11033 WEAVER AVE	8105021021	M; Industrial	C-M; Mixed-use	0.26	0.68	1953
11035 WEAVER AVE	8105021022	M; Industrial	C-M; Mixed-use	0.28	0.08	1942

M = Manufacturing; C-M = Commercial Manufacturing



Figure 3. Overview of Underutilized Sites in Rezone Area

Table 13, Summary of Underutilized Sites in Rezone Area, includes sites 18 through 20. These sites are expected to be rezoned from their current Manufacturing (M) zone designation to C-R zone. Once rezoned, they will provide a generous buffer of 64 lower- or moderate-income sites calculated using the minimum density of the C-R zone.

Table 13. Summary of Underutilized Sites in Rezone Area								
Site Number	Assessor's Parcel Number(s)	Existing Floor-to-Area Ratio	Existing Use	Total Acreage	Current Zoning/ General Plan Designation	Proposed Zoning/ General Plan Designation	Realistic Capacity (based on C-R zone minimum density)	Affordability Level
18A, 18B	8104021007, 8104021027	0.41, 0.41	Each parcel has one warehouse built in 1969 and concrete lots without structures on the remainder of the lots.	1.29	M; Industrial	C-M; Mixed-use	26	Low/ Moderate
19A, 19B	8104022003, 8104022004	0.32, 0.08	19A – The back half of the parcel is a concrete lot with trash and recycling dumpsters, and the front portion is a triplex built in 1940. 19B – Four small warehouse structures built in 1937.	1.29	M; Industrial	C-M; Mixed-use	26	Low/ Moderate
20	8105019012	0.56	Los Angeles County Assessor's data notes it as a vacant lot, but the existing use is an older, unmarked warehouse built in the 1950s.	0.6	M; Industrial	C-M; Mixed-use	12	Low/ Moderate
Total				3.18			64	—

C-R = Commercial-Residential zone

7 Summary of Capacity to Accommodate the RHNA

The City of South El Monte is an urbanized community in the San Gabriel Valley of Los Angeles County. Due to the built-out nature of the City, few vacant parcels remain, and only one with the possibility of providing new housing opportunities. The City must identify adequate capacity for housing through underutilized sites that meet density requirements, have an aging structure, and have an assessed improvement-to-land-value ratio of less than 1. The underutilization of these sites paired with the programs of the Housing Element will ensure that the City can realistically meet the RHNA targets at all income levels for the 6th Cycle, and provide additional sites for a buffer ensuring that capacity remains throughout the Housing Element planning period.

Table 14, Summary of Residential Capacity Compared to 6th Cycle RHNA by Income, City of South El Monte, June 30, 2021 to October 31, 2029, provides a summary of total residential capacity included in the final sites inventory compared to the City's 6th Cycle RHNA. As shown in Table 14, the City has a total capacity for 208 lower-income units, 80 moderate-income units, and 380 above-moderate income units

within the residential pipeline of projects, vacant and underutilized sites, and through the expected number of ADUs and JADUs, which is sufficient capacity to accommodate the RHNA of 577 units. However, to include a buffer in the Housing Element inventory under the recommended 20 percent to 30 percent, the City will increase capacity through a rezone program and in the Housing Element programs.

Figure 4, Overview of Existing Capacity Identified in Sites Inventory, provides an overview of all sites with existing capacity as discussed in **Sections 4 and 5**, including projects in the pipeline, and vacant and underutilized sites. **Table 15, Sites Inventory Table**, provide a full site-by-site overview for all sites identified with existing capacity. The overview includes each parcel's Assessor's Parcel No., acres, potential number of units under the realistic capacity assumptions, income level, zoning and general plan designations, and, if applicable, age of building and floor area ratio, and existing uses (refer to **Table 13**, for details related to the buffer rezone sites).

**Table 14. Summary of Residential Capacity Compared to 6th Cycle RHNA by Income,
City of South El Monte, June 30, 2021 through October 31, 2029**

Category	Total Units	Lower-Income Units	Moderate-Income Units	Above Moderate- Income Units
RHNA	577	195	70	312
Pipeline Residential Development Credited Toward RHNA	395	24	20	351
Potential Accessory Dwelling Units	64	43	2	19
Vacant Site Capacity	16	16	0	0
Underutilized Site Capacity (Net New Units)	193	115	78	—
Total Capacity (Net New Units)	668	198	100	370
Total Capacity Surplus (+)/ Deficit (-)	—	-3	-30	-58
Additional Capacity for Buffer Through Rezoning	64	64 units		—

RHNA = Regional Housing Needs Assessment

Existing Capacity Identified in Sites Inventory

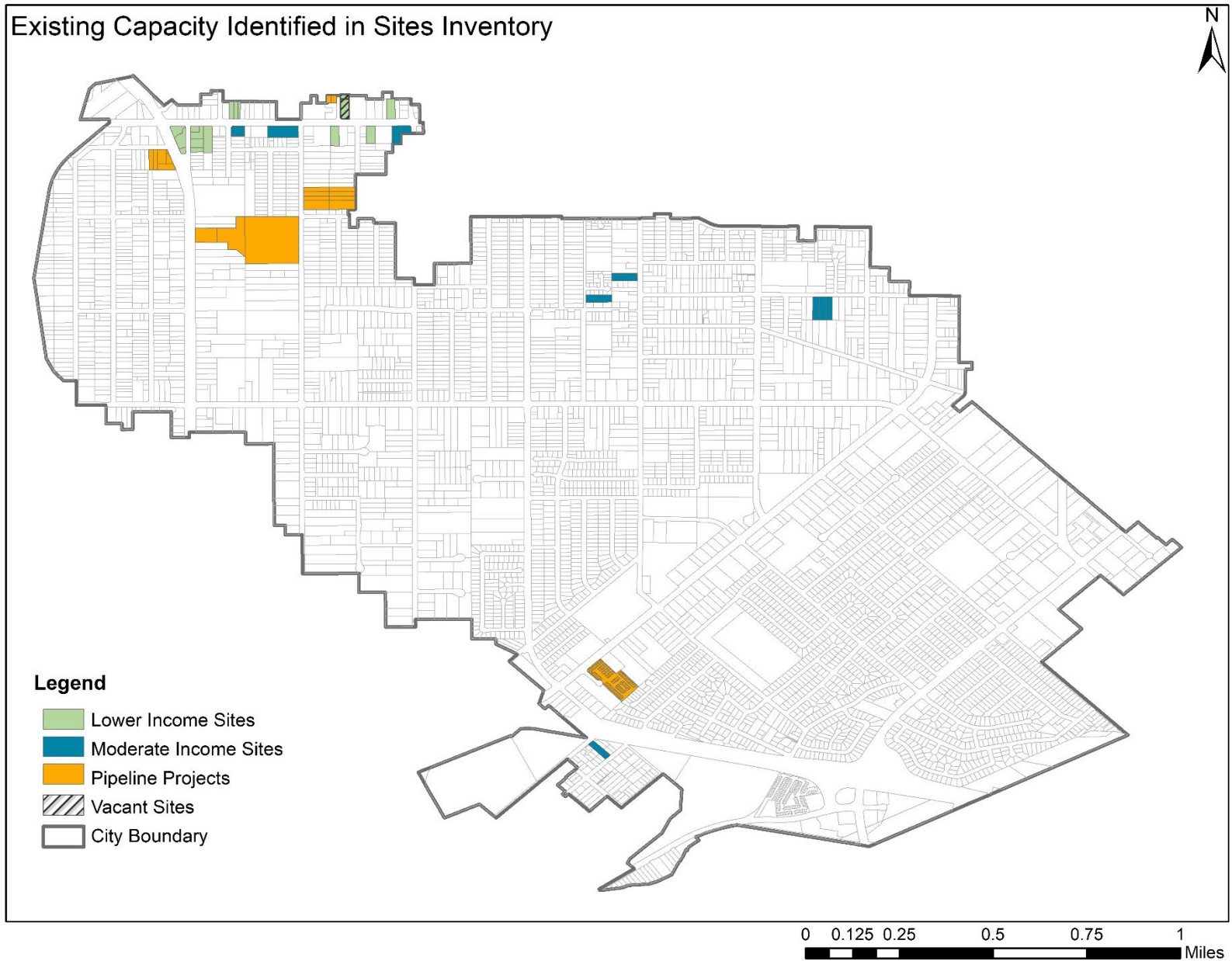


Figure 4. Overview of Existing Capacity Identified in Sites Inventory

Table 15. Sites Inventory Table (Existing Capacity)										
Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
EXISTING CAPACITY (VACANT AND UNDERUTILIZED)										
No	1A	8102-032-026	0.13	C-R	Mixed-use	2	0	0	2	Used Car Dealer with a land improvement ratio of 0.17. The Used car dealership is partially on the parcel below (8102-032-02) and includes a large surface parking lot.
No	1A	8102-032-027	0.4	C-R	Mixed-use	8	0	0	8	Xpress Lube and Repair for automobile on a small portion of the site, with an FAR of 0.10. A portion of the used car dealer's structure is on the northern portion of this parcel and the remaining parcel is surface parking lot.
No	1A	8102-032-025	0.54	C-R	Mixed-use	11	0	0	11	Surface Parking lot without any structures. Appears to be used to store older vehicles.
No	2B	8102-032-013	0.18	C-R	Mixed-use	4	0	0	4	Surface Parking lot without existing structures.
No	2B	8102-032-014	0.43	C-R	Mixed-use	9	0	0	9	KCT Auto Service and Vans with a large surface lot with an FAR of 0.11.
No	2B	8102-032-015	0.41	C-R	Mixed-use	8	0	0	8	Tow yard with adjoining surface parking lot on parcel below (APN 8102-032-016) with an FAR of 0.28 for the parcel.
No	2B	8102-032-016	0.21	C-R	Mixed-use	4	0	0	4	Surface Parking Lot – see above (Parcel adjoining APN 8102-032-015).
No	3	8102-032-030	0.86	C-R	Mixed-use	17	0	0	17	Commercial building in need of repairs built in 1946, and large surface lot in the back of the building with a total FAR of 0.19 on the parcel.
No	4C	8581-037-002	0.28	C-R	Mixed-use	6	0	0	6	Surface parking lot without existing structures. Appears to be used to store cars as part of used car lot on parcel below (8581-037-003).
No	4C	8581-037-003	0.27	C-R	Mixed-use	5	0	0	5	Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-004), and a portion of a small, older existing structure with a land improvement value of 0.15 and floor are ratio of 0.055.
No	4C	8581-037-004	0.17	C-R	Mixed-use	3	0	0	3	Used car lot with parcels above and below (APN 8581-037-002 and APN 8581-037-003),

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
										and a portion of a small, older existing structure with a land improvement value of 0.013 and floor are ratio of 0.45.
No	5D	8102-031-025	0.16	C-R	Mixed-use	0	3	0	3	Fast-Food Restaurant (closed and vacant)
No	5D	8102-031-026	0.35	C-R	Mixed-use	0	7	0	7	Drive-Thru Restaurant with parking and two large drive-through automobile lanes.
No	6	8102-031-015	1	C-R	Mixed-use	0	20	0	20	Old existing building built in 1949. Mini market and auto wholesaler – lot primarily appears to be used as a car storage lot.
No	7	8102-030-008	0.65	C-R	Mixed-use	13	0	0	13	Used car dealers. Very small, existing older structure with a land improvement ration of 0.013 and floor area ratio of 0.0093 – lot primarily appears to be used as a car storage lot.
No	8	8102-028-005	0.58	C-R	Mixed-use	12	0	0	12	Old, vacant building built in 1969 which appears to be in need of substantial repairs, and a large portion of the lot is concrete with no existing structures and a floor area ratio of 0.14.
No	9E	8102-028-008	0.58	C-R	Mixed-use	0	12	0	12	New City Auto and Used Car Parts. Small, older existing structures built in 1942 with a land improvement ratio of 0.032 and a floor area ratio of 0.043.
No	9E	8102-028-009	0.27	C-R	Mixed-use	0	6	0	6	Surface lot used to store used cars and an old, small existing structure built in 1944
No	10	8581-015-004	0.63	C-R	Mixed-use	13	0	0	13	Car Dealer with a small existing structure built in 1976 with a floor area ratio of 0.0058 and land improvement ratio of 0.22, and a large portion of the lot appears to be used to store cars.
No	11F	8581-015-043	0.64	C-R	Mixed-use	13	0	0	13	Vacant
No	11F	8581-015-011	0.14	C-R	Mixed-use	3	0	0	3	Vacant
No	12	8103-023-025	0.69	R-3	Medium-Density Residential	0	8	0	8	1 existing older residential building built in 1946 with 1 unit with a land improvement value ratio of 0.65 (Net New Units have

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
										been accounted for in total units).
No	13	8103-023-060	0.69	R-3	Medium-Density Residential	0	7	0	7	2 existing older units built in 1952 with a land improvement value ratio of 0.3 (Net New Units have been accounted for in total units).
No	14	8104-024-015	0.77	R-3	Medium-Density Residential	0	5	0	5	5 existing older smaller units built in 1935 with a land improvement value ratio of 0.77 (Net New Units have been accounted for in total units).
No	15	8104-024-014	0.87	R-3	Medium-Density Residential	0	5	0	5	6 existing older smaller units built in 1958 with a land improvement value ratio of 0.87 (Net New Units have been accounted for in total units).
No	16	8104-024-013	0.55	R-3	Medium-Density Residential	0	2	0	2	5 existing older smaller units built in 1948 with a land improvement value ratio of 0.53 (Net New Units have been accounted for in total units).
No	17	8119-006-033	0.54	R-3	Medium-Density Residential	0	3	0	3	4 existing older smaller units built in 1956 with a land improvement value ratio of 0.94 (Net New Units have been accounted for in total units).
PLANNED, APPROVED, AND PROSPECTIVE PROJECTS										
Yes	21	8118-022-096	3.54	C-R	Mixed-use	12	0	28	40	Pending Project; Horizons Townhomes (See Section 4.1 for details)
No	22G	5281-002-005	0.33	C-R	Mixed-use	4	0	69	73	Pending Project; 2727 Rosemead Blvd (See Section 4.2 for details)
No	22G	5281-002-009	0.033	C-R	Mixed-use	0	0	0	See above	See above
No	22G	5281-002-006	0.33	C-R	Mixed-use	0	0	0	See above	See above
No	22G	5281-002-010	0.2	C-R	Mixed-use	0	0	0	See above	See above
No	22G	5281-002-018	0.47	C-R	Mixed-use	0	0	0	See above	See above

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
No	22G	5281-002-011	0.37	C-R	Mixed-use	0	0	0	See above	See above
No	23H	8102-029-025	0.86	C-R	Medium-Density Residential	8	0	61	69	Pending Project; 2610-2634 Chico Ave and 2607-2637 Humbert Ave (See Section 4.3 for details)
No	23H	8102-029-007	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	23H	8102-029-006	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	23H	8102-029-005	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	23H	8102-029-026	0.87	R-3	Medium-Density Residential	0	0	0	See above	See above
No	23H	8102-029-018	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	23H	8102-029-019	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	23H	8102-029-020	0.43	R-3	Medium-Density Residential	0	0	0	See above	See above
No	24I	8581-038-002	0.15	R-3	Mixed-use	0	0	0	See above	See above
No	24I	8581-038-025	0.13	C-R	Mixed-use	0	0	6	6	Pending Project; North Adelia Ave (See Section 4.3 for details)
No	25J	8102-037-024	9.55	SP	Specific Plan	20	0	187	207	Pending Project; 2540 Rosemead Blvd (See Section 4.3 for details)
No	25J	8102-037-022	2.49	SP	Specific Plan	0	0	0	See above	See above

Table 15. Sites Inventory Table (Existing Capacity)

Included in Previous Cycle(s)	Site ID*	APN19	Acres	Zoning Designation	General Plan Designation	Lower-Income Units	Moderate-Income Units	Above Mod-Income Units	Total Units	Site Description
No	25J	8102-037-020	1.15	SP	Specific Plan	0	0	0	See above	See above

*Note: Generally, a site is a parcel or a group of parcels that can accommodate a portion of the jurisdictions RHNA. Sites may be made up of multi-parcels with the potential for lot consolidation. All multi-parcel sites are denoted by a number and letter in their Site ID. All parcels belonging to one site, will have the same Site ID listed in this table.

Appendix F: Community Engagement Summary

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1. Introduction

The City conducted a robust public outreach program that engaged a broad spectrum of the community and stakeholders. The City is committed to continuing meaningful engagement throughout the entirety of the 6th housing element cycle. The City is aware of the need for certain emphasis to make engagement practices more accessible to the lower-income households and populations with a disability. South El Monte is committed to developing specific strategies to reach out to these populations as demonstrated in **Programs 15 and 17** of the Housing Element which commit the City to better connecting residents to resources related to housing. Stay-at-home orders of 2020 and 2021 provided the City with opportunities to explore new avenues for public engagement and increased access for those that are traditionally not involved in the planning process. Outreach and formal engagement activities were held virtually across a variety of platforms. Data and input collected from the outreach process were heavily factored into the development of the Housing Element as well as the resulting implementation actions. The following outreach activities were conducted to engage stakeholders and inform the development of the Housing Element:

2. Online Survey

The online survey engaged 22 participants to better inform local housing needs and concerns. The survey was posted on the City's website and social media platforms, such as on the City's Facebook page, advertised in the City's newspaper, and emailed to the City's interested parties list. The survey was also advertised through a bilingual (Spanish and English) flyer, emailed directly to key stakeholders, and during the virtual community meeting held in June. The survey was available for community members who wished to participate during the months of June and July 2021. The survey was available in both English and Spanish. The virtual format of this engagement strategy is not only more accessible to the mobility impaired since it could be taken from home, but it is also convenient for low-income families who may work late jobs or manual labor and would prefer to be with family and resting at home rather than attending an inconvenient in-person community workshop. Furthermore, the online format allows for the use of external software programs which can make written text more accessible to individuals experiencing disabilities such as vision impairment by increasing the text size or running a program that reads aloud the text from the screen. Many of the survey participants are current residents who own single-family residences and have chosen to live in the City because it is close to family and friends, they were born and raised here, and because of affordability.

- The majority of survey participants identified the housing most needed in the City were single family homes, followed by condominiums and accessory dwelling units.
- There were a wide range of responses regarding the most urgent housing concerns in the City; however, the main issues identified were housing affordability and availability, overcrowding, and homeownership.
- When participants were asked how the City should plan for 577 additional dwelling units, most participants selected "allowing more housing in single-family neighborhoods," followed by increasing opportunities for backyard units such as Granny flats or accessory dwelling units.

3. Stakeholder Interviews

An extensive list of stakeholders, as identified by the City, and all interested parties were individually called to participate in one-on-one stakeholder interviews pertaining to housing and development within the City of South El Monte. Stakeholders who participated included social service and emergency resource organizations such as San Gabriel/Pomona Regional Center and El Monte/South El Monte Emergency Resources Association; the City's Senior Services Center; other non-profits including, food pantries such as Cory's Kitchen Food Pantry, God Provides Food Bank, and Woman, Infants, and Children; homeless and transitional living shelters such as East San Gabriel Valley Coalition for the Homeless and Whittier Area First Day Coalition (WAFDC). Many of these stakeholders provide services and work closely with lower-income households and residents with special needs. Their comments as they relate to the state and development of housing in the City are as follows:

- Stakeholders highlighted the need for more affordable housing and multi-family units, development of senior communities near resources and available at affordable rates, and the lack of housing availability.
- Stakeholders noted the lack of housing coupled with a high population of low-income residents prevents their residents from purchasing a home in the City. There was also consensus among stakeholders that there are not enough senior communities in the City. And they would like to see more affordable senior residences developed with "wrap-around" services such as social and nutritional programs.
- When stakeholders were asked to provide feedback for accommodating additional housing units, many agreed increasing densities in existing neighborhoods and areas already planned for housing was a good strategy—specifically, in areas with existing resources. Stakeholders have conflicting opinions regarding increasing housing opportunities along commercial corridors and for backyard units. Although some stakeholders noted they would like to see mixed-use buildings with ground floor commercial uses in the City, others were concerned with their impact on traffic. One stakeholder referenced a housing development in Baldwin Park as an example, which has increased traffic along Ramona Avenue. Some stakeholders agreed backyard units may benefit the senior population; however, they noted it would not address the density of housing that is needed in the City.

4. Virtual Public Workshop

A virtual community meeting was held on June 29, 2021 and allowed interested parties to be engaged in a more formal setting where they learned about the planning process, the components of the Housing Element, and the importance of their role in the development of the plan. Bilingual (English/Spanish) services were provided during the virtual public workshops to engage a broad spectrum of community members. The workshop was held during a weekday evening, outside of traditional working hours, and streamed live via Zoom to facilitate participation. Prompting questions led to meaningful feedback from the community to gauge their priorities and identify areas where they would like to see future growth accommodated. This workshop was promoted on multiple channels including the City's website and social media platforms. Some of the participants present included residents, property owners and employees. During the workshop, participants highlighted housing affordability, availability, and quality as the most

urgent housing needs in the City. When asked about the housing most needed in the City, there was consensus among participants who wanted to see single-family residences. Other participants also noted the need for apartments and duplexes. Participants were also asked to provide feedback for accommodating additional housing units. Participants identified increasing density in existing neighborhoods as the best strategy.

5. Planning Commission and City Council Joint Session Public Meeting

A Joint Planning Commission and City Council Session occurred on April 20, 2021. Council and Commission members were presented the findings of the background analysis of the Housing Element in a formal setting open to the public. They were also presented the local housing needs, and the City's fair share of needed housing during the 6th Cycle Housing Period and discussed lack of affordability in the City as a major constraint, and possible options for an adequate-sites program to identify sites that can be developed within the planning period.

6. Planning Commission Public Meeting

A Planning Commission Session occurred on July 20, 2021. Planning Commission members were provided with an overview of the Housing Element, including its purpose and required components, and outreach efforts to date as well as upcoming events. The Planning Commission was also provided with the goals, policies, and potential programs. During the discussion, Commission members highlighted the need to assist lower-income households in achieving homeownership, including broader homeownership options, such as condominiums and duplexes in addition to single-family homes. Commission members also expressed an interest in developing strategies for boosting the City's competitiveness in housing related funding applications and grant programs. The Planning Commission members also highlighted the need for extensive outreach and continued inclusion of Spanish materials and presentations as well as consideration for other language needs in the City.

The outreach conducted for the update to the Housing Element, engaged a broad range of community members and stakeholders alike. The City cast a wide net to gain participation from all segments of South El Monte's interested parties including low-income and special needs groups. The extensive outreach process conducted for this Housing Element update has contributed to a set of meaningful goals, policies, and programs that reflect South El Monte's housing needs and the priorities and needs of all of those in South El Monte, including those with special needs and lower-income populations.

7. Special Event Outreach

The City held a summer concert on August 19, 2021, to provide the community with an opportunity to engage with other community members, elected officials, and City staff. In addition to multiple City departments hosting a booth to share their new programs, educate the community, and receive feedback, the fair welcomed many food and craft vendors as well as a popular band, the Cold Duck. The City advertised the event by promoting it on their website, in local newspapers, and through social media avenues. All residents were welcomed to participate in this event and accommodations were generally available for those who needed them. The City's Planning Department setup a booth to provide the community with information about the Housing Element and Environmental Justice and Safety Element

updates. This booth and other City booths enticed residents to participate by offering gift cards, promotional gear, and entries into raffles as rewards. Informational and interactive poster boards asked the community to identify areas where the City has greater access to opportunity, specifically related to fair housing, and to prioritize Environmental Justice and Safety issues such as pollution exposure, air quality, access to healthy food, and physical activity. In addition to the interactive activities, the community was asked to participate in a survey. A total of 54 people participated in the survey. The fair housing related issues identified in the survey indicate that the majority of participants do not experience any housing challenges. The second most answered response that the participant was afraid their rent would increase if they made a request for an accommodation for a household member with a disability. About 71 percent of participants are long-term residents therefore when asked if in the past five years they've had to move out of their residence when they did not want to move, many responded the question was not applicable to them. Approximately 12 percent of participants indicated rent become unaffordable or homeownership became unaffordable.

8. Public Comments

The Housing Element 6th Cycle Public Review Draft was posted to the City's website on August 11th, 2021 and ended on September 13, 2021. In addition to posting the document to the City's website, the draft was also advertised on City social media platforms and during the special event summer concert on August 19th, 2021. Only one public comment was received from a City resident who provided input on affordable housing and expressed concerned with increased vehicle numbers in residential areas and vehicle speeding—relevant comments to the Housing Element Update are provided in **Table 1, Public Comment Summary**, below. Frequent comments received during the public engagement period through online surveys, community workshops, and stakeholder interviews indicate City residents and stakeholders are concerned about the availability of senior housing, lack of affordable housing and a need for multi-family housing. These comments were incorporated and addressed through programs in the Housing Element, specifically, programs 2, 3, 6, 9, 10, 26, and 28. The City is also committed to continuing to engage the public throughout the planning period and work with the public, developers, and relevant agencies, and organizations to foster citywide discussions on housing supply, affordability, and Fair Housing.

Table 1. Public Comment Summary	
Comment	Response
Affordable housing is necessary in this city and throughout the county/country. Single Homes are fantastic, the conversion of garages for living is also fantastic and practical, but the parking of vehicles can be limited. Some streets are beginning to look like parking lots.	The City implements parking requirements and standards for Accessory Dwelling Units and allows for the conversion of garages to ADUs consistent with state law. Program 5 the Housing Element addresses updates regarding the ADU regulations and an incentive for affordable ADUs.
Are the new housing complexes equipped with plenty of residential parking areas. Are parking garages being considered?	The City is responsible for identifying capacity to accommodate new development and removing governmental constraints to development. Through Program 3 , the City will evaluate and amend the residential parking standards for multi-family residential uses in all zones where multi-family uses are permitted. The City will make

	any necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing.
Are these new housing complexes equipped with mini playgrounds for the kids?	Open Space requirements for multi-family development have been identified as a constraint and are addressed though Program 3 . However, the City will be looking for more creative solutions to address recreational needs in manner that doesn't impose development constraints.
California is in a drought, is the city taking this into consideration with more residents, more water use?	The City considered infrastructure capacity including water supply and demand during the 2021 – 2029 planning period and beyond. The water purveyor has identified adequate water supply to meet the demands through the 2040-planning horizon which considers projected population growth. Further, Program 27 of the Housing Element commits the City to coordination with local water providers to ensure priority service for affordable housing developments.

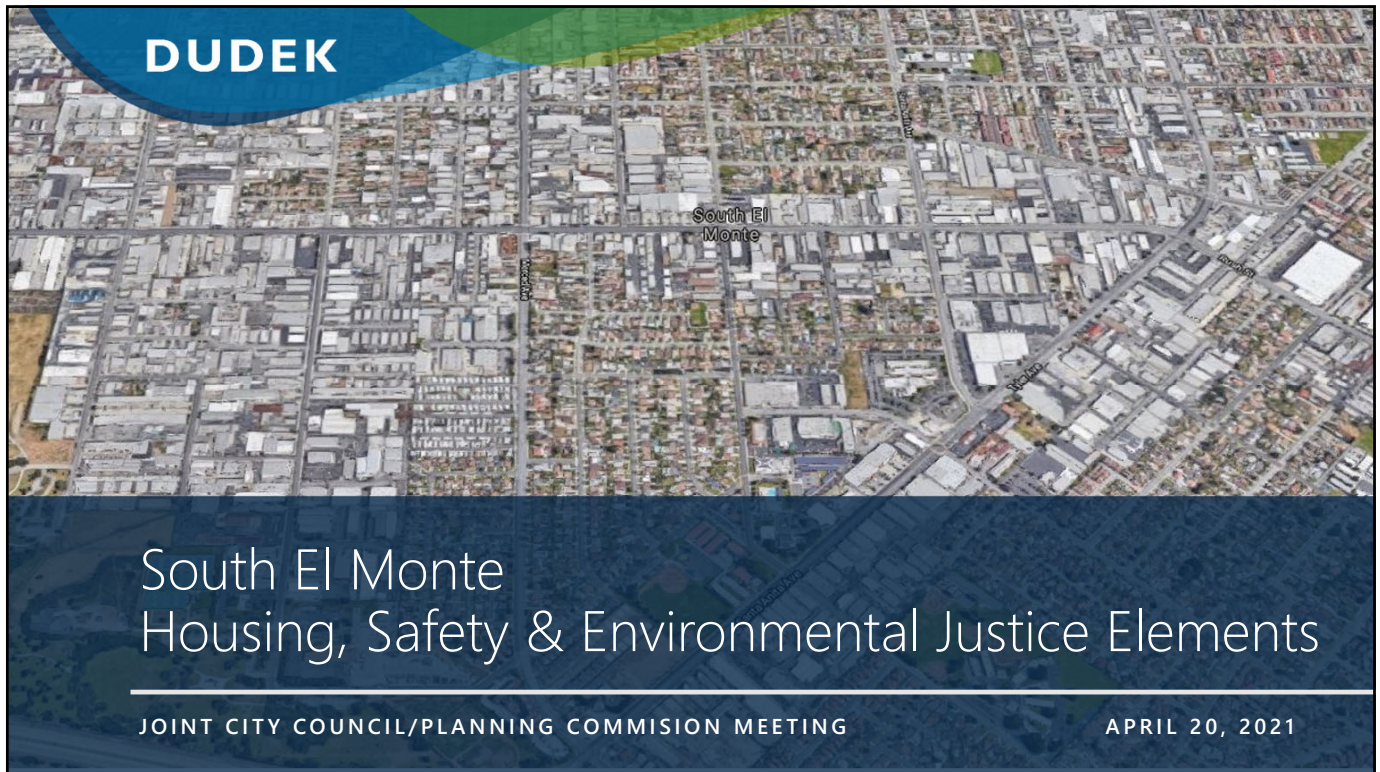
9. Presentation Materials

The following sections provides an overview and copy of the presentation materials used during the Planning Commission and City Council Joint Session, Planning Commission Public Meeting, Virtual Public Workshop, and results from the online survey.

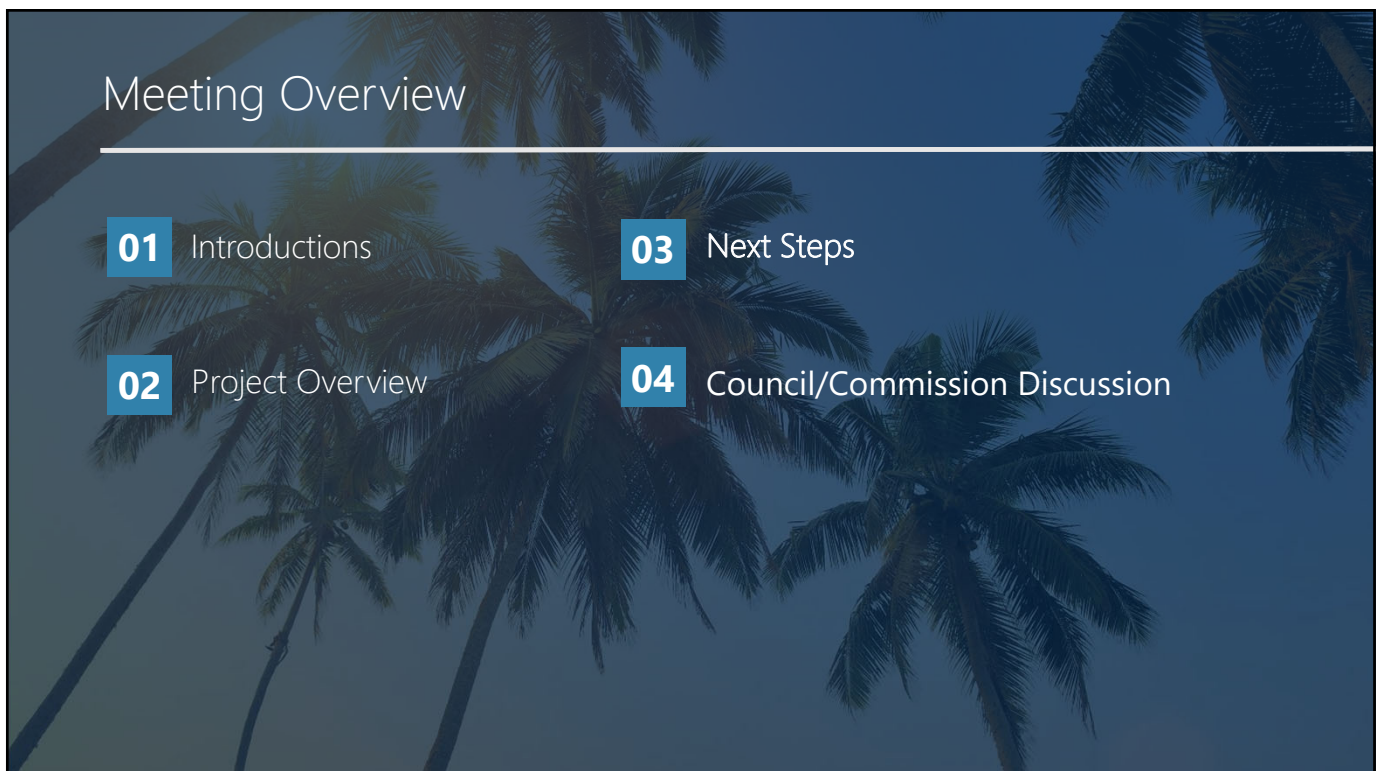
9.1 Planning Commission and City Council Joint Session

The first Joint Planning Commission and City Council Session occurred on April 20, 2021. A copy of the PowerPoint used for the presentation is provided below [Exhibit A]. The PowerPoint provided a detailed description regarding what a Safety, Environmental Justice, and Housing Element entail, as well as a brief overview of how the City is assigned their Regional Housing Needs Assessment allocation.

Exhibit A



1



2

01

Introductions

3

Meet the Team



COLBY CATALDI
Community
Development Director

IAN MCALEESE
City Project Manager

DUDEK

ASHA BLEIER
Project Manager

ERIKA VAN SICKEL
Lead Planner

HENRY ECKOLD
Planner

4

4

02

Project Overview

5

What is a SAFETY ELEMENT?

A set of goals, policies, and actions that address both natural and human caused hazards related to air pollution, extreme heat, flooding, earthquakes, hazardous materials, wildfires, and the potential role of climate change.



6

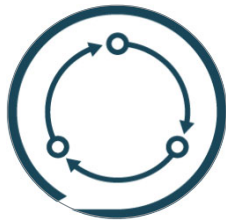
6

What is the purpose of the Safety Element?



Mitigation

- Reducing or stabilizing the hazard



Preparedness

- Readiness in the event of an emergency



Response

- Stabilizing an emergency event



Recovery

- Steps to build back better after an event



7

What are South El Monte's Risks?

Potential Impact	High		Extreme Heat	
	Medium		Hazardous Materials	Air Pollution
	Low	Flooding	Wildfire Seismic Hazards	
		High	Medium	Low
		Adaptive Capacity		

8

What is the ENVIRONMENTAL JUSTICE ELEMENT?

What is Environmental Justice?

The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of laws, regulations, and policies.

9

9

What is the ENVIRONMENTAL JUSTICE ELEMENT?

What is the purpose of the Environmental Justice plan?



Improve health, air quality, food choices, parks, safety, streets, sidewalks in environmental justice communities (EJCs)



Promote getting involved in your local government so you can affect change for **your neighborhood**.



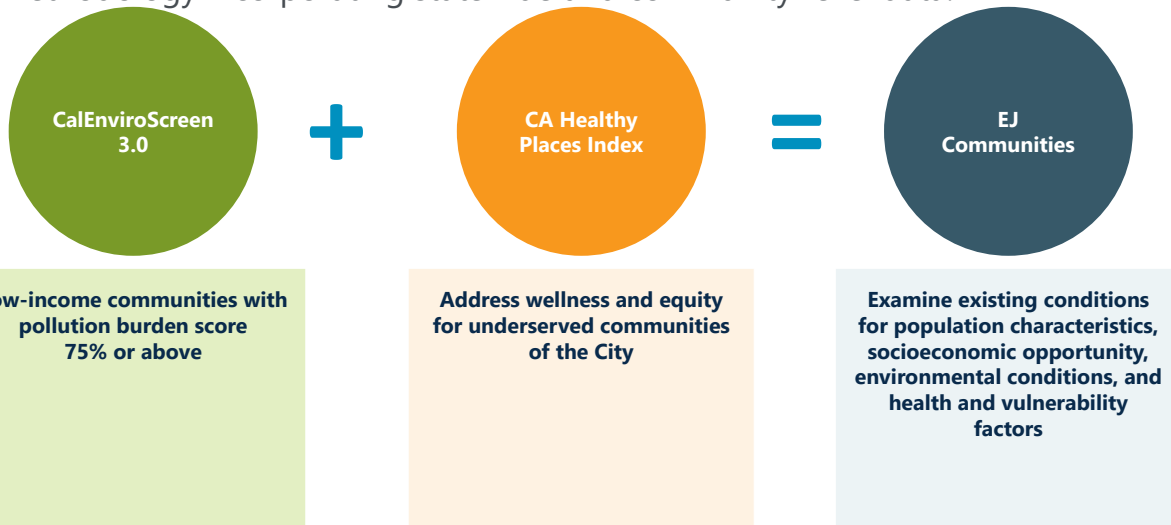
Making improvements happen through programs.

10

10

Identifying Environmental Justice

Within the City's jurisdiction, EJs are identified through a customized methodology incorporating statewide and community-level data:



11

11

What is a HOUSING ELEMENT?

A set of goals, policies, and actions that address the housing needs of all current and anticipated residents at all income levels over eight-years (2021-2029)



12

12

What is the purpose of the Housing Element?

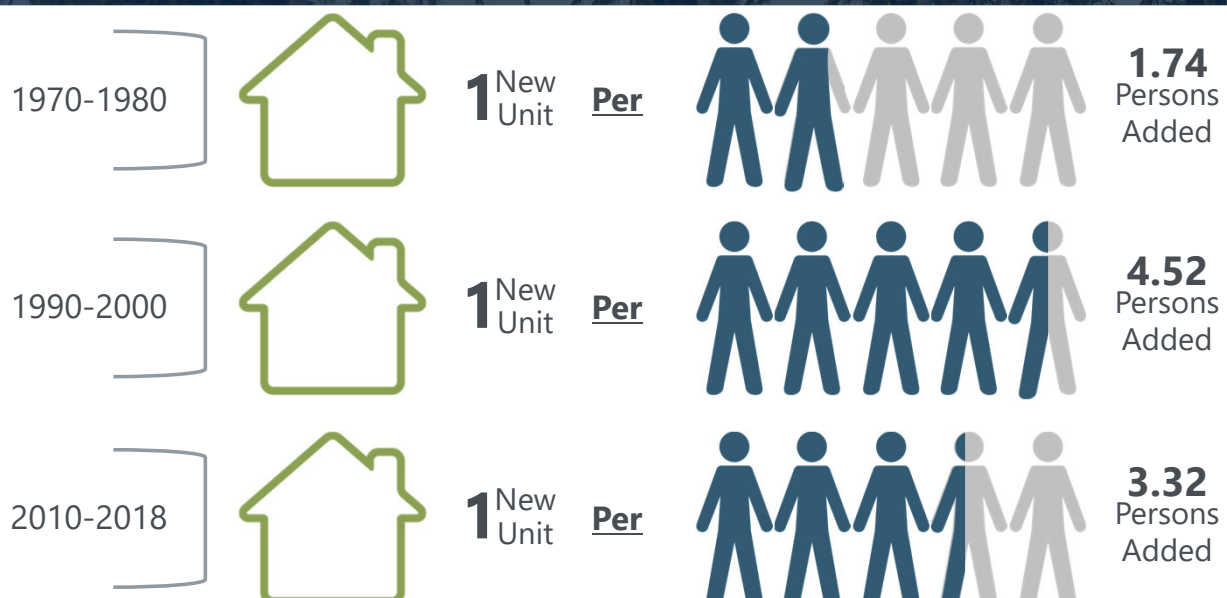
- Identify housing needs
- Identify barriers to housing production
- Analyze and further Fair Housing
- Identify sites available for housing
- Identify programs and actions to meet the needs
- Facilitate housing production on sites identified



13

13

What does the data show?



14

14

What does the data show?



Overcrowding

- Within Households



Changing Population

- Changing Needs
- Older adults



Affordability

- Housing Overpayment



Housing Options

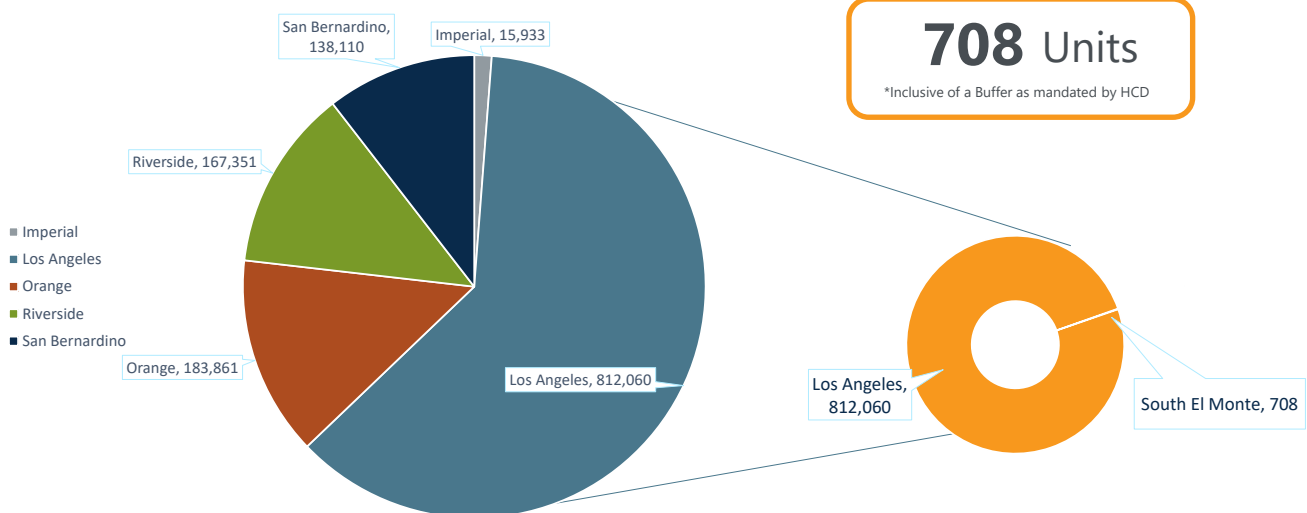
- Housing Supply
- Low Vacancy



15

15

How many housing units does South El Monte have to plan for?



16

16

Addressing the RHNA Allocation

Site Inventory Requirements

- Vacant Sites/Underutilized
- Size Constraints - 0.5 acres – 10 acres
- IL Ratio – Structure Value compared to Land Value
- Building Age – 1970's and older
- Minimum Densities – 30 du/ac for lower-income sites
- Realistic Capacity – must be based either on:
 - Past density trends near max allowable density in zone;
 - Minimum densities

17

17

Tools in the Toolbox



Regulations

By-Right
Processing

Objective Design
Standards

Reduced Parking

Incentives

Bonuses (density
and FAR)

Streamlining

Regulatory Relief

18

18

Council/Commission

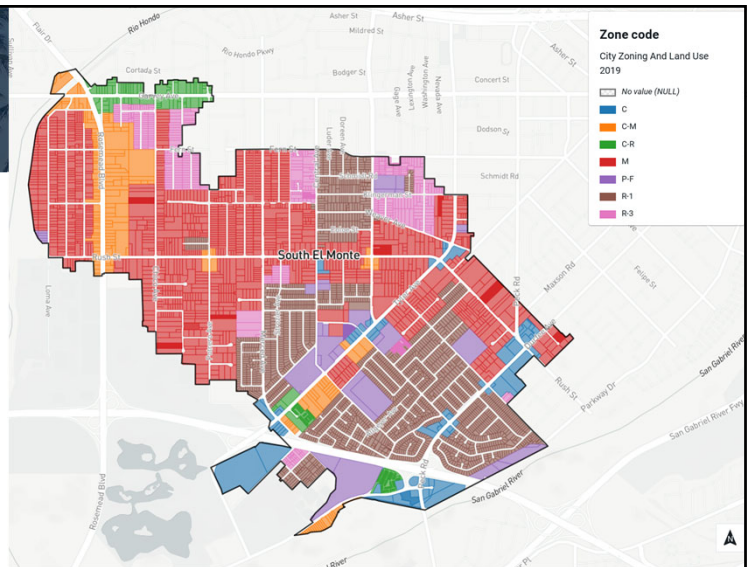
Any questions before we proceed?



19

Where are we today?

- 51% of the City is zoned for Manufacturing/Commercial-Manufacturing
 - M: 773 acres; C-M: 118 acres
- 20% is zoned for Low-Density Residential
 - R-1 (8 du/ac); 347 acres
- 9% is zoned for Medium-Density Residential
 - R-3 (16 du/ac); 162 acres
- 2% is zoned for Mixed-Use
 - C-R (varying densities from 35-100 du/ac); 46 acres



20

20

Where are we today?

Underutilized Sites in each zone

Underutilized Sites Criteria

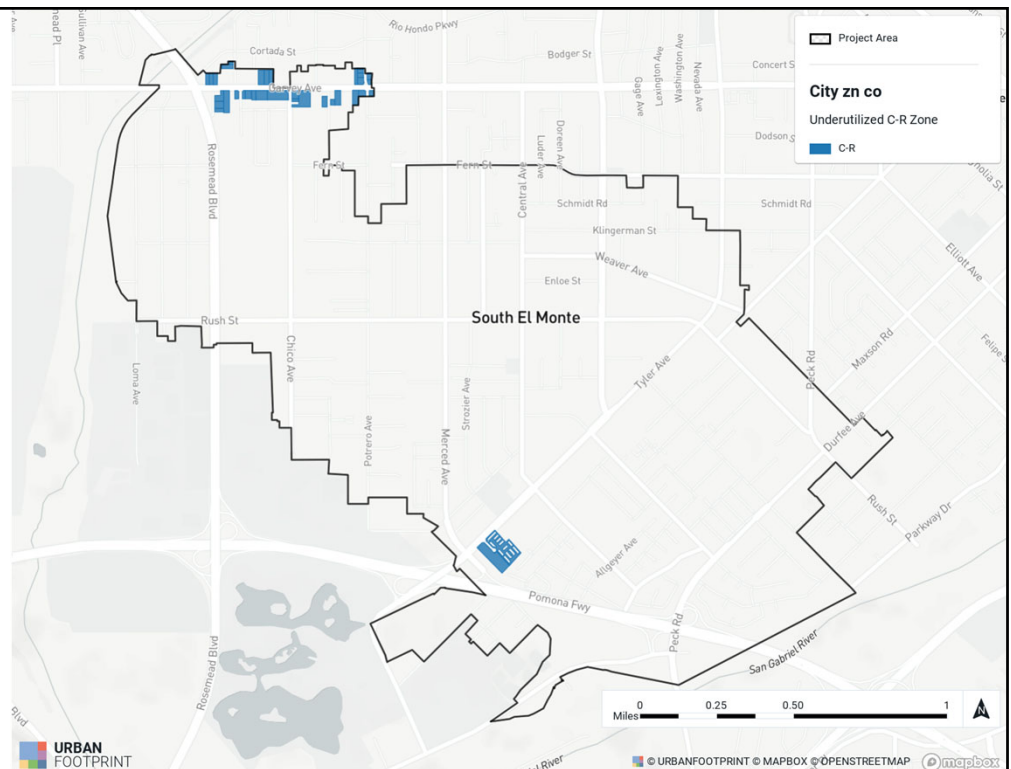
- Building was built prior to 1970
- Improvement to Land Value Ratio is less than 1



21

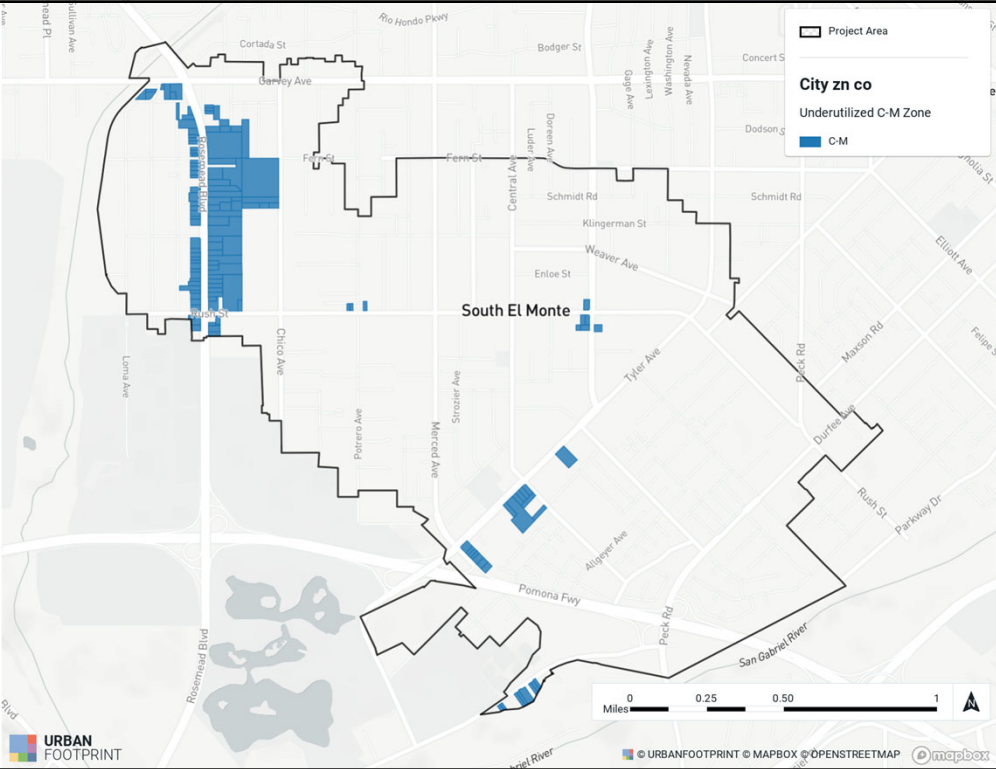
21

Underutilized Sites in the "C-R" Commercial-Residential Zone



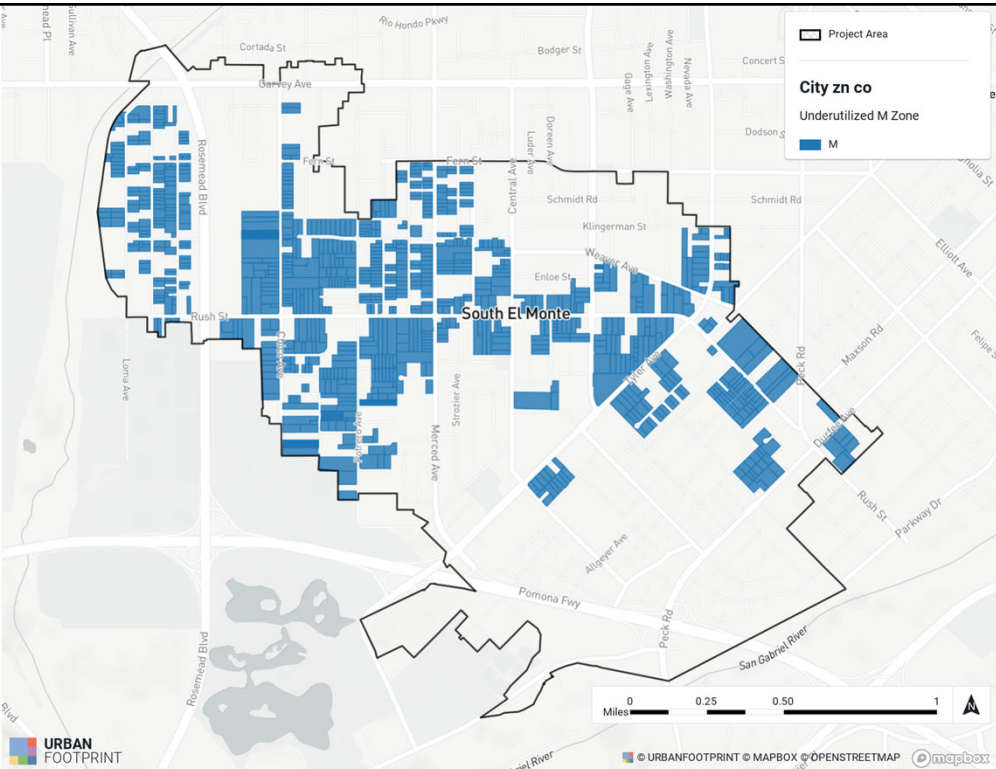
22

Underutilized Sites in the “C-M” Commercial-Manufacturing Zone (134 of 189 sites)



23

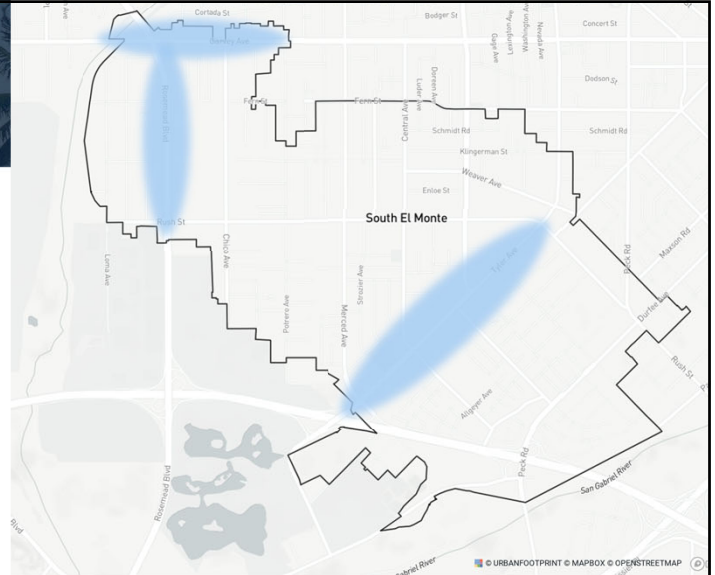
Underutilized Sites in the “M” Manufacturing Zone (925 of 1,441 sites)



24

Where are the opportunities?

- Accessory Dwelling Units
- Potential New Development Opportunity Areas
 - **Increase Residential Opportunities Along Key Corridors**
 - **Increase Residential Zone Densities and Minimums**
- Other ideas?



25

25

Council/Commission

Do you have any thoughts or ideas about how to best accommodate the housing need?



26

03

Next Steps

27

Next Steps

We are here in the process...



COLLECTING
DATA



DEFINING
COMMUNITY
PRIORITIES



CONDUCTING
OUTREACH

28

28

Next Steps



PLAN
PREPARATION



PUBLIC
REVIEW



ADDRESS
COMMENTS



PUBLIC
HEARINGS

29

29

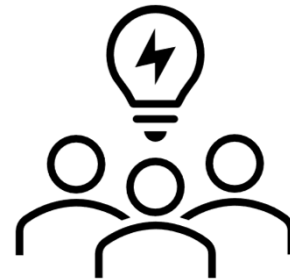
04

Council/Commission Discussion

30

Questions for Council/Commission

What have you heard from the community are the biggest **safety** issues?

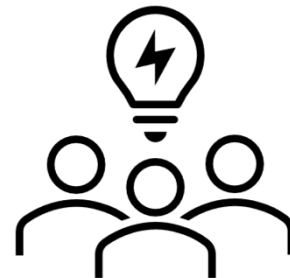


31

31

Questions for Council/Commission

What have you heard from the community are the biggest **housing** needs and priorities?

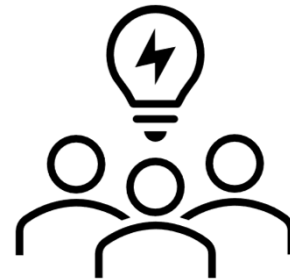


32

32

Questions for Council/Commission

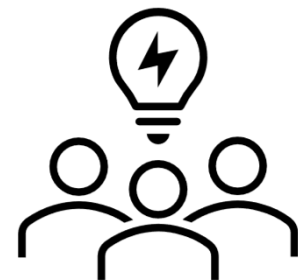
What specific barriers, challenges, or factors do you think adversely affect housing production in South El Monte?



33

33

Any other questions or comments?



34

34

DUDEK

Thank You

35

9.2 Virtual Public Workshop

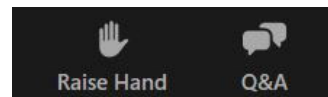
A virtual community meeting was held on June 29, 2021 and allowed interested parties to be engaged in a more formal setting where they learned about the planning process, the components of the Housing Element, and the importance of their role in the development of the plan. Although the presentation below is in English, during the meeting, the information was presented both in English and Spanish [Exhibit B].

Exhibit B

While we are waiting to start...



Let's get familiar with Zoom



Raise your hand if you need to be unmuted

Use the Q&A to ask questions

1

1

An aerial view of South El Monte, California, with a blue and green curved banner at the top left containing the word 'DUDEK'. The text 'South El Monte' is visible in the center of the image. At the bottom, there is a dark blue banner with white text and a city seal.

DUDEK

South El Monte

South El Monte Housing Element Update

Public Meeting

PRESENTED BY THE CITY OF SOUTH EL MONTE

JUNE 29, 2021



2

Project Team



Colby Cataldi

Community Development
Director

Ian McAleese

City Project Manager

Angie Hernandez

Community Development
Executive Assistant

DUDEK

Erika Van Sickle

Lead Planner

Elizabeth Dickson

Project Manager

3

3

Overview

01 Project Overview

03 Next Steps

02 Local Context

04 Discussion

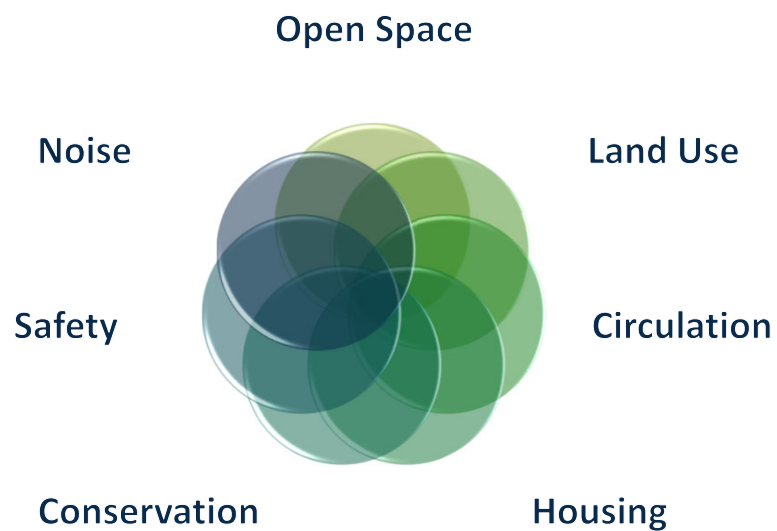
4

01

Project Overview

5

What is the General Plan?



6

6

What is the Housing Element?

A set of goals, policies, and actions that address the housing needs of all current and anticipated residents at all income levels over eight-years (2021-2029)



7

7

What is the purpose of the Housing Element?

Housing Needs

Fair Housing Analysis

Development Barriers

Available Land and Infrastructure

Goals, Policies, and Actions

8

8

02

Local Context

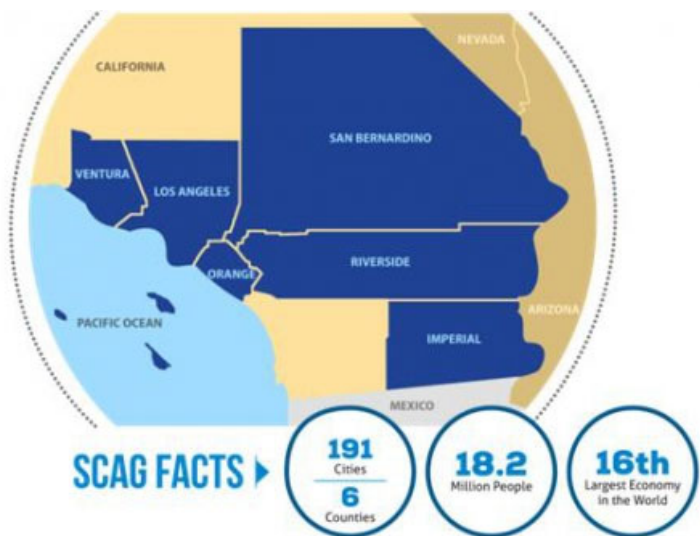
9

How is the housing need determined?



Determination of "fair share" for each region starts with the State

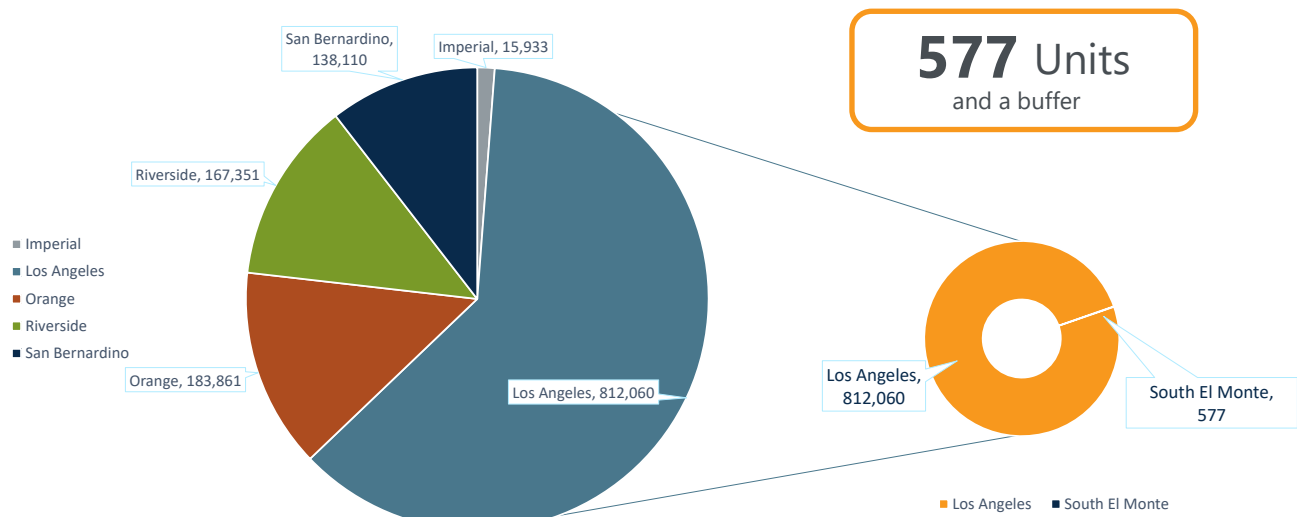
The Southern California Association of Governments (SCAG) determines the allocation within their 6 counties



10

10

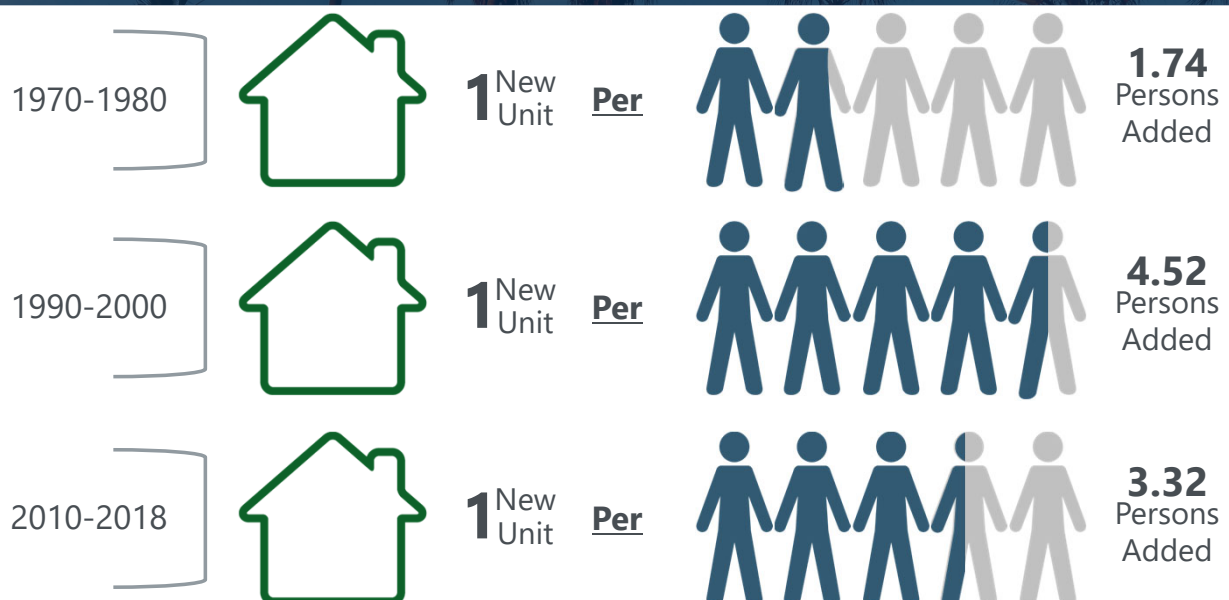
How many housing units does South El Monte have to plan for?



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What does the data show?



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What does the data show?



Overcrowding

- Within Households



Changing Population

- Changing Needs
- Older adults



Affordability

- Housing Overpayment



Housing Options

- Housing Supply
- Low Vacancy



13

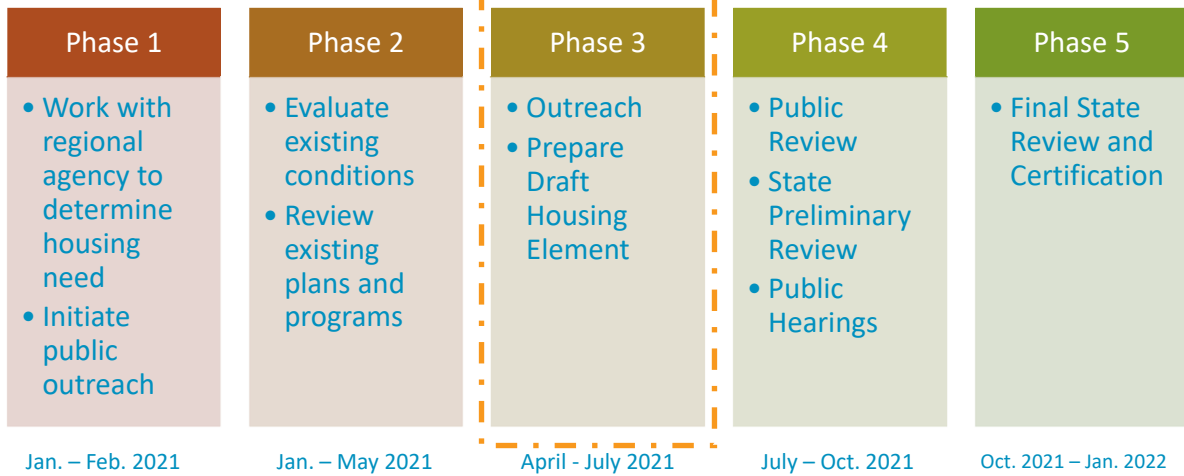
13

03

Next Steps

14

Housing Element Timeline



Ongoing Public Engagement

15

15

04

Discussion

16

Further Questions?

Contact:

Ian McAleese, Assistant Planner
imcaleese@soelmonte.org

Thank You

17

17

9.3 Online Survey Results

The responses and individual results of the online survey are provided below [Exhibit C].

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, June 22, 2021 9:11:13 AM
Last Modified: Tuesday, June 22, 2021 9:14:49 AM
Time Spent: 00:03:35

Page 1

Q1

I am a current resident

What is your interest in housing in South El Monte? Check all that apply.

Q2

10+ years

How long have you lived in South El Monte?

Q3

65+

What is your age range

Q4

Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)

How would you rate the physical condition of the home you live in?

Q5

Affordability,

Why have you chosen to live in South El Monte? Select all that apply.

Other (please specify):
n.a

Q6

Own

Do you own or rent your home?

Q7

I cannot currently find a home that suits my quality standards

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9 Couple (no children in the home)

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Homelessness,
Overcrowding

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Maintenance issues not fixed,
Long-term residents can't stay in community

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 11:42:01 AM
Last Modified: Friday, June 25, 2021 11:50:26 AM
Time Spent: 00:08:25

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **45-64**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

I am a homeowner

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9

Which best describes your household type?

Multi-generational (3 or more generations in the same home)

Q10

What type of housing is most needed in South El Monte?

Single family

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing proximity to services and resources or high paying jobs

,

Housing quality

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Provide retrofitting assistance to make homes more age-friendly

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

I'm not sure/Other (please specify):

Not sure

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 12:38:34 PM
Last Modified: Friday, June 25, 2021 12:41:07 PM
Time Spent: 00:02:32

Page 1

Q1 **I am a current resident,**
I own property in South El Monte
 What is your interest in housing in South El Monte? Check all that apply.

Q2 **2-5 years**
 How long have you lived in South El Monte?

Q3 **25-44**
 What is your age range

Q4 **Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**
 How would you rate the physical condition of the home you live in?

Q5 **Close to family and friends,**
Affordability,
City services and programs,
Close to work
 Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
 Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**
Have home
 If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Living alone

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability,

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing availability,

Homeownership

Q12

Support construction of more retirement communities

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Neighborhood businesses closing

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Increase housing opportunities along commercial corridors

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

Allow more housing in single-family neighborhoods,

Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 3:07:40 PM
Last Modified: Friday, June 25, 2021 3:13:25 PM
Time Spent: 00:05:44

Page 1

Q1 **I am a current resident,**
I own property in South El Monte
 What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**
 How long have you lived in South El Monte?

Q3 **45-64**
 What is your age range

Q4 **Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**
 How would you rate the physical condition of the home you live in?

Q5 **Close to family and friends,**
Affordability
 Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
 Do you own or rent your home?

Q7 **I cannot find a home within my target price range**
 If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**
 Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Accessory Dwelling Units (granny flat or guest house)

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Housing availability,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Provide housing payment assistance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Sudden lease termination,
Eviction

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units),
Increase density (e.g. allow taller buildings with more housing units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 25, 2021 6:58:18 PM
Last Modified: Friday, June 25, 2021 7:07:14 PM
Time Spent: 00:08:56

Page 1

Q1

What is your interest in housing in South El Monte? Check all that apply.

I am a current resident,
I work in South El Monte

Q2

How long have you lived in South El Monte?

10+ years**Q3**

What is your age range

18-24**Q4**

How would you rate the physical condition of the home you live in?

Needs one or more modest rehabilitation improvements
(e.g. new roof, new siding, etc.)

Q5

Why have you chosen to live in South El Monte? Select all that apply.

Born and raised here**Q6**

Do you own or rent your home?

Own**Q7**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Other/Does not apply to me (please specify):
already live in one

Q8

Select the type of housing that best describes your current living situation.

Single family home

Q9 Couple with children in the home

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Housing availability,
Overcrowding

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Locate senior housing where services are within walking distance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Sudden lease termination,
Eviction

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase housing opportunities along commercial corridors
,
Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 26, 2021 10:07:16 AM
Last Modified: Saturday, June 26, 2021 10:10:56 AM
Time Spent: 00:03:39

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here,**
Close to work

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **I cannot find a home within my target price range,**
I currently do not have the financial resources for an adequate monthly mortgage payment

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9

Which best describes your household type?

Multi-generational (3 or more generations in the same home)

Q10

What type of housing is most needed in South El Monte?

Single family

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

**Housing affordability,
Overcrowding,
Gentrification**

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Provide housing payment assistance

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

**Sudden rent increase,
Long-term residents can't stay in community**

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

**Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)**

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 26, 2021 12:48:38 PM
Last Modified: Saturday, June 26, 2021 12:58:26 PM
Time Spent: 00:09:48

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **0-2 years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Close to family and friends**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Live with other household (neither own or rent)**

Do you own or rent your home?

Q7 **I cannot find a home that suits my needs (e.g. size, disability accommodations, etc.)**
 ,
I do not currently have the financial resources for an appropriate down payment
 ,
I cannot currently find a home that suits my quality standards

Q8**Single family home**

Select the type of housing that best describes your current living situation.

Q9**Couple (no children in the home)**

Which best describes your household type?

Q10**Single family**

What type of housing is most needed in South El Monte?

Q11**Housing affordability,**

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Overcrowding,**Housing quality****Q12****Provide retrofitting assistance to make homes more age-friendly**

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13**Eviction,**

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Maintenance issues not fixed,**Long-term residents can't stay in community****Q14****Increase housing opportunities along commercial corridors**

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

,**Allow more housing in single-family neighborhoods**

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 27, 2021 9:30:09 AM
Last Modified: Sunday, June 27, 2021 9:38:29 AM
Time Spent: 00:08:20

Page 1

Q1**I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2**5-10 years**

How long have you lived in South El Monte?

Q3**25-44**

What is your age range

Q4**Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**

How would you rate the physical condition of the home you live in?

Q5

Why have you chosen to live in South El Monte? Select all that apply.

Close to family and friends,**Affordability,****Quality of local schools,****Close to work,**

Other (please specify):

Parks

Q6**Own**

Do you own or rent your home?

Q7**I cannot find a home within my target price range**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Couple with children in the home

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing proximity to services and resources or high paying jobs

Housing quality,

Homeownership

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Connect seniors to creative living scenarios (e.g., shared living spaces)

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Sudden rent increase,

Eviction,

Maintenance issues not fixed

Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

Increase housing opportunities along commercial corridors

Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

Increase density (e.g. allow taller buildings with more housing units)

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 27, 2021 5:27:01 PM
Last Modified: Sunday, June 27, 2021 5:41:09 PM
Time Spent: 00:14:08

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **45-64**

What is your age range

Q4 **Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**
How would you rate the physical condition of the home you live in?

Q5 **Affordability**
Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**
If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.
I own

Q8 **Single family home**
Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10
What type of housing is most needed in South El Monte?

Other (please specify):
None, the last multifamily building did not add enough parking and now they are swamping the street. Leaving their trash and leaving no space to park in the street. NOT ACCEPTABLE!!!

Q11
What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Overcrowding,
Gentrification,
Other/Does not apply to me (please specify):
There is not enough water. There is not enough electricity. Stop growth is there is not enough resources.

Q12
What do you believe is the best way to address the living and housing needs of older adults or seniors?

Other (please specify):
No need, you are only burdening the tax payer which will refuse to want to live in South El Monte.

Q13
Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

I'm not sure/Other (please specify):
This question is too vague. In regards to question 14, the City of South El Monte should not add additional housing. But if they are forced by the county, they eminent domain Lake Lake park and convert it it to a high rise building with multi-use shopping. I choose none for question 14.

Q14
The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

Allow more housing in single-family neighborhoods

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 27, 2021 11:22:38 PM
Last Modified: Sunday, June 27, 2021 11:25:12 PM
Time Spent: 00:02:34

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Close to family and friends**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Rent**

Do you own or rent your home?

Q7 **I do not currently have the financial resources for an appropriate down payment**
I currently do not have the financial resources for an adequate monthly mortgage payment

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Couple with children in the home

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability,

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Housing availability,

Homelessness

Q12

Provide housing payment assistance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Maintenance issues not fixed

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 28, 2021 2:45:48 PM
Last Modified: Monday, June 28, 2021 3:05:03 PM
Time Spent: 00:19:15

Page 1

Q1 **I am a current resident,**
I own property in South El Monte
 What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**
 How long have you lived in South El Monte?

Q3 **45-64**
 What is your age range

Q4 **Needs one or more modest rehabilitation improvements (e.g. new roof, new siding, etc.)**
 How would you rate the physical condition of the home you live in?

Q5 **Close to family and friends**
 Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
 Do you own or rent your home?

Q7 **I cannot find a home within my target price range,**
I currently do not have the financial resources for an adequate monthly mortgage payment
,
I do not qualify for a loan
 If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8

Single family home

Select the type of housing that best describes your current living situation.

Q9

Couple with children in the home

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability,

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Overcrowding,

Housing quality

Q12

Provide housing payment assistance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Neighborhood businesses closing

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Allow more housing in single-family neighborhoods

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 9:15:49 AM
Last Modified: Wednesday, June 30, 2021 9:19:46 AM
Time Spent: 00:03:57

Page 1

Q1

What is your interest in housing in South El Monte? Check all that apply.

I am a current resident,
I work in South El Monte

Q2

How long have you lived in South El Monte?

0-2 years**Q3**

What is your age range

25-44**Q4**

How would you rate the physical condition of the home you live in?

Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)

Q5

Why have you chosen to live in South El Monte? Select all that apply.

Born and raised here,
Close to family and friends

Q6

Do you own or rent your home?

Rent**Q7**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Other/Does not apply to me (please specify):
Will inherit home currently living in.

Q8

Select the type of housing that best describes your current living situation.

Single family home

Q9 Couple with children in the home

Which best describes your household type?

Q10 Accessory Dwelling Units (granny flat or guest house)

What type of housing is most needed in South El Monte?

Q11 Housing quality

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Support construction of more retirement communities

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Neighborhood businesses closing

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase housing opportunities along commercial corridors
,
Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)
,
Increase density (e.g. allow taller buildings with more housing units)

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 11:13:23 AM
Last Modified: Wednesday, June 30, 2021 11:18:08 AM
Time Spent: 00:04:45

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Needs one or more modest rehabilitation improvements (e.g. new roof, new siding, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **I do not currently have the financial resources for an appropriate down payment**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing availability,
Overcrowding,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Maintenance issues not fixed

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 10:06:21 PM
Last Modified: Wednesday, June 30, 2021 10:14:50 PM
Time Spent: 00:08:29

Page 1

Q1**I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2**10+ years**

How long have you lived in South El Monte?

Q3**45-64**

What is your age range

Q4**Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**

How would you rate the physical condition of the home you live in?

Q5

Born and raised here,
Close to family and friends,
Close to work

Why have you chosen to live in South El Monte? Select all that apply.

Q6**Live with other household (neither own or rent)**

Do you own or rent your home?

Q7

I cannot find a home within my target price range,
I do not currently have the financial resources for an appropriate down payment

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8**Accessory dwelling unit (granny flat or guest house)**

Select the type of housing that best describes your current living situation.

Q9

Multi-generational (3 or more generations in the same home)

Which best describes your household type?

Q10

Single family

What type of housing is most needed in South El Monte?

Q11

Housing affordability

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12

Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13

Long-term residents can't stay in community

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14

Increase housing opportunities along commercial corridors

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 30, 2021 10:13:11 PM
Last Modified: Wednesday, June 30, 2021 10:20:41 PM
Time Spent: 00:07:30

Page 1

Q1**I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2**5-10 years**

How long have you lived in South El Monte?

Q3**45-64**

What is your age range

Q4**Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**

How would you rate the physical condition of the home you live in?

Q5**Affordability**

Why have you chosen to live in South El Monte? Select all that apply.

Q6**Rent**

Do you own or rent your home?

Q7**I cannot find a home within my target price range,**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

I do not currently have the financial resources for an appropriate down payment**Q8****Multifamily Home (Apartment or Condo)**

Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Condominiums (multifamily ownership)

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Housing availability,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Offer more rent-restricted, affordable senior housing

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Sudden lease termination

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase housing opportunities along commercial corridors
,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 01, 2021 9:10:09 AM
Last Modified: Thursday, July 01, 2021 9:15:42 AM
Time Spent: 00:05:33

Page 1

Q1 **I am a current resident**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **25-44**

What is your age range

Q4 **Shows signs of minor deferred maintenance (e.g. peeling paint, chipped stucco, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Does not apply to me

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9 Couple with children in the home

Which best describes your household type?

Q10 Single family

What type of housing is most needed in South El Monte?

Q11 Housing affordability,
Homelessness,
Housing quality

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Locate senior housing where services are within walking distance

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase,
Maintenance issues not fixed,
Long-term residents can't stay in community

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Allow more housing in single-family neighborhoods,
Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 01, 2021 11:26:37 AM
Last Modified: Thursday, July 01, 2021 11:31:10 AM
Time Spent: 00:04:33

Page 1

Q1 **I am a current resident,**
I own property in South El Monte
 What is your interest in housing in South El Monte? Check all that apply.

Q2 **2-5 years**
 How long have you lived in South El Monte?

Q3 **25-44**
 What is your age range

Q4 **Excellent condition**
 How would you rate the physical condition of the home you live in?

Q5 **Quality of housing,**
Close to work
 Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**
 Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**
Does not apply to me
 If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**
 Select the type of housing that best describes your current living situation.

Q9 Couple (no children in the home)

Which best describes your household type?

Q10 Condominiums (multifamily ownership)

What type of housing is most needed in South El Monte?

Q11 Overcrowding,
Homeownership

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

Q12 Connect seniors to creative living scenarios (e.g., shared living spaces)

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Q13 Sudden rent increase

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

Q14 Increase opportunities for backyard units (i.e. Granny flats or Accessory Dwelling Units)
,
Increase density (e.g. allow taller buildings with more housing units)

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 08, 2021 11:00:55 AM
Last Modified: Thursday, July 08, 2021 11:05:00 AM
Time Spent: 00:04:05

Page 1

Q1 **I own property in South El Monte**

What is your interest in housing in South El Monte? Check all that apply.

Q2 **10+ years**

How long have you lived in South El Monte?

Q3 **45-64**

What is your age range

Q4 **Needs one or more major upgrade (e.g. new foundation, new plumbing, new electrical, etc.)**

How would you rate the physical condition of the home you live in?

Q5 **Born and raised here**

Why have you chosen to live in South El Monte? Select all that apply.

Q6 **Own**

Do you own or rent your home?

Q7 **Other/Does not apply to me (please specify):**
N/a

If you wish to own a home in South El Monte, but do not, what issues are preventing you at this time? Mark all that apply.

Q8 **Single family home**

Select the type of housing that best describes your current living situation.

Q9

Which best describes your household type?

Multi-generational (3 or more generations in the same home)

Q10

What type of housing is most needed in South El Monte?

Single family

Q11

What do you believe are the most urgent housing concern in South El Monte (select up to 3)?

**Housing affordability,
Housing availability,
Overcrowding**

Q12

What do you believe is the best way to address the living and housing needs of older adults or seniors?

Provide retrofitting assistance to make homes more age-friendly

Q13

Sometimes changes in living conditions or a neighborhood may threaten to displace people from their home. Which is the most pressing displacement concern (select up to 3)?

**Long-term residents can't stay in community,
Neighborhood businesses closing,
I'm not sure/Other (please specify):
Too much industrial businesses**

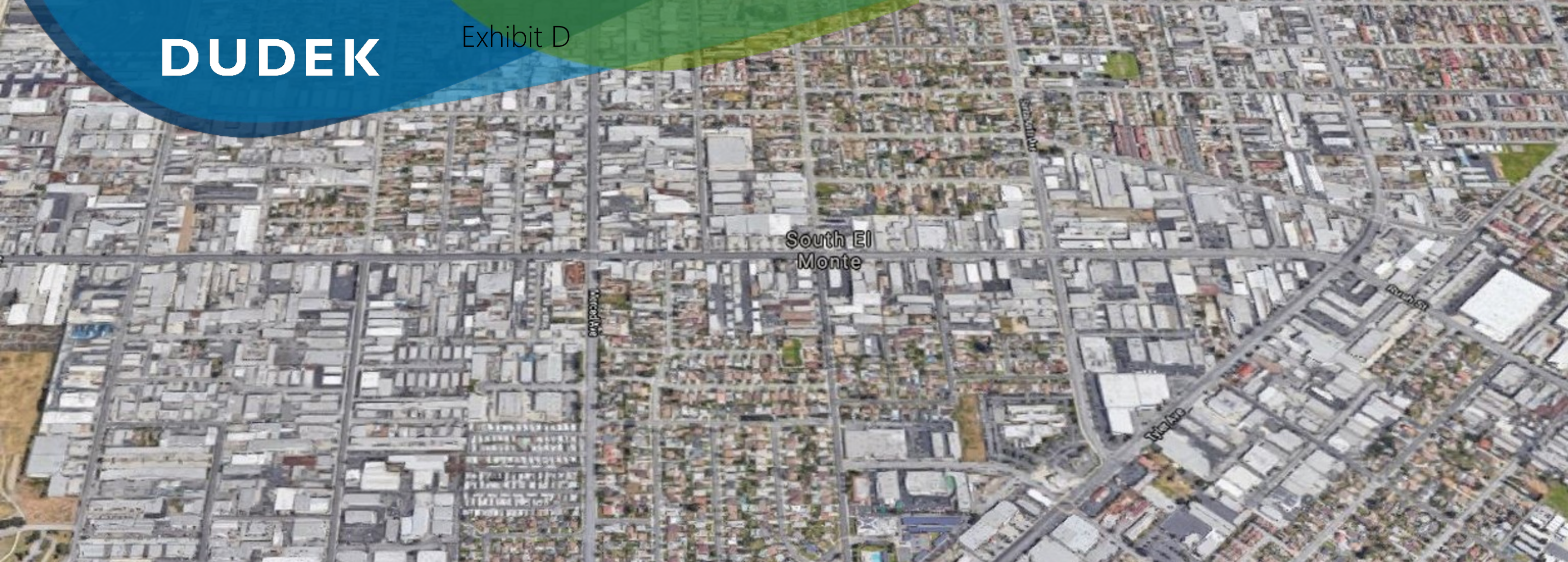
Q14

The City of South El Monte is required to plan for 577 additional housing units. What do you think is the best strategy for accommodating these homes? Mark all that apply.

**Increase housing opportunities along commercial corridors
,
Allow more housing in single-family neighborhoods,
Increase density (e.g. allow taller buildings with more housing units)**

9.4 Planning Commission Public Meeting

The Planning Commission Public Meeting occurred on July 20, 2021. A copy of the PowerPoint used for the presentation is provided below [Exhibit D]. The PowerPoint provided an overview of the Housing Element's components including a detailed description of the goals, policies, and potential programs.



South El Monte Housing Element

PLANNING COMMISSION MEETING

JULY 20, 2021

South El Monte Community Engagement Summary

Meeting Overview

01 Introductions

02 Project Review

03 Review of Goals & Policies

04 Next Steps

05 Planning Commission Discussion

01

Introductions

Meet the Team



COLBY CATALDI

Community
Development Director

IAN MCALEESE

City Project Manger

DUDEK

ERIKA VAN SICKEL

Lead Planner

ELIZABETH DICKSON

Housing Planner



Project Review

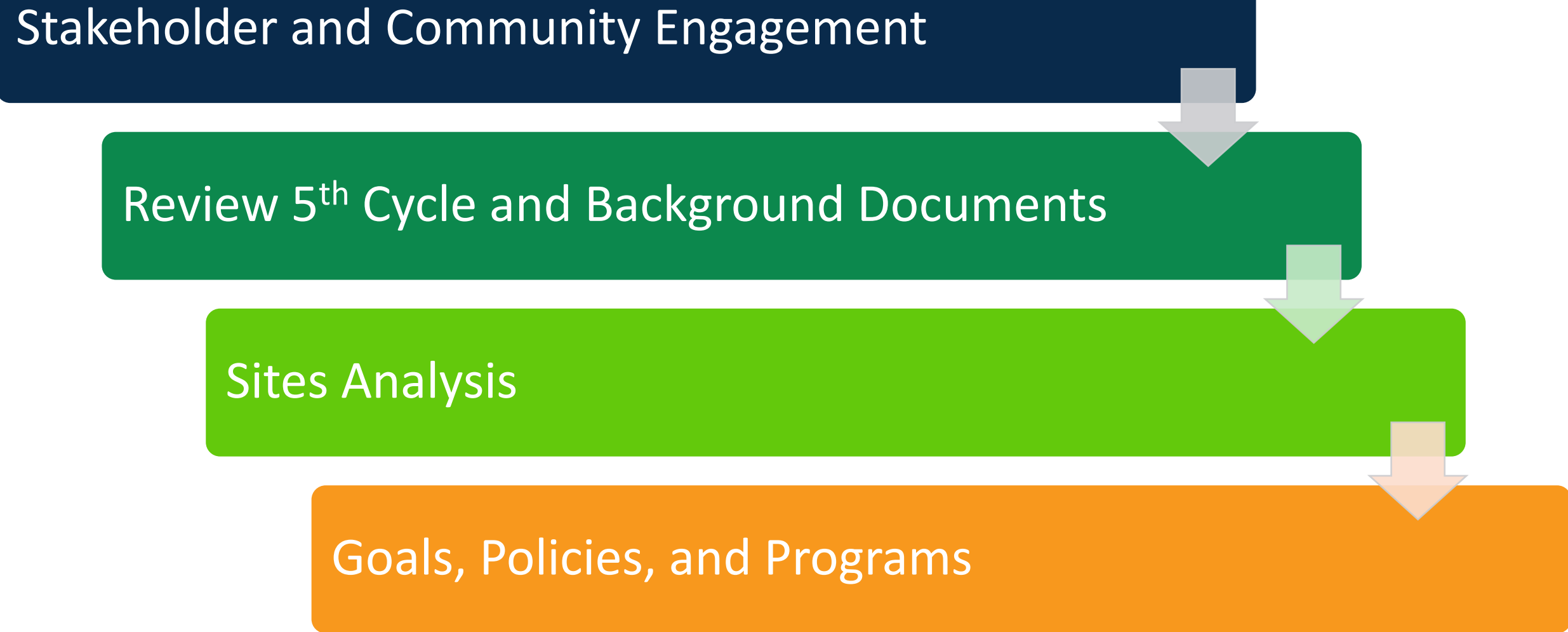
Housing Element

A comprehensive strategy
to achieving the City's
housing needs



Housing Element

Stakeholder and Community Engagement



```
graph TD; A[Stakeholder and Community Engagement] --> B[Review 5th Cycle and Background Documents]; B --> C[Sites Analysis]; C --> D[Goals, Policies, and Programs];
```

Review 5th Cycle and Background Documents

Sites Analysis

Goals, Policies, and Programs

Goals

- Values and direction

Policies

- Statements that guide decision-making to implement the goals and overarching vision

Objectives

- Specified conditions that are measurable steps toward achieving goals

Programs

- Procedures, programs, or techniques that carry out the policies

03

Review of Goals and Policies

Goals & Policy Examples



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

Policy: Provide adequate sites to facilitate the development of a diverse range of housing that fulfills its regional housing needs, including low-, moderate- and higher-density single-family attached/detached units and multiple-family units.

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

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

Goals & Policy Examples



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

Policy: Promote the rehabilitation of substandard and deteriorated housing and pursue additional funds for currently unfunded rehabilitation program.

Policy: Increase home ownership rates and stabilize neighborhoods by encouraging low- and moderate-income households to become first-time home buyers.

Policy: Alleviate overcrowding by permitting owners to add bedrooms, bath, and additional living areas and encouraging development of ADU's.

Goals & Policy Examples



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

Policy: Facilitate the orderly transition of residential uses in appropriate areas near industrial uses.

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

Policy: Encourage development of higher density housing in close proximity to public transportation, services, employment, recreation, and other resources and amenities.

Goals & Policy Examples

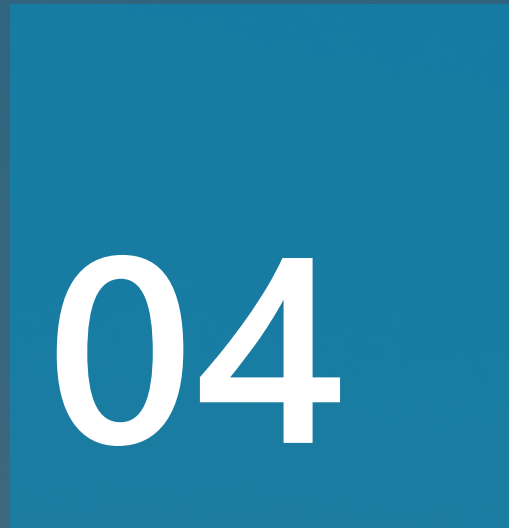


Goal 4: Equal opportunities for all residents to reside in the housing of their choice.

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

Policy: Implement practices that prevent displacement and discrimination through enforcement of existing requirements.

Policy: Connect residents and developers to information related to programs that provide housing support and guidance on Fair Housing resources.



Next Steps

Housing Element

Complete Draft Housing Element

HCD Submittal and Public Review

Address Comments & Finalize Housing Element

Housing Element Adoption

HCD Certification

05

Planning Commission Discussion

Recap of Goals

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

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

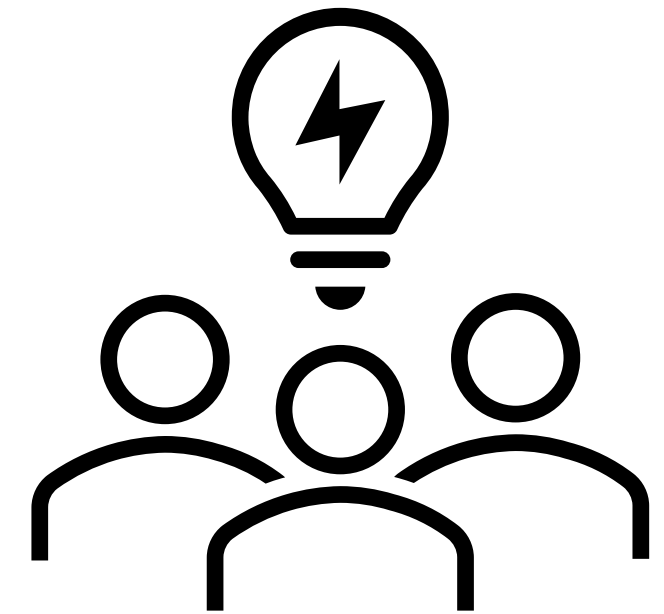
Goal 3: Compatible land uses that meet the needs of residents, employers and employees.

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



Are there any specific programs that you are not willing to explore over the next 8-years?

Are there other types of programs that you would like to explore over the next 8-years?

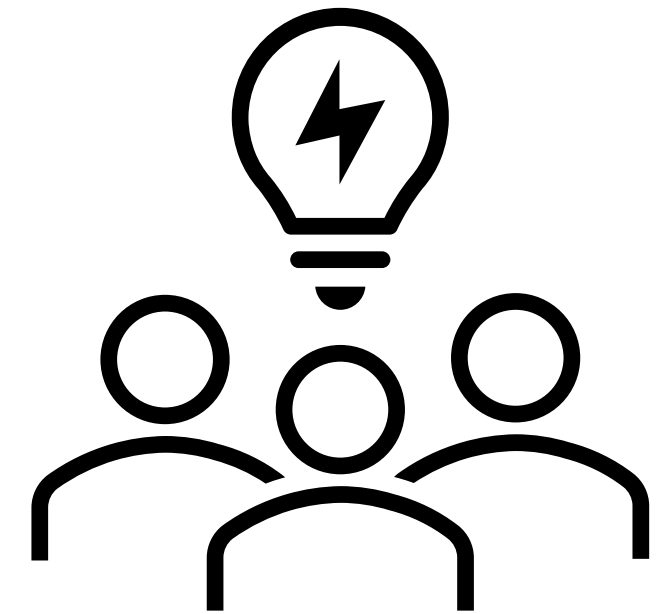


What is the key housing concern that you have for South El Monte?

Has this concern been discussed or mentioned tonight?

Of the goals and policies discussed, what speaks to you the most?

What do you see as the biggest housing challenges ahead?



Planning Commission

Any last comments or questions before we wrap-up?



DUDEK

Thank You

9.5 Special Event Images and Survey Results

Images from the special event held on August 19, 2021 are featured below [Exhibit E]. Following Exhibit E are the full survey results from the special event outreach [Exhibit F].

Exhibit E



Exhibit F

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 2:46:24 PM
Last Modified: Thursday, August 19, 2021 5:37:35 PM
Time Spent: 02:51:11
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6**Housing with appropriate accommodations for my household member with a disability is not affordable.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Rent became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 2:47:40 PM
Last Modified: Thursday, August 19, 2021 5:40:21 PM
Time Spent: 02:52:41
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6

Other (please specify):

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Taxes

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:38:45 PM
Last Modified: Thursday, August 19, 2021 5:41:09 PM
Time Spent: 00:02:23
IP Address: 74.8.223.170

Page 1

Q1 **Less or slower car traffic**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:41:01 PM
Last Modified: Thursday, August 19, 2021 5:43:39 PM
Time Spent: 00:02:37
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 3:20:32 PM
Last Modified: Thursday, August 19, 2021 5:44:24 PM
Time Spent: 02:23:52
IP Address: 166.137.163.40

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4 City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5 Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6 Housing with appropriate accommodations for my household member with a disability is not affordable.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:41:20 PM
Last Modified: Thursday, August 19, 2021 5:44:45 PM
Time Spent: 00:03:24
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4

Where do you get information about local resources and events? Mark all that apply.

My child's school,**My place of worship,****City Social Media (Facebook, Nextdoor)****Q5**

Which is the MOST important in keeping people in South El Monte safe?

Better warnings and outreach before an emergency or extreme weather event**Q6**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.**Q7**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Rent became unaffordable,**Homeownership became unaffordable,****Landlord wanted to rent to a relative,****Landlord wanted to rent to someone else (non-relative)**

#7

COMPLETE

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Last Modified: Thursday, August 19, 2021 5:45:07 PM
Time Spent: 00:01:10
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:44:58 PM
Last Modified: Thursday, August 19, 2021 5:47:00 PM
Time Spent: 00:02:02
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Rent became unaffordable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#9

COMPLETE

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Started: Thursday, August 19, 2021 5:45:53 PM
Last Modified: Thursday, August 19, 2021 5:49:23 PM
Time Spent: 00:03:29
IP Address: 74.8.223.170

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4 Other (please specify):

Where do you get information about local resources and events? Mark all that apply.
Websites

Q5 Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6 I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:44:37 PM
Last Modified: Thursday, August 19, 2021 5:51:02 PM
Time Spent: 00:06:24
IP Address: 166.137.163.40

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:47:05 PM
Last Modified: Thursday, August 19, 2021 5:51:10 PM
Time Spent: 00:04:05
IP Address: 74.8.223.170

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4 My child's school, City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5 Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6 I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:49:39 PM
Last Modified: Thursday, August 19, 2021 5:52:09 PM
Time Spent: 00:02:30
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:51:10 PM
Last Modified: Thursday, August 19, 2021 5:52:37 PM
Time Spent: 00:01:26
IP Address: 166.137.163.40

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6**The home I live in does not meet the needs of my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:51:21 PM
Last Modified: Thursday, August 19, 2021 5:54:16 PM
Time Spent: 00:02:55
IP Address: 74.8.223.170

Page 1

Q1 **Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **Other (please specify):**
Community and neighborhood watch

Where do you get information about local resources and events? Mark all that apply.

Q5 **Other (please specify):**
Other

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:53:45 PM
Last Modified: Thursday, August 19, 2021 5:54:29 PM
Time Spent: 00:00:44
IP Address: 166.137.163.40

Page 1

Q1 **More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **My place of worship**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Rent became unaffordable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:53:17 PM
Last Modified: Thursday, August 19, 2021 5:55:03 PM
Time Spent: 00:01:45
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:55:17 PM
Last Modified: Thursday, August 19, 2021 5:58:17 PM
Time Spent: 00:02:59
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.
,
My landlord refuses to modify our unit to accommodate my household member with a disability

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:55:00 PM
Last Modified: Thursday, August 19, 2021 5:58:43 PM
Time Spent: 00:03:43
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#19

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:54:57 PM
Last Modified: Thursday, August 19, 2021 6:01:03 PM
Time Spent: 00:06:05
IP Address: 166.137.163.40

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#20

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:59:17 PM
Last Modified: Thursday, August 19, 2021 6:03:07 PM
Time Spent: 00:03:50
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I do not think the City is going to help

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Rent became unaffordable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#21

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:01:27 PM
Last Modified: Thursday, August 19, 2021 6:03:22 PM
Time Spent: 00:01:55
IP Address: 166.137.163.40

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I worry about losing my in-home health care

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Personal/family reasons

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#22

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 5:58:45 PM
Last Modified: Thursday, August 19, 2021 6:04:25 PM
Time Spent: 00:05:40
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

I worry about losing my in-home health care

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:03:31 PM
Last Modified: Thursday, August 19, 2021 6:05:23 PM
Time Spent: 00:01:51
IP Address: 166.137.163.40

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

My place of worship

Where do you get information about local resources and events? Mark all that apply.

Q5

Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Homeownership became unaffordable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#24

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:03:22 PM
Last Modified: Thursday, August 19, 2021 6:05:30 PM
Time Spent: 00:02:07
IP Address: 74.8.223.170

Page 1

Q1 **Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **Safer streets to get to existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **Other (please specify):**

Where do you get information about local resources and events? Mark all that apply.
 My friend

Q5 **Creating public spaces to go in an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#25

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:05:37 PM
Last Modified: Thursday, August 19, 2021 6:08:34 PM
Time Spent: 00:02:56
IP Address: 74.8.223.170

Page 1

Q1

What is ONE thing that would make you feel more comfortable walking and biking.

Other (please specify):
All

Q2

Which of the following would MOST improve parks in your neighborhood?

Other (please specify):
All

Q3

Do you contact the City when you have a problem? If not - why not?

Other (please specify):
No issues

Q4

Where do you get information about local resources and events? Mark all that apply.

City Social Media (Facebook, Nextdoor)

Q5

Which is the MOST important in keeping people in South El Monte safe?

Other (please specify):
All

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I do not experience any housing challenges.

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Not Applicable

#26

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:05:43 PM
Last Modified: Thursday, August 19, 2021 6:08:40 PM
Time Spent: 00:02:56
IP Address: 166.137.163.40

Page 1

Q1**Places to go**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**Yes**

Do you contact the City when you have a problem? If not - why not?

Q4**Other (please specify):**

Where do you get information about local resources and events? Mark all that apply.

City staff

Q5**Other (please specify):**

Which is the MOST important in keeping people in South El Monte safe?

Walkable communities where I can live in a townhome and walk to commercial

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#27

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:04:46 PM
Last Modified: Thursday, August 19, 2021 6:09:13 PM
Time Spent: 00:04:26
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

**My child's school,
City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#28

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:09:38 PM
Last Modified: Thursday, August 19, 2021 6:12:08 PM
Time Spent: 00:02:29
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

Landlord wanted to rent to someone else (non-relative)

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#29

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:08:43 PM
Last Modified: Thursday, August 19, 2021 6:13:16 PM
Time Spent: 00:04:33
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

Other (please specify):
 Too many homeless on our street

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#30

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:08:54 PM
Last Modified: Thursday, August 19, 2021 6:15:33 PM
Time Spent: 00:06:38
IP Address: 166.137.163.40

Page 1

Q1 Respondent skipped this question

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 Yes

Do you contact the City when you have a problem? If not - why not?

Q4 City Social Media (Facebook, Nextdoor),

Where do you get information about local resources and events? Mark all that apply.

Other (please specify):
Newspaper

Q5 Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6 I worry about losing my in-home health care

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#31

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:12:26 PM
Last Modified: Thursday, August 19, 2021 6:16:12 PM
Time Spent: 00:03:45
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

My place of worship,

Where do you get information about local resources and events? Mark all that apply.

City Social Media (Facebook, Nextdoor)

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

,

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

Q7

Personal/family reasons

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#32

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:16:39 PM
Last Modified: Thursday, August 19, 2021 6:19:25 PM
Time Spent: 00:02:46
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Respondent skipped this question

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#33

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:13:24 PM
Last Modified: Thursday, August 19, 2021 6:19:29 PM
Time Spent: 00:06:04
IP Address: 74.8.223.170

Page 1

Q1 Improved streets (sidewalks/paving)

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3 Yes

Do you contact the City when you have a problem? If not - why not?

Q4 City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5 Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6 I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#34

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:19:40 PM
Last Modified: Thursday, August 19, 2021 6:19:54 PM
Time Spent: 00:00:14
IP Address: 74.8.223.170

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#35

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:19:41 PM
Last Modified: Thursday, August 19, 2021 6:22:26 PM
Time Spent: 00:02:45
IP Address: 74.8.223.170

Page 1

Q1**Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2**More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3**No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4**City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5**Nature based solutions (such as: more trees, rain gardens, etc.)**

Which is the MOST important in keeping people in South El Monte safe?

Q6**I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7**Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#36

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:20:19 PM
Last Modified: Thursday, August 19, 2021 6:25:41 PM
Time Spent: 00:05:22
IP Address: 74.8.223.170

Page 1

Q1 **More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#37

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:16:46 PM
Last Modified: Thursday, August 19, 2021 6:25:49 PM
Time Spent: 00:09:02
IP Address: 166.137.163.40

Page 1

Q1 **Less or slower car traffic**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#38

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:24:19 PM
Last Modified: Thursday, August 19, 2021 6:25:56 PM
Time Spent: 00:01:36
IP Address: 74.8.223.170

Page 1

Q1 **More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More amenities (water fountains, play equipment, picnic tables) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **No - I am unsure who to contact**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#39

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:26:17 PM
Last Modified: Thursday, August 19, 2021 6:28:27 PM
Time Spent: 00:02:09
IP Address: 74.8.223.170

Page 1

Q1 **Less Crime**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More green space near my house**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Better warnings and outreach before an emergency or extreme weather event**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#40

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:28:52 PM
Last Modified: Thursday, August 19, 2021 6:31:43 PM
Time Spent: 00:02:51
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Improving homes to better withstand extreme weather

Which is the MOST important in keeping people in South El Monte safe?

Q6

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Homeownership became unaffordable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#41

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:32:27 PM
Last Modified: Thursday, August 19, 2021 6:35:02 PM
Time Spent: 00:02:34
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

**My child's school,
City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

The home I live in does not meet the needs of my household member with a disability.

,

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

,

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

My landlord refuses to modify our unit to accommodate my household member with a disability

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Not Applicable

#42

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:30:00 PM
Last Modified: Thursday, August 19, 2021 6:36:16 PM
Time Spent: 00:06:15
IP Address: 166.137.163.40

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#43

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:25:56 PM
Last Modified: Thursday, August 19, 2021 6:36:39 PM
Time Spent: 00:10:42
IP Address: 74.8.223.170

Page 1

Q1 **Less or slower car traffic**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More security (lights, enforcement) at existing parks**

Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**

Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5 **Improving homes to better withstand extreme weather**

Which is the MOST important in keeping people in South El Monte safe?

Q6 **I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.**

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#44

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:36:56 PM
Last Modified: Thursday, August 19, 2021 6:40:54 PM
Time Spent: 00:03:57
IP Address: 74.8.223.170

Page 1

Q1 **More trees and nature**

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 **More amenities (water fountains, play equipment, picnic tables) at existing parks**
 Which of the following would MOST improve parks in your neighborhood?

Q3 **Yes**
 Do you contact the City when you have a problem? If not - why not?

Q4 **City Social Media (Facebook, Nextdoor)**
 Where do you get information about local resources and events? Mark all that apply.

Q5 **Respondent skipped this question**
 Which is the MOST important in keeping people in South El Monte safe?

Q6 **I do not experience any housing challenges.**
 Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7 **Not Applicable**
 In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#45

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:36:47 PM
Last Modified: Thursday, August 19, 2021 6:41:40 PM
Time Spent: 00:04:52
IP Address: 166.137.163.40

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More amenities (water fountains, play equipment, picnic tables) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#46

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:35:22 PM
Last Modified: Thursday, August 19, 2021 6:42:55 PM
Time Spent: 00:07:32
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Safer streets to get to existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school

Where do you get information about local resources and events? Mark all that apply.

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

The home I live in does not meet the needs of my household member with a disability.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Homeownership became unaffordable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#47

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:41:56 PM
Last Modified: Thursday, August 19, 2021 6:44:32 PM
Time Spent: 00:02:35
IP Address: 166.137.163.40

Page 1

Q1

More trees and nature

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

**My child's school,
City Social Media (Facebook, Nextdoor)**

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.
,
My landlord refuses to modify our unit to accommodate my household member with a disability
,
I worry about losing my in-home health care

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Respondent skipped this question

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#48

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:44:24 PM
Last Modified: Thursday, August 19, 2021 6:44:36 PM
Time Spent: 00:00:12
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Respondent skipped this question

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

Landlord wanted to rent to a relative

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#49

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:41:10 PM
Last Modified: Thursday, August 19, 2021 6:45:02 PM
Time Spent: 00:03:51
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Other (please specify):

Which of the following would MOST improve parks in your neighborhood?

Water play or water park (like la mirador or Rosemead)

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school,

Where do you get information about local resources and events? Mark all that apply.

City Social Media (Facebook, Nextdoor)

Q5

Creating public spaces to go in an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#50

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:44:56 PM
Last Modified: Thursday, August 19, 2021 6:45:05 PM
Time Spent: 00:00:09
IP Address: 74.8.223.170

Page 1

Q1

Places to go

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

Respondent skipped this question

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

My child's school

Where do you get information about local resources and events? Mark all that apply.

Q5

Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

Landlord wanted to rent to a relative

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#51

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:45:43 PM
Last Modified: Thursday, August 19, 2021 6:47:52 PM
Time Spent: 00:02:08
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3

Yes

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

I do not experience any housing challenges.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Not Applicable

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

#52

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:45:32 PM
Last Modified: Thursday, August 19, 2021 6:49:37 PM
Time Spent: 00:04:05
IP Address: 166.137.163.40

Page 1

Q1

What is ONE thing that would make you feel more comfortable walking and biking.

Other (please specify):
 Blank

Q2

Which of the following would MOST improve parks in your neighborhood?

Respondent skipped this question

Q3

Do you contact the City when you have a problem? If not - why not?

Yes

Q4

Where do you get information about local resources and events? Mark all that apply.

My child's school,
 City Social Media (Facebook, Nextdoor)

Q5

Which is the MOST important in keeping people in South El Monte safe?

Improving homes to better withstand extreme weather

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

The home I live in does not meet the needs of my household member with a disability.
 ,
 I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.
 ,
 My landlord refuses to modify our unit to accommodate my household member with a disability

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Rent became unaffordable,

Homeownership became unaffordable

#53

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:45:48 PM
Last Modified: Thursday, August 19, 2021 6:51:05 PM
Time Spent: 00:05:17
IP Address: 74.8.223.170

Page 1

Q1 Less or slower car traffic

What is ONE thing that would make you feel more comfortable walking and biking.

Q2 More security (lights, enforcement) at existing parks

Which of the following would MOST improve parks in your neighborhood?

Q3 Yes

Do you contact the City when you have a problem? If not - why not?

Q4 My child's school,
 My place of worship,
 City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5 Nature based solutions (such as: more trees, rain gardens, etc.)

Which is the MOST important in keeping people in South El Monte safe?

Q6

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

The home I live in does not meet the needs of my household member with a disability.

,

It is difficult for my household member with a disability to get around my neighborhood because there is a lack of accessible paths of travel.

,

I'm afraid my rent will go up if I make a request for an accommodation for my household member with a disability.

,

Housing with appropriate accommodations for my household member with a disability is not affordable.

Q7

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

Not Applicable

#54

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, August 19, 2021 6:51:38 PM
Last Modified: Thursday, August 19, 2021 7:07:04 PM
Time Spent: 00:15:25
IP Address: 74.8.223.170

Page 1

Q1

Less Crime

What is ONE thing that would make you feel more comfortable walking and biking.

Q2

More green space near my house

Which of the following would MOST improve parks in your neighborhood?

Q3

No - I am unsure who to contact

Do you contact the City when you have a problem? If not - why not?

Q4

City Social Media (Facebook, Nextdoor)

Where do you get information about local resources and events? Mark all that apply.

Q5

Better warnings and outreach before an emergency or extreme weather event

Which is the MOST important in keeping people in South El Monte safe?

Q6

Housing with appropriate accommodations for my household member with a disability is not affordable.

Do you and/or a household member experience any of the following housing challenges? (Select all that apply)

Q7

Other (please specify):

No

In the past five years have you had to move out of your residence when you did not want to move for any of the following reasons? (Select all that apply)

ATTACHMENT D



City of South El Monte PUBLIC HEALTH AND SAFETY ELEMENT

AUGUST 2021



DUDEK

Introduction

Ensuring good health and a safe environment for all community members is a top priority for the City of South El Monte (City). The Public Health and Safety Element of the General Plan guides the City toward being a safer and healthier place for everyone. This element combines two State-required elements: Safety and Environmental Justice. The Safety Element is a required element and must be addressed by every city and county in California. Environmental Justice is a required element for cities with disadvantaged communities (**DACs**), which includes South El Monte.

The Public Health and Safety Element prioritizes actions that address the greatest health risks to the City over the next 20 years. It guides how the City is designed, regulated, and built to ensure that people can access healthy food and places to play, that the air is clean, and that hazards will not impact important buildings and services. The Public Health and Safety Element also identifies and prioritizes the needs of DACs to address compounding health concerns.

The Public Health and Safety Element is closely linked to two other elements of the General Plan: the Land Use Element and the Conservation Element. The Land Use Element regulates where homes, business, and industry can be in South El Monte and how large they can be. Related to this, the Public Health and Safety Element recommends where parks, community gardens, and first responder facilities should be placed. The Conservation Element addresses how the City uses natural resources, such as water and the urban forest. Related to this, the Public Health and Safety Element addresses how these resources could be affected by hazard events and climate change, and how natural resources can be used to make the community healthier and more resilient.

The Existing Conditions section of this element outlines the public health concerns facing the City, and the Goals, Policies, and Actions section outlines the City's public health and safety roadmap to 2040.

DISADVANTAGED COMMUNITIES

DACs are areas throughout California that most suffer from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes, and high incidence of asthma and heart disease.

Gov. Code Section 65302(h)(4)(A)

Outreach

Defining Environmental Justice Communities

The California Governor’s Office of Planning Research requires jurisdictions with census tracts scoring above 75% in **CalEnviroScreen** to address **environmental justice**. Using CalEnviroScreen, seven census tracts in South El Monte scored above 75% (see **PHS-1**).

Summary

Public outreach methods were designed to engage a wide range of community members and generate ideas and feedback representing the broad perspectives of local residents. Due to the global COVID-19 pandemic, hybrid in-person and virtual outreach was pursued to ensure barriers due to health and technology were not a burden on community members’ ability to participate. To achieve this goal, the following outreach meetings and opportunities were employed: one virtual joint City of South El Monte (City) City Council/Planning Commission Meeting, one virtual public workshop, eight stakeholder interviews, one in-person community outreach event, and two online surveys. All public input was gathered in conformance with the COVID-19 physical distancing requirements in place at the time. Public engagement efforts were targeted in South El Monte; however, some stakeholders based outside of South El Monte also provided input.

Copies of the interviews, presentations, and survey results are included in [Appendix A, Community Engagement Results]. The discussion below briefly summarizes the main topics, issues, and concerns brought forth during these efforts.

Planning Commission and City Council Joint Session Public Meeting

The City Council and Planning Commission Meeting was held virtually on April 20, 2021. The meeting included an overview of the Safety and Environmental Justice Element and provided opportunities

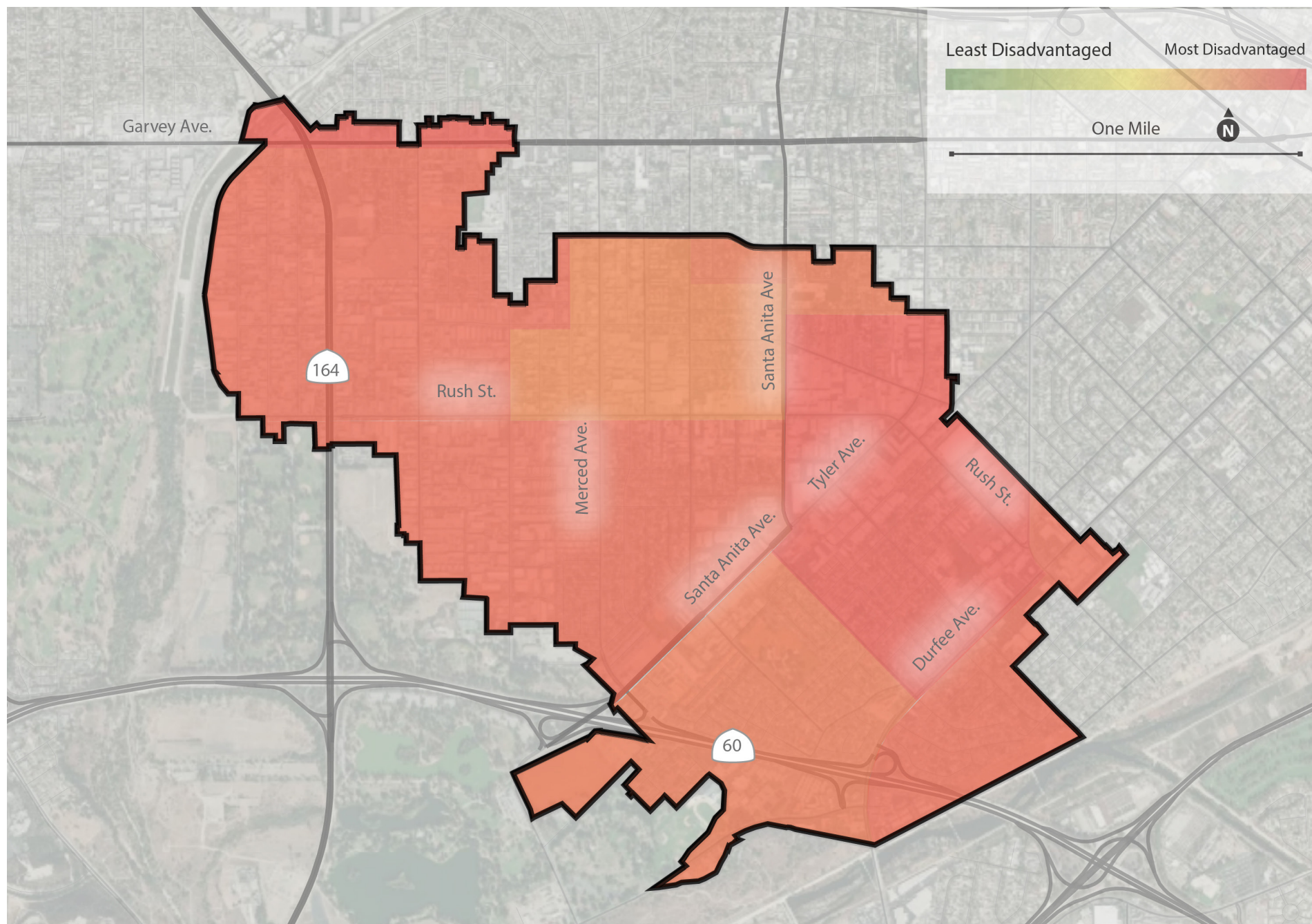
CALENVIROSCREEN

A mapping tool that helps identify California communities that are most affected by many sources of pollution, and where people are often especially vulnerable to pollution’s effects. CalEnviroScreen ranks communities by census tract based on data that are available from State and Federal government sources. Those census tracts that are above the 75th percentile on CalEnviroScreen are considered disadvantaged and are most vulnerable to climate change. This General Plan uses CalEnviroScreen 3.0, which was updated in June 2018.

ENVIRONMENTAL JUSTICE

Environmental Justice: Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Environmental justice will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.

Figure PHS-1 Disadvantaged Commu-



Source: Source: California Office of Environment Health Hazard Assessment, (2020). CalEnviroScreen. Retrieved July 09, 2020, from <https://oehha.ca.gov/calenviroscreen>.

for the City Council and Planning Commission to ask and respond to questions. Spanish translation was offered during the meeting.

The list below provides an overview of the feedback received from the City Council and Planning Commission collected during this meeting related to safety and equity issues they have heard about from the community:

- There are issues with housing affordability.
- There are concerns over extreme heat, air pollution, and energy efficiency, including with regard to insulation.
- There is concern over indoor air quality, including exposure to natural gas, and a concern with creating healthy homes.
- Traffic flow, particularly in areas that may be underutilized and the speed of traffic through communities, is a concern. There is an opportunity to explore ways to promote complete streets and active transit.

Online Surveys

The first survey was completed by 23 people. The survey was posted on the City's website and social media platforms, such as on the City's Facebook page; advertised in the City's newspaper; and emailed to the City's interested parties list. The survey was also advertised through a bilingual (Spanish and English) flyer, emailed directly to key stakeholders, and announced during the virtual community meeting held in June. The survey was available for community members who wished to participate during the months of June and July 2021. The survey was available in both English and Spanish. Below is a summary of survey results:

- Many of the survey participants have chosen to live in South El Monte because it is close to family and friends, they were born and raised here, and because of affordability.
- Nearly half of all survey participants indicated that the home they live in shows signs of minor deferred maintenance.
- Of those who wish to own a home in South El Monte, the three most common issues preventing participants from doing so at this time included not being able to find a home within their target price range, not currently having the financial resources for an appropriate down payment, and not currently having the financial resources for an adequate monthly mortgage payment.
- When asked about what they believe are the most urgent housing concerns in South El Monte, the three most common selections included housing affordability, overcrowding, and housing availability.
- Although responses varied across all possible answers, the most commonly selected displacement concern indicated was a sudden increase in rent.

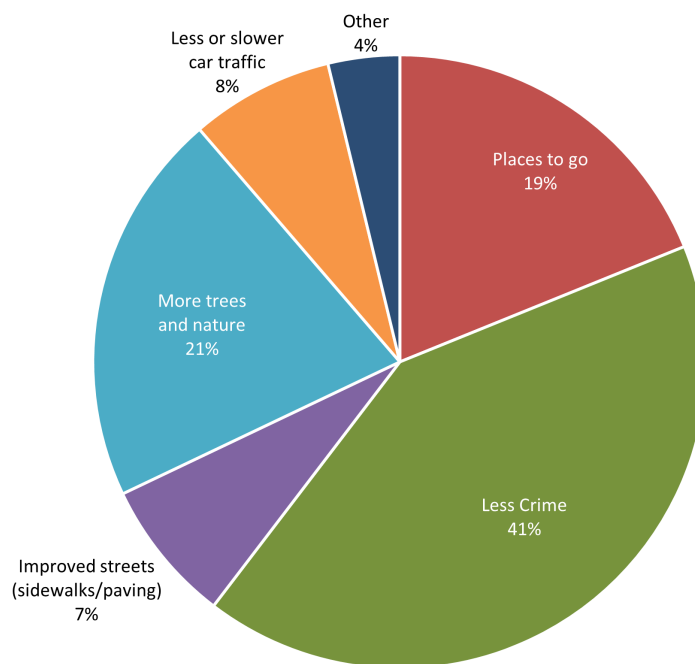
The second survey was completed by 54 people. The survey was available during the outdoor

concert community event on August 19, 2021. Responses addressed walking and biking around South El Monte, parks, and communicating with the City.

Walking and Biking around South El Monte

When deciding to walk or bike around town, survey respondents were most concerned about levels of crime (see **Figure PHS-2**). Respondents also felt that trees and increased in destinations would also improve walking and biking.

Figure PHS-2. How to Make Walking and Biking More Comfortable



Parks

Respondents had varied ideas on how to improve parks. People were equally split between access, safety, and amenity improvements. (see **PHS-3**)

Communicating with the City

Survey respondents usually contact the City when they have a problem (see **PHS-4**), and most often use the City's social media platforms to learn about local resources and events (see **PHS-5**).

Figure PHS-3 : Potential Park Improvements

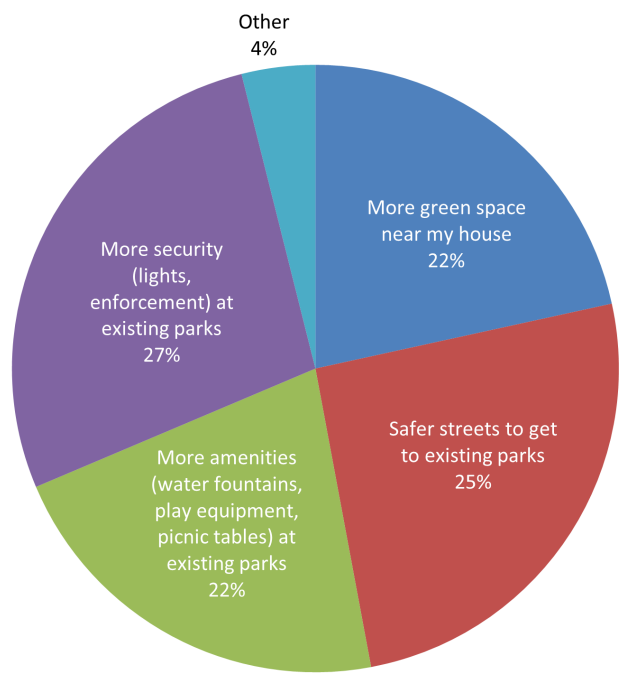


Figure PHS-4 : Contact with City to Solve Problems

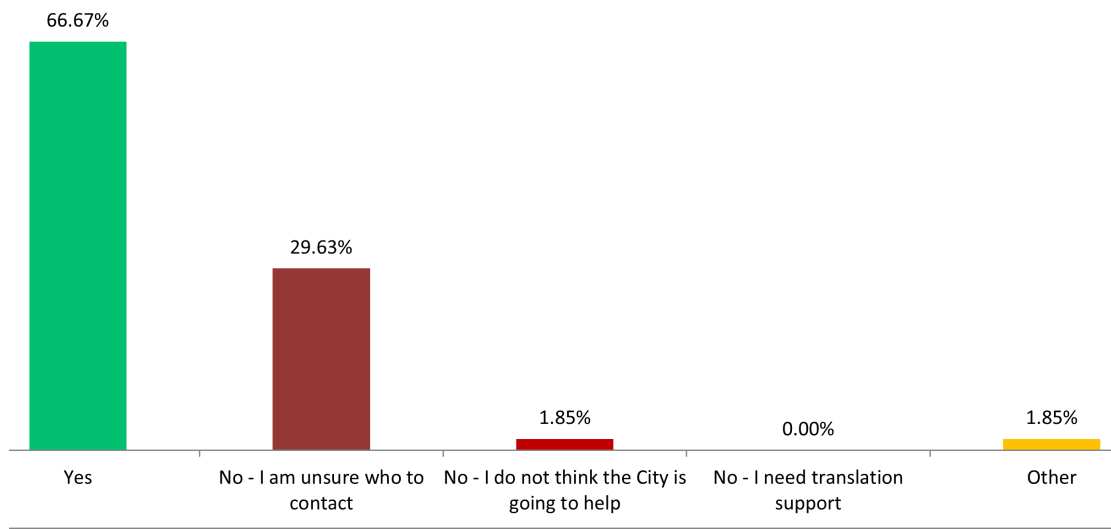
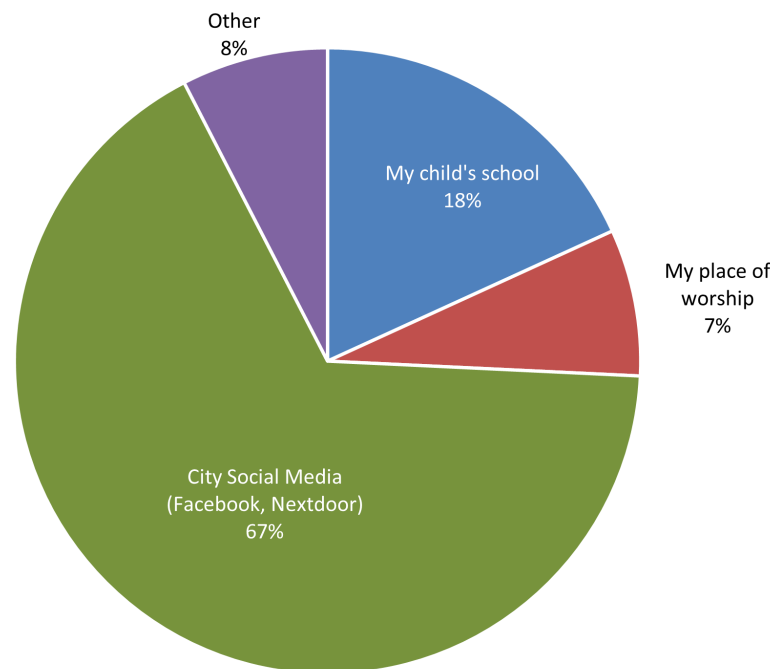


Figure PHS-5 : Preferred Forms of City Communication



Virtual Public Workshop

A virtual community meeting was held on June 29, 2021. Bilingual (English/Spanish) services were provided during the virtual public workshop to engage a broad spectrum of community members. The workshop was held during a weekday evening, outside of traditional working hours, and streamed live via Zoom to facilitate participation. This workshop was promoted on multiple channels, including the City's website and social media platforms. Some of the participants present included residents, property owners, and employees. The virtual community meeting focused on housing-related topics, and produced insights related to safety and environmental justice, as summarized below: When asked about what they believe are the most urgent housing concerns in South El Monte, the most commonly selected poll answers were housing affordability, homeownership, and housing quality.

- Poll results revealed that the most commonly selected displacement concern indicated was a sudden rent increase, followed by maintenance issues not being fixed. Other responses included sudden lease termination, eviction, and that long-term residents cannot stay in the community. These issues were evaluated as they relate to safe and sanitary housing.
- No comments were received regarding displacement due to hazards, such as fire and earthquakes.

Stakeholder Interviews

An extensive list of stakeholders, as identified by the City, and all interested parties were individually called to participate in one-on-one stakeholder interviews. Eight stakeholder interviews were completed and included feedback from a variety of organizations, such as food pantries, homeless and transitional living shelters, and those who provide social services and emergency resources. Feedback results indicated that there are not enough resources in South El Monte for older adults regarding home maintenance programs, social services, and food programs. A comment was made about traffic impacts as a result of increased housing development along commercial corridors.

Community Outreach Event

One in-person community outreach event was held to collect feedback specifically on the topics of environmental justice and safety. This outreach was aimed at meeting people where they already congregate. The event was a Summer Concerts series hosted by the City of South El Monte Community Services Department at the City Hall front lawn on Thursday, August 19, 2021. A booth was set up for the purpose of collecting feedback via a survey available via tablet and one-on-one discussions. Informational posterboards were set up to assess community perception of various community characteristics: access to physical activity, opportunity for civic engagement, threat of natural hazards, level of pollution and air quality, access to public facilities, and food access. Participants were asked to place stickers (sad face, neutral face, and happy face) next to each of these to represent how important each characteristic is to them. People felt that public facilities and community engagement were the most important to be addressed in this element. Spanish-language support was provided for a portion of this event.

Existing Conditions

This section outlines the current risk and equity concerns South El Monte faces from natural and public health hazards. For each hazard, this assessment explains **what** the hazard is and what causes it to occur in South El Monte. Next the assessment maps **where** in South El Monte is most affected by this hazard. From there, this assessment explains **who** is most vulnerable to each hazard. Then, this assessment explains **how** the City of South El Monte (City) is already addressing this hazard. Finally, for each natural hazard, this assessment addresses **when** the hazard occurs; this includes if the hazard is seasonal or is forecasted to get worse as a result of climate change.

This section addresses five public health hazards (access to healthy living, pollution exposure, physical activity, public facilities, and safe and sanitary homes) and four natural hazards (extreme heat, flooding, geologic hazards, and wildfires).

Public Health and Chronic Hazards

The places where people live can affect their health. In a healthy community, everyone has access to healthy food, parks, and safe streets. Low-income communities often have fewer of these healthy resources, and have higher rates of chronic diseases and lower lifespans as a result.¹ As shown in **Table PHS-1**, South El Monte often scores in the lowest 25% of the State for various health indicators, and is worse than Los Angeles County and the State when it comes to all health indicators assessed.

Table PHS-1. Health Indicators

Health Indicator	Location		
	South El Monte	Los Angeles County	California
Asthma ¹	53.78	52.21	51.95
Cardiovascular Disease ²	8.68	8.43	8.4
Diabetes ^{3*}	12.97	10.93	9.94
Obesity ^{4*}	30.39	26.4	25.15
Low Birth Weight ⁵	5.74	5.34	4.97

Source: Public Health Alliance. 2020. "The California Healthy Places Index." <https://map.healthypacesindex.org/>.

Legend: **Quartile 1 = Good**, **Quartile 2 = Moderate**, **Quartile 3 = Poor**, **Quartile 4 = Challenged**

1 Asthma emergency department visits per 10,000 people

2 Heart attack emergency department visits per 10,000 people

3 Percent of adults with diabetes

4 Percent of adults with a body mass index over 30 kg/m²

5 Percent of low-birth-weight infants

* Multiple census tracts did not have data collected for this statistic.

1 McCullough, M., D. Feskanich, M. Stampfer, E. Giovannucci, E. Rimm, F. Hu, D. Spiegelman, D. Hunter, G. Colditz, and W. Willett. 2002. "Diet Quality and Major Chronic Disease Risk in Men and Women: Moving Toward Improved Dietary Guidance." *American Journal of Clinical Nutrition* 76 (6): 1,261–1,271.

Healthy Food

What

Healthy food is essential for all people, but it can be difficult to access and afford for some community members. Having access to affordable healthy food can encourage a healthier diet, lower the risk of chronic disease, and reduce food insecurity.² Studies have shown that people who live near grocery stores have better health outcomes.³ For community members without a car, being able to walk or bike to a grocery store or other source of healthy food is imperative.

Where

South El Monte is served by seven grocery stores that are well-distributed throughout South El Monte in commercial areas. Many residential areas are within walking or biking distance of a grocery store; however, households in the southern portion of South El Monte do not have a neighborhood grocery store (see **Figure PHS-6**). The local grocery stores are affordable and culturally appropriate.

In 2021, Earthworks Farm and Community Garden broke ground on 5 acres of land that abuts the southern border of South El Monte.⁴ This local community group is in partnership with CultivaLA, the San Gabriel Valley Conservation Corps, and others with the goal to promote urban agriculture. Earthworks Farm understands the importance of urban agriculture in health and food security, and offers direct sales, farm-to-table, farm-to-school, harvest tours, and educational community workshops.⁵

Who

Those most in need of nearby grocery stores include low-income residents and households without access to a car. Households with limited access to a car are concentrated in the northern portions of South El Monte near commercial areas and are well-served by grocery stores. More than 30% of South El Monte residents, including low-income residents, concentrated in the southern portion of South El Monte do not live within biking distance of a grocery store. This access is supplemented by the presence of the Earthworks Farm and Community Garden and monthly food bank at the San Gabriel Valley Service Center.

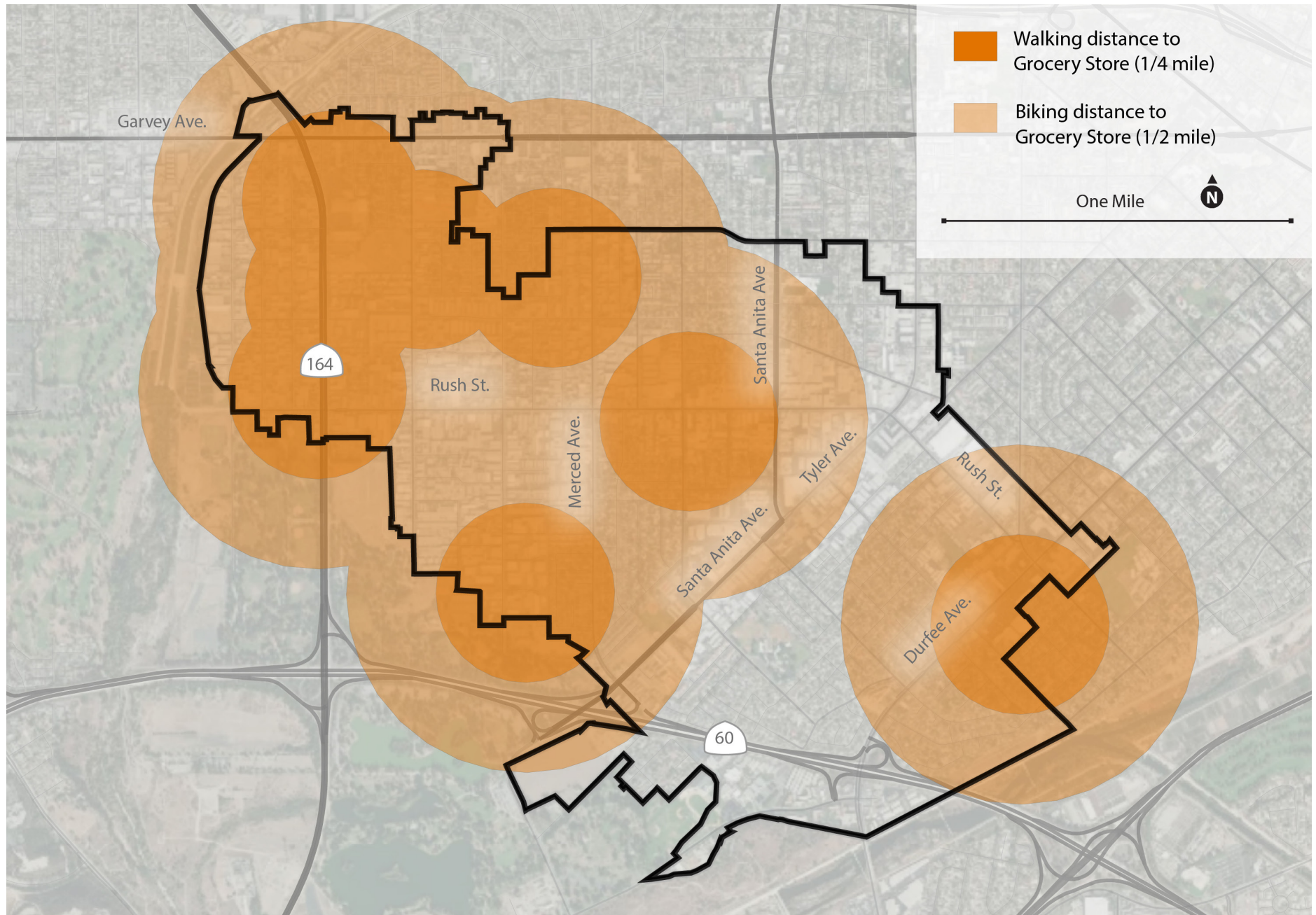
2 McCullough et al. 2002.

3 Teuhaft, S., and A. Karpyn. 2018. *The Grocery Gap: Who has Access to Healthy Food and Why it Matters*. https://healthyplacesin-dex.org/wp-content/uploads/2018/01/policy_link_grocery_gap.pdf.

4 Richard, O. 2021. "New Farm In El Monte Breaks Ground Today With Goal Of Feeding Westlake Community." *LAIST*. March 27, 2021. <https://laist.com/latest/post/20210327/earthworks-farm-el-monte-westlake>.

5 Earthworks Farm Community Garden. n.d. "Earthworks Farm and Community Garden." Accessed April 13, 2021. <https://www.soilmate.com/farms/earthworks-farm-community-garden>.

Figure PHS-6 Food Access



Source: City of South El Monte

How

Two community-based organizations provide food to families in need in South El Monte, helping to close the gap on food insecurity. Earthworks Farm, located at 1210 Lerma Road, provides workshops in organic farming, farm-to-school education, and volunteer opportunities, and works alongside the San Gabriel Valley Conservation Corps to provide for local disadvantaged youth through affordable local produce and work skills and job training in organic farming. The San Gabriel Valley Service Center, located at 1441 Santa Anita Avenue, supports a monthly program in conjunction with the Los Angeles Regional Food Bank to provide food to low-income older adults (60+) on every fourth Monday of the month between 9:00 a.m. and 11:00 a.m.

Parks

What

Parks offer space for safe and healthy recreation, and access to parks has been found to prevent chronic disease.⁶ Parks provide places for children to play and adults to walk. Parks, and the trees inside them, help to clean the air and cool down the surrounding area on hot days. These spaces also offer a gathering place that can allow for events and foster community. Ensuring that there are ample amounts of nearby park space improves quality of life for residents.

Where

South El Monte has one dedicated park: Mary Van Dyke Park. In addition to this park, the City has a joint-use agreement with Shiveley Middle School and the New Temple School to access Shiveley Park and New Temple Park. All three of the local parks are south of Rush Street and east of Merced Avenue. **Figure PHS-7** shows walking and biking distances to City parks and participating schools. Parks adjacent to South El Monte include Lashbrook Park and Whittier Narrows, a major regional recreational area that is managed by Los Angeles County Parks and Recreation.

The sheer amount of park acreage relative to the population is also important to consider when looking at park accessibility because the more people using a park, the less space there is for use. South El Monte has approximately 0.7 park acres per 1,000 residents, which is significantly less than the Los Angeles County average of 3.3 park acres per 1,000 residents.⁷

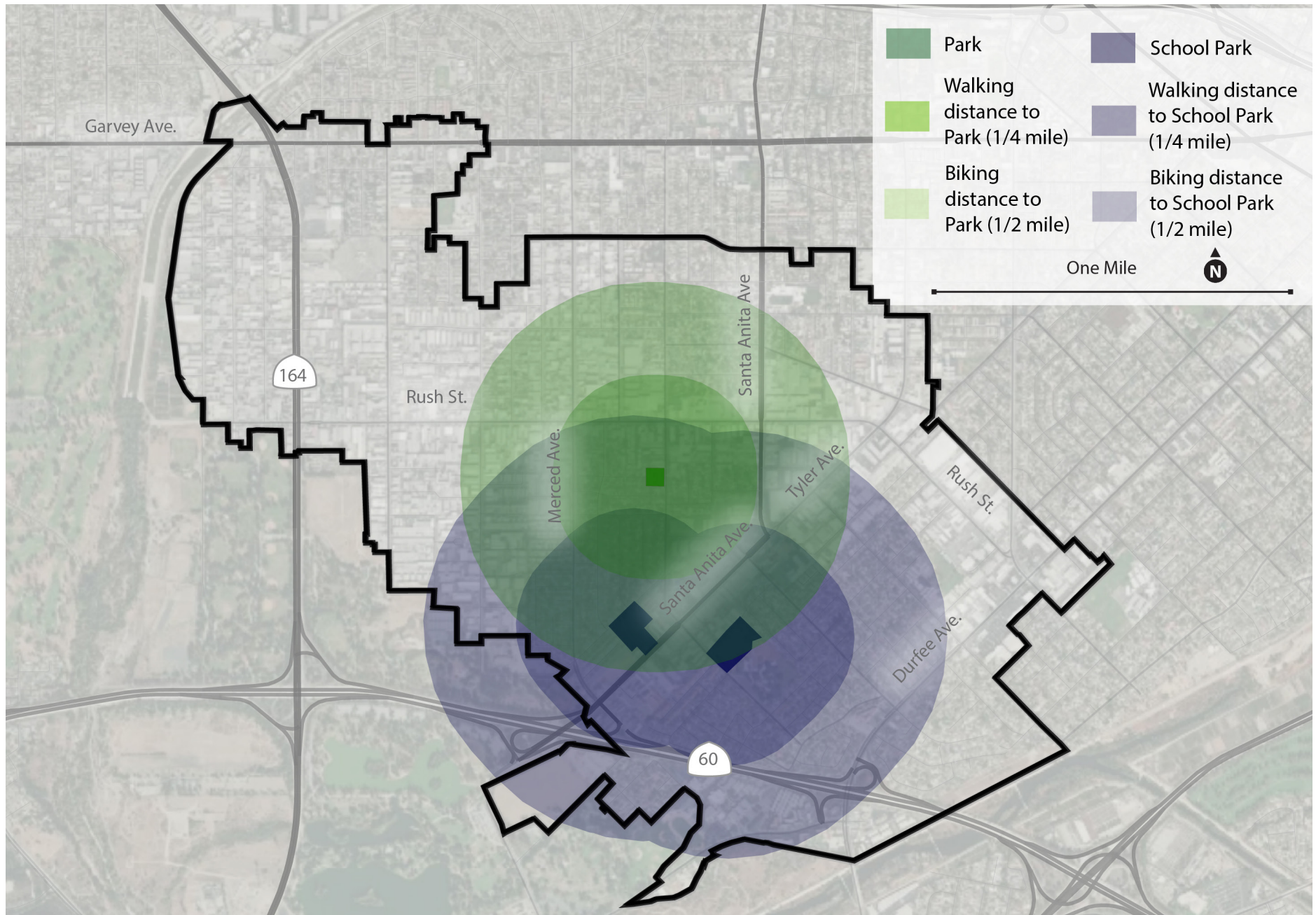
Who

As shown in **Table PHS-2**, nearly 70% of South El Monte's residents are within biking distance of a City or Regional Park. That number is almost cut in half when looking at walking distance to City and Regional Parks, at 38% of residents.

6 Sherer, P.M. 2006. *The Benefits of Parks: Why America Needs More City Parks and Open Space*. Trust for Public Land. http://www.tpl.org/content_documents/parks_for_people_Jul2005.pdf.

7 Los Angeles County Department of Parks and Recreation. 2016. *Los Angeles Countywide Comprehensive Park & Recreation Needs Assessment*. May 9, 2016. https://lacountyparkneeds.org/FinalReportAppendixA/StudyArea_078.pdf.

Figure PHS-7 Park Access



Source: City of South El Monte

Table PHS-2. Park Access

Distance per Mode of Transportation	Percent of Households		
	South El Monte	Los Angeles County	California
Walking Distance to a Park ¹	37.76	—	—
Biking Distance to a Park ²	68.80	71.81	74.16

Source: City of South El Monte; Southern California Public Health Alliance

Legend: **Quartile 1 = Good**, **Quartile 2 = Moderate**, **Quartile 3 = Poor**, **Quartile 4 = Challenged**

1 Percentage of the population living within one-quarter mile of a park, beach, or open space greater than 1 acre, including Whittier Narrows Recreational Area

2 Percentage of the population living within a half-mile of a park, beach, or open space greater than 1 acre, including Whittier Narrows Recreational Area

How

The City is working to provide parks and recreation facilities to serve its growing population. Recognizing that there is limited available vacant land for new parks, the City has focused its efforts toward enhancing existing parks, as well as maintaining and creating new joint-use agreements with local schools to maximize the amount of publicly accessible open space. Two areas identified as priority zones for receiving improved access to parks are the area north of California State Route 60 near Santa Anita Avenue and the area near San Gabriel River.^{8,9}

In addition, the City will continue to provide safe and convenient access routes to vital regional recreation resources, including Whittier Narrows Regional Park, Whittier Narrows Nature Center, and Santa Fe Dam Recreation Area, as well as provide South El Monte residents with sustained access to programmed recreational facilities like the South El Monte Community Center.

Public Transportation

What

Being able to get from home to work, a grocery store, or a laundry service is essential for day-to-day life. Without access to a car, active transportation and public transportation are the only options. This makes active transportation and public transportation major equity issues.

Where

Metro provides public transportation service for all of Los Angeles County, including South El Monte. Five bus routes run through South El Monte. Routes run east/west on Rush Street and Garvey Avenue, and north/south on Rosemead Boulevard, Santa Anita Avenue/Tyler Avenue, and Peck Road/Durfee

8 City of South El Monte. 2000. *Resources Element*. <https://www.cityofsouthelmonte.org/DocumentCenter/View/155/Resources-Element-PDF>.

9 County of Los Angeles. 2016. *Parks Needs Assessment*. City of South El Monte/ Uninc. El Monte - Whittier Narrows Study Area Profile. https://lacountyparkneeds.org/FinalReportAppendixA/StudyArea_078.pdf.

Avenue. The nearest major transit stop with buses arriving every 15 minutes is north of South El Monte at the intersection of Garvey Avenue and Santa Anita Avenue in El Monte.

Who

As shown in **Table PHS-3**, residents of South El Monte have slightly lower access to cars than Los Angeles County and the State as a whole. This is balanced by South El Monte being well-served by a number of bus stops near residential areas. All households in South El Monte are within biking distance of a bus stop, and 77% of households within walking distance of bus stops. Compared to the State, South El Monte is slightly above-average for bikeability to transit; however, South El Monte lags far behind Los Angeles County in this statistic due to the limited number of nearby transit stops that are considered “major transit stops” where buses arrive every 15 minutes during rush hour, proving more regular and reliable service for commuters.

Table PHS-3. Public Transportation Access

Distance per Mode of Transportation	Percent of Households		
	South El Monte	Los Angeles County	California
Access to a Car ¹	90.70	90.47	92.56
Biking Distance to a Major Transit Stop ²	37.8	53.16	35.35
Walking Distance to Nearest Bus Stop ³	77.58	—	—
Biking Distance to Nearest Bus Stop ⁴	100	—	—

Source: Public Health Alliance. 2020. “The California Healthy Places Index.” <https://map.healthyplacesindex.org/>.

Legend: **Quartile 1 = Good**, **Quartile 2 = Moderate**, **Quartile 3 = Poor**, **Quartile 4 = Challenged**

- 1 Percent of households with access to a car
- 2 Percent of households within a half-mile of a transit stop that has 15-minute headways
- 3 Percent of households within one-quarter mile of any bus stop
- 4 Percent of households within a half-mile of any bus stop

How

The City recognizes public transportation as a vital resource for travel without use of a private car, and strives to improve the safety and efficiency of pickup and drop-off locations, provide a range of schedules to best suit all residents, and provide routes that serve the destinations people need to go. The City also encourages use of public transportation through establishing bus stops that serve activity and employment centers in the City in conjunction with the Los Angeles County Metropolitan Transportation Authority and Foothill Transit Agency.

The City will continue to provide reservation-based transportation services to residents age 60 and over and residents with a disability through the Community Services Department. This program runs Monday through Friday from 8:30 a.m. to 4:00 p.m. and can transport users anywhere within City limits and up to 15 miles outside South El Monte. Investing in these diverse transit systems and

infrastructure helps address local circulation by providing a greater degree of choice and opportunity for less-mobile populations.¹⁰

Libraries and Community Centers

What

Libraries and community centers provide important community amenities, which improve quality of life. Amenities such as community events, Wi-Fi, educational opportunities, air conditioning, technology, and recreation, are offered in these public spaces.

Where

There are two community facilities in South El Monte: the South El Monte Library and the South El Monte Community Center. These two facilities are located next to each other along Central Avenue near Shiveley Park.

Who

The two community facilities are strategically located in the center of South El Monte and next to each other to provide a “one-stop-shop” of community recreation, education, socialization, and services. They are located within the vicinity of City Hall and Dean L. Shiveley Middle School. The downside to locating both the library and community center centrally is that less than half of people living in South El Monte live within biking distance to the facilities, and people living on the edges of South El Monte, such as near Garvey Avenue, may have difficulty getting to these resources (see **Table PHS-4**). Bus Route 269 alleviates this pressure by providing a nearby bus stop, although the route may require one or two bus transfers for residents living in northeastern South El Monte.

Table PHS-4. Community Facility Access

Distance per Mode of Transportation	Percent of Households
	South El Monte
Walking Distance to Community Facility	12.29%
Biking Distance to Community Facility	36.67%

Source: City of South El Monte

How

The City makes regular improvements and maintenance to public facilities to ensure their continued value to the community.

10 City of South El Monte. 2021. “Transportation Services.” <https://www.cityofsouthelmonte.org/278/Transportation-Services>.

Safe Walking and Biking

What

Walking and biking around a community offers an affordable and healthy way to get around. Walking and biking as a replacement for car trips can also reduce air pollution, traffic, and wear and tear on local roads. Providing safe corridors to walk and bike are important in a healthy community, especially if community members walk or bike as part of their regular commute to school or work.

Where

One way to measure how unsafe an area is for walking and biking is through collision data. From 2014 to 2018, two major intersections in South El Monte have been the most common collision locations for people walking and on bikes: the Garvey Avenue and Rosemead Boulevard intersection, and the Durfee Avenue and Rush Street intersection.¹¹ Each of these are major intersections has high levels of traffic, surrounding commercial activity, and higher-speed cars.

Garvey Avenue and Rosemead Boulevard are two of the larger roads in South El Monte, each having multiple lanes. The crosswalks that span Rosemead are 125 feet long. This is quite long and could cause issues for people with less mobility. The Garvey Avenue crosswalks are also long, spanning 100 feet. Each of these crossings have pedestrian crossing buttons. There are no bike facilities or pathways at this intersection or on these two roads. In addition, bus stops are positioned next to this intersection, making it a necessary location for people taking transit.

On Durfee Avenue and Rush Street there are wide sidewalks that surround the commercial areas. The crosswalks that cross Durfee Avenue are about 90 feet long, which is long but not quite as long as Rosemead Boulevard or Garvey Avenue. Each crossing at this intersection is equipped with pedestrian crossing buttons. Pedestrian crosswalks span three of the sides of the intersection. Durfee Avenue has a Class 2 bike lane but Rush Street does not have any bike facilities.

Although these two intersections have been shown to be problem areas based on collision data, this only tells part of the story. Certain intersections may be just as dangerous but not have collision data because people avoid them. This is why it is important to have input from residents.

Generally, the portions of South El Monte where land uses are more mixed have better walkability because there are more commercial uses and it is easier to access daily errands by bike or foot. Areas that are more mixed include neighborhoods next to Monte Vista Elementary and Dean L. Shiveley Middle School.

Who

Walking and biking can feel or be more unsafe for certain individuals than others. Older adults and people with physical disabilities may be less able to cross an intersection during the time allotted by a stop light. People who are less-frequent bikers may be less comfortable navigating more-trafficked areas of town. However, people who regularly bike or walk for work or other regular errands are most at risk because they are on the street the most. The City has moderate rates of walkers

11 University of California Berkeley. 2021. ATP. TIMS. <https://tims.berkeley.edu/tools/atp/>.

and bikers getting hit by cars compared to the State, but fewer than Los Angeles County. This is especially notable because South El Monte has a high number of active commuters relative to both Los Angeles County and the State. Because there are a higher number of active commuters and a lower number of pedestrian injuries than Los Angeles County, South El Monte should be considered a safe place to walk and bike (see **Table PHS-5**).

Table PHS-5. Pedestrian Safety

Walkers/Commuters	Percent of Households		
	South El Monte	Los Angeles County	California
Pedestrian Injuries ¹	6.58	7.96	6.03
Active Commuters ²	13.64	10.93	8.94

Source: Public Health Alliance. 2020. "The California Healthy Places Index." <https://map.healthyplacesindex.org/>.

Legend: **Quartile 1 = Good**, **Quartile 2 = Moderate**, **Quartile 3 = Poor**, **Quartile 4 = Challenged**

1 Annual average rate of severe and fatal pedestrian injuries per 100,000 population

2 Percentage of workers 16 years and older who commute to work by transit, walking, or cycling

How

The City strives to accommodate alternative modes of transit and create better city-wide multimodal accessibility through a series of long-range goals within its Circulation Element. These goals prioritize infrastructural planning for consistent bicycle/walking paths connected to major destinations, such as Whittier Narrows Recreation Area, supporting the California Department of Transportation’s efforts to increase carpooling and vanpooling and to provide on-street bike lanes. Encouragement of these alternate modes of transportation reduces strain on the existing roadway system and introduces more opportunity for safe choice in how residents get around.¹²

Safe and Sanitary Homes

What

Low-income residents are more likely to live in structures built before building standards regulating lead paint, asbestos, and other hazards were adopted. Living in these older homes, without removal of such toxins, can have significant health impacts. Many low-income communities have a higher proportion of old housing stock and are thus disproportionately exposed to these health threats. Older housing stock might also have poor ventilation, leading to uncomfortable indoor temperatures and excessive moisture, which can lead to mold. Other indoor housing conditions that can be common in older and less-expensive housing include pests and vermin. Finally, overcrowding, which often is a result of a lack of affordable housing, is a serious issue that impacts homes. According to the World Health Organization, overcrowding poses health risks by creating unsanitary

12 City of South El Monte 2021.

conditions that can contribute to the spread of disease.¹³ High costs of housing can contribute to or perpetuate overcrowding and poor living conditions.

Where

Households in eastern South El Monte are more likely to experience housing burden (see **Figure PHS-8**).¹⁴ This means that low-income households spend more than 50% of their income on housing. This makes it less likely that they can afford to make improvements to homes they own or move from rental properties that are unsanitary. In an effort to avoid increases in rent, these renters also may be less likely to bring up needed repairs to the property owners.

Who

South El Monte has few homeowners, severe homeowner cost burden, and overcrowding (see **Table PHS-6**). Overcrowding and homeownership rates are both about 10% worse in the City than in Los Angeles County, which is also in the lowest health indicator quartile for overcrowding and homeownership. Cost burden for homeowners in South El Monte is on par with Los Angeles County and within the lowest quartile for health indicators. Cost burden for renters is significantly less in the City than in Los Angeles County, and is above the 50th percentile in the State; however, a number of factors like overcrowding and quality of housing may be improving this metric without improving on-the-ground conditions.

Table PHS-6. Housing Indicators

Housing Indicator	Percent of Households		
	South El Monte	Los Angeles County	California
Homeowners ¹	37.08	47.36	54.96
Severe Homeowner Cost Burden ²	15.37	16.82	13.14
Severe Renter Cost Burden ³	21.85	29.14	26.33
Overcrowding ⁴	23.56	13.59	9.45

Source: Public Health Alliance. 2020. “The California Healthy Places Index.” <https://map.healthyplacesindex.org/>.

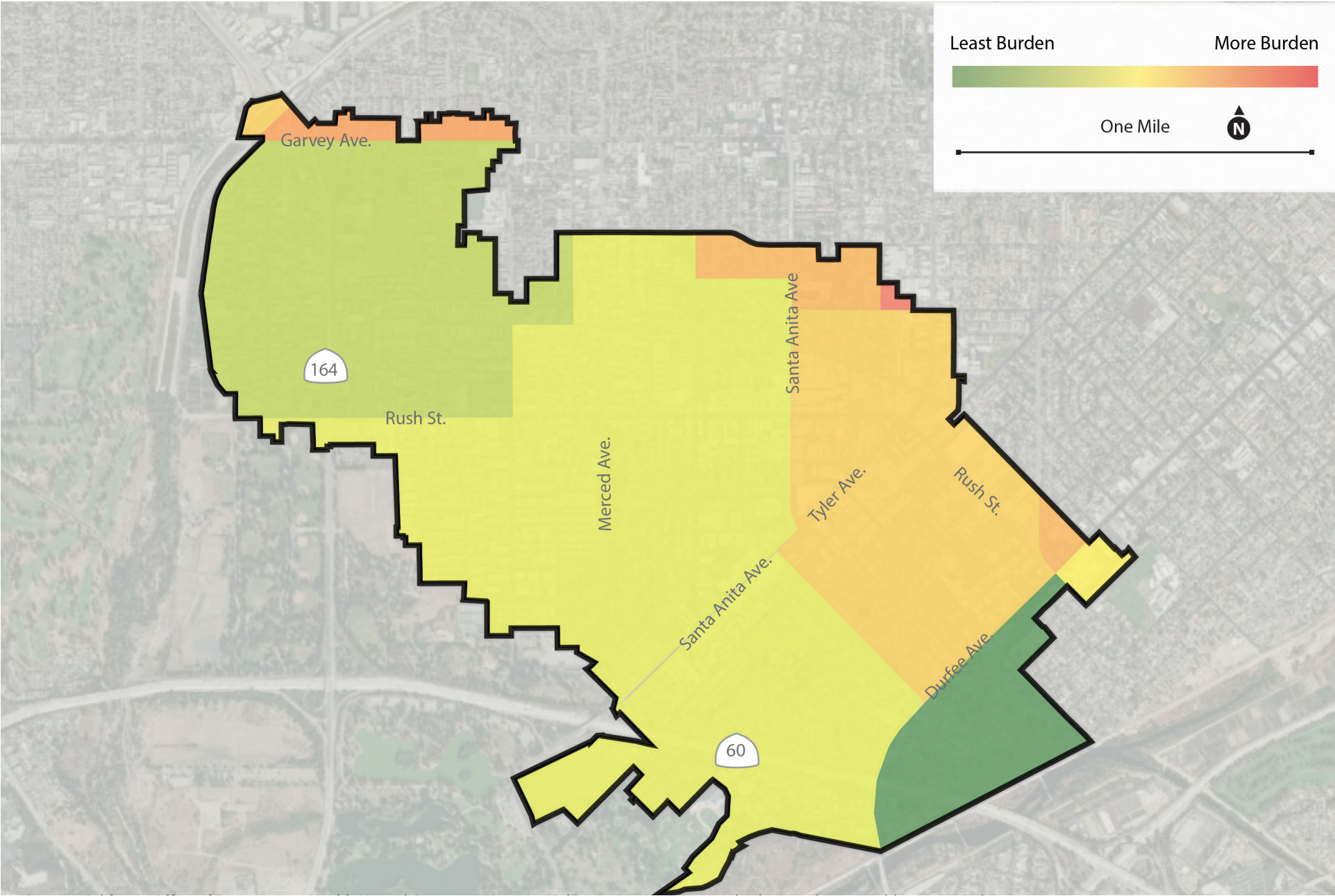
Legend: **Quartile 1 = Good**, **Quartile 2 = Moderate**, **Quartile 3 = Poor**, **Quartile 4 = Challenged**

- 1 Percent homeowners
- 2 Percent of low-income homeowners who pay more than 50% of their income on housing costs
- 3 Percent of low-income renters who pay more than 50% of their income on housing costs
- 4 Percent of households with more than 1 occupant per room

13 WHO (World Health Organization). 2021. “What are the Health Risks Related to Overcrowding?” https://www.who.int/water_sanitation_health/emergencies/qa/emergencies_qa9/en/#:~:text=For%20communities%2C%20inadequate%20shelter%20and,the%20population%20density%20is%20high.

14 OEHHA (California Office of Environmental Health Hazard Assessment). 2018. CalEnviroScreen 3.0 “Housing Burden.” Accessed January 2021. [https://oehha.maps.arcgis.com/apps/webappviewer/index.html?id=aade7e52ae014d8cb7682bb57466eacb.](https://oehha.maps.arcgis.com/apps/webappviewer/index.html?id=aade7e52ae014d8cb7682bb57466eacb)

Figure PHS-8 Housing Burden



Source: California Office of Environment Health Hazard Assessment. 2020. "CalEnviroScreen." Accessed July 2021. <https://oehha.ca.gov/calenviroscreen>.

How

The City implements many regulations, policies, and programs to improve various housing conditions. For example, the City can provide incentives for homeowners and property owners to improve housing conditions, alter what housing is allowed to be built, or determine what housing conditions are able to persist. Although not all housing programs and policies are directly related to improving safe and sanitary housing, many have the secondary impact of doing so. For example, policies that allow for more affordable housing to be built can allow for residents to move away from overcrowded situations, which can improve the health of the housing situations for multiple people.

The City's Housing Element covers in detail the context of safe and sanitary homes in South El Monte, including goals, policies, and actions to improve conditions.

Pollution Exposure

People are exposed every day to pollution from air, food, water, and soil, often from living near industrial land uses that produce hazardous waste, such as car repair shops, gas stations, dry cleaners, manufacturing factories, and recycling centers. Chemicals from these businesses can get into the soil, water, and air and affect nearby residents. These land uses are often grouped together, and low-income residences are often in proximity to polluting businesses. Higher-income areas often do not face the same level of pollution exposure. This combination of limited financial resources and exposure to pollution is the basis for the environmental justice movement.

Air Pollution

What

The State of California measures 10 air pollutants. These pollutants are measured separately and compared to "healthy levels" determined by the State. Air is considered polluted when it does not meet the standard set by the State or Federal government. South El Monte is located within the South Coast Air Basin. Air basins were created by the State of California based on where air naturally stagnates. The South Coast Air Basin is a coastal plain with connecting broad valleys and low hills that extend across the entirety of Los Angeles and Orange Counties, as well as the western portions of Riverside and San Bernardino Counties. The Pacific Ocean forms the southwestern border and high mountains surround the rest of the air basin. Currently the South Coast Air Basin is not in attainment for ozone or particulate matter (PM_{2.5}) standards.¹⁵

The South Coast Air Quality Management District (SCAQMD) is the air pollution control agency that provides direction regarding the management of air quality within the region. The SCAQMD is responsible for controlling air pollution mainly from stationary sources, such as large power plants, refineries, gas stations, and some consumer products. The SCAQMD also monitors air quality. The two air pollution monitoring sites closest to South El Monte are Pico Rivera and Closet World (Quemetco). The Pico Rivera site is 2 miles from South El Monte and is located south of Whittier

15 SCAQMD (South Coast Air Quality Management District). 2016. National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) Attainment Status for the South Coast Air Basin. <http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/naaqs-caaqs-feb2016.pdf>.



Narrows Recreation Area and east of Interstate 605. The Closet World site is also about 2 miles from South El Monte and is located near the railroad. These monitoring sites can provide a general understanding of air quality, but air pollution varies locally and reduces as it moves away from the source. Air pollution is likely worse in communities closer to the highly trafficked roadways of Interstate 10 and Interstate 605, as well as Garvey Avenue and Rosemead Avenue.

Ozone

Ground-level ozone is most commonly known as smog. Smog is caused by a chemical reaction when sunlight interacts with nitrogen oxides (NO_x) and volatile organic chemicals (VOCs), both of which are common emissions from cars. As regional temperatures increase due to climate change, it is anticipated that the amount of ground-level ozone will also increase if the amount of car traffic and other sources of NO_x and VOCs do not decrease. At the Pico Rivera station, ozone exceeded the 8-hour Federal standard 21 times in the past 3 years measured (2017–2019). Over this same time span, the site exceeded the California 1-hour ozone standard 15 times but did not exceed the Federal 1-hour standard.¹⁶ The Closet World station did not have available data through the California Air Resources Board.

Some main contributors to the pollutants that form ground-level ozone in South El Monte are vehicle emissions and industrial processes. Ground-level ozone can cause health issues, including difficulty breathing, coughing, inflamed airways, asthma attacks, and heart disease.

¹⁶ CARB (California Air Resources Board). 2019. Air Quality Data Statistics. Retrieved April 9, 2021. <https://www.arb.ca.gov/adam>.

Particulate Matter

Particulate matter is made of microscopic solid and liquids in the air that are small enough to breathe. PM_{2.5} is 2.5 microns or less in diameter, or 1/28th the thickness of human hair. PM_{2.5} results from burning fuel for cars, trucks, and industrial processes. PM2.5 is small enough to get into the human bloodstream and can pose a high risk to human health. Similar to ozone, particulate matter causes asthma and heart disease.¹⁷ From 2017 through 2019, PM2.5 exceeded 24-hour Federal standards four times at the Pico Rivera station.¹⁸

Where

Local air pollution is often higher in communities with low tree cover, limited park access, and high levels of traffic.¹⁹ As shown in **Figure PHS-9**, many communities in South El Monte have elevated air pollution.

Who

People with existing health conditions, such as asthma and heart disease, are more sensitive to air pollution. These health conditions are also caused by exposure to air pollution. This means that living in **fenceline communities** causes cycles of health concerns. The average rate of asthma and heart-related hospitalizations for South El Monte is below the 50th percentile in the State, and is slightly worse than rates found across Los Angeles County.

Additionally, people who spend more time outdoors, including young children, people who work outdoors, and people who get to work without a car, are often exposed to polluted air at higher rates. These highly exposed populations are all more common in South El Monte than the rest of Los Angeles County and the 50th percentile of the State. Active commuters and outdoor workers are found at especially high rates for the region in South El Monte (see **Table PHS-7**).

FENCELINE COMMUNITIES

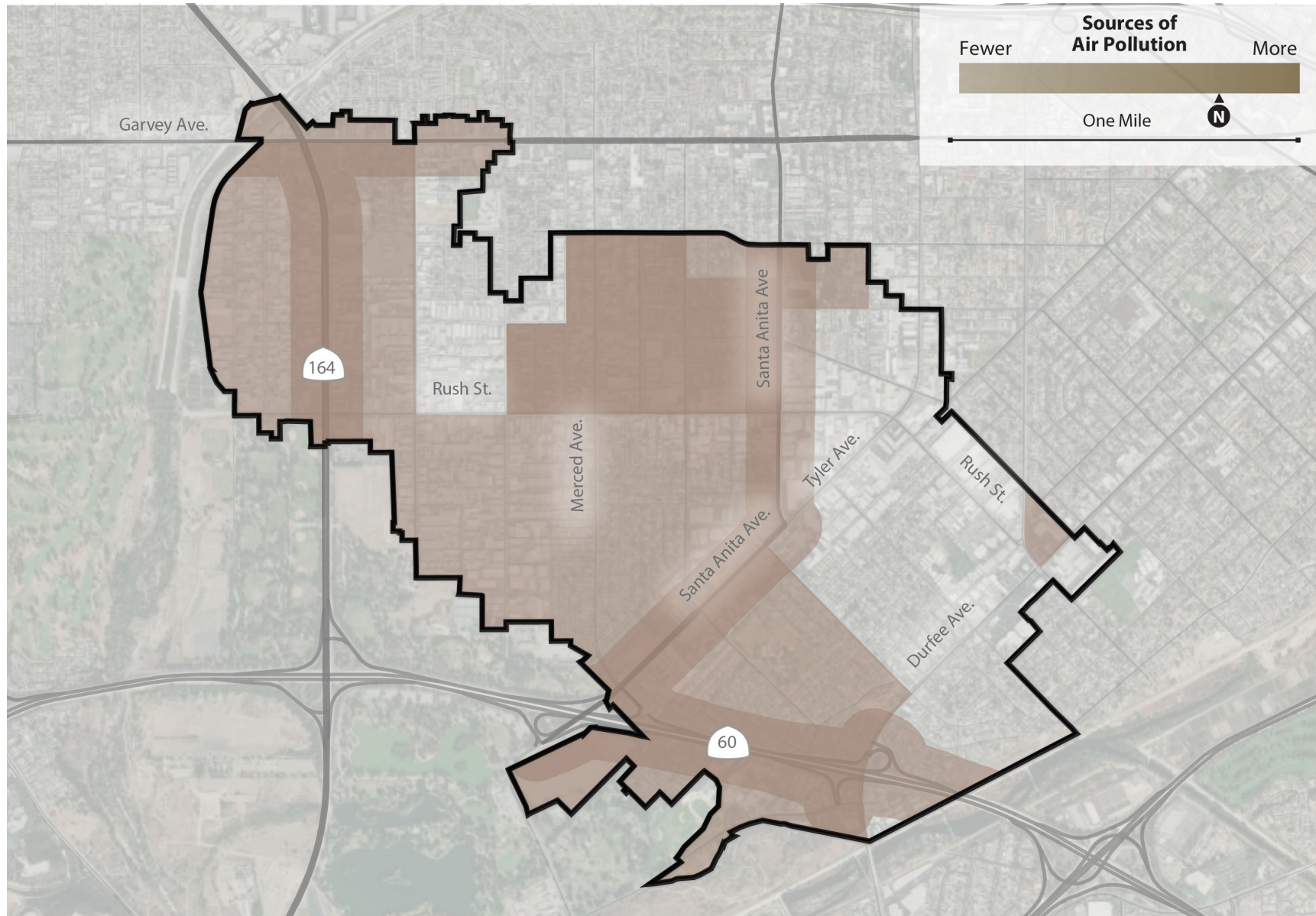
Fenceline communities are neighborhoods near sources of industrial pollution, such as ports, refineries, and major transportation routes.

17 Pope, C.A., 3rd, R.T. Burnett, M.J. Thun, E.E. Calle, D. Krewski, K. Ito, and G.D. Thurston. 2002. "Lung Cancer, Cardiopulmonary Mortality, and Long-Term Exposure to Fine Particulate Air Pollution." *JAMA* 287: 1132–1141.

18 CARB 2019.

19 Frumkin, H., L.D. Frank, and R.J. Jackson. 2004. *Urban Sprawl and Public Health: Designing, Planning, and Building for Healthy Communities*. Washington, DC: Island Press.

Figure PHS-9 Air Pollution



Source: Source: California Office of Environment Health Hazard Assessment, (2020). CalEnviroScreen. Retrieved July 09, 2020, from <https://oehha.ca.gov/calenviroscreen>. PHASC (Public Health Alliance of Southern California) and VCUCSH (Virginia Commonwealth University Center on Society and Health). "HPI Map." California Healthy Places Index. 2019. Accessed August 14, 2019. <https://healthy-placesindex.org/map/>.

Table PHS-7. Populations Vulnerable to Air Pollution

Population	Percent of Population		
	South El Monte	Los Angeles County	California
Children Under Five ¹	6.93	6.38	6.51
Outdoor Workers ²	9.28	5.44	6.93
Active Commuters ³	13.64	10.93	8.94
Asthma ⁴	53.78	52.21	51.95
Cardiovascular Disease ⁵	8.68	8.43	8.4

Source: Public Health Alliance. 2020. "The California Healthy Places Index." <https://map.healthyplacesindex.org/>.

Note: Higher populations are shown as worse in Table 4-7 specifically for vulnerability to air pollution, but these are not necessarily an overall "bad" trait for a community to have.

Legend: **Quartile 1 = Good**, **Quartile 2 = Moderate**, **Quartile 3 = Poor**, **Quartile 4 = Challenged**

¹ Percent of population younger than 5 years old

² Percent of people 16 and older who work outdoors

³ Percent of population who commute by walking, biking, or taking public transit

⁴ Asthma emergency department visits per 10,000 people

⁵ Heart attack emergency department visits per 10,000 people

How

The SCAQMD develops and adopts an Air Quality Management Plan every 3 years in compliance with Federal and State clean air standards. Primarily, Air Quality Management Plans provide municipalities with policy and program options to improve local and regional air quality. The City's General Plan Resources Element includes policies and programs to reduce vehicle miles traveled by more efficiently locating land uses.

When

South El Monte's levels of air pollution will increase as a result of climate change contributing to higher-than-average temperatures and longer warm seasons. Longer warm seasons can also contribute to longer pollen seasons, which can increase allergies and asthma episodes.²⁰ Higher temperatures associated with climate change can also lead to elevated ozone levels by causing a higher rate of chemical reactions in the air. This will likely have the greatest impact in the summer months when temperatures are highest. However, the future level of air pollution will also depend on State laws mandating standards such as fuel efficiency and potential electrification of cars and trucks. Regardless, the current air quality in Los Angeles County receives an "F" from the American Lung Association for high ozone days and particle pollution.²¹

20 Hall, A., N. Berg, and K. Reich. 2018. *Los Angeles Summary Report. California's Fourth Climate Change Assessment. University of California, Los Angeles. Publication number: SUM-CCCA4-2018-007.*

21 American Lung Association. 2020. *California State of the Air*. Accessed August 6, 2020. <http://www.stateoftheair.org/city-rankings/states/california/>.

Hazardous Materials

What

Hazardous materials are substances that can cause death, serious illness, or hazard to human health or the environment when they are not properly treated, stored, transported, or disposed of. Nearly all households and business have some amount of hazardous waste because many household substances are considered hazardous, including gasoline, refrigerants, paint, and some gardening supplies. Additionally, certain businesses, such as gas stations, car repair shops, and dry cleaners, generate greater amounts of hazardous waste. Hospitals, clinics, and laboratories generate medical waste, which can also be hazardous. Hazardous wastes are hazardous materials that no longer have practical use but have not yet been properly disposed of.

The Resource Conservation and Recovery Act (RCRA) is a Federal law that regulates hazardous waste to protect human health, conserve resources, and reduce or eliminate hazardous waste generation. The RCRA regulates hazardous waste from **cradle-to-grave**. Large-quantity generators (LQGs) are regulated through the RCRA because they generate more than 1,000 kilograms of hazardous waste per month or 1 kilogram of acutely hazardous waste per month. LQGs must comply with certain State-specified requirements regarding recordkeeping, reporting, labeling, exporting, and containers.²² Small-quantity generators generate more than 100 kilograms but less than 1,000 kilograms of hazardous waste and are also regulated through the RCRA. Transporters of RCRA-regulated waste are also regulated on their labeling, container standards, and recordkeeping. Lastly, treatment, storage, and disposal facilities (TSDs) must comply with recordkeeping, reporting, permitting, and other technical standards.²³

CRADLE-TO-GRAVE

A management approach that regulates generation, transportation, treatment, storage, and disposal.

Where

Hazardous materials and waste can be found anywhere as a result of improper disposal or storage, but sites with large concentrations of hazardous materials are catalogued by EnviroStor. EnviroStor is a

22 California Department of Toxic Substances. n.d. "Generators." Accessed March 17, 2021. <https://dtsc.ca.gov/generators/>.

23 EPA (U.S. Environmental Protection Agency). 2020a. Resource Conservation and Recovery ACT (RCRA) and Federal Facilities. December 8, 2020. Accessed March 17, 2021. <https://www.epa.gov/enforcement/resource-conservation-and-recovery-act-rcra-and-federal-facilities>.

data management program operated by the Department of Toxic Substances Control that is used to monitor, investigate, permit, and cleanup sites with known contaminants.

South El Monte contains 15 EnviroStor sites with hazardous materials that require cleanup. A majority of these sites line the major roadways of Rush Street and Tyler Avenue. Active hazardous waste cleanup sites can be seen in **Figure PHS-10**.

In addition to cleanup sites, the City contains active small-quantity generators, LQGs, TSDs, and transporters. Twenty LQGs are found across South El Monte, with a majority of them located in the more industrial portions of western South El Monte. Sixteen transporters are in South El Monte, with clusters occurring on Chico Avenue and near the intersection of Rush Street and Tyler Avenue. Sixteen TSDs are also found in South El Monte with no clear spatial concentrations.²⁴

Who

Although it is not good for anyone to be exposed to hazardous waste near their place of residence, people more vulnerable to toxic chemicals include infants and children. Infants and children have a greater pound-for-pound exposure, and less ability to detoxify and excrete these chemical toxins. Additionally, older adults and those with pre-existing conditions might be more vulnerable to toxic chemicals due to compromised immune systems.²⁵ Of the population in South El Monte, 6.93% are children younger than 5, which is slightly more than the State and Los Angeles County averages. The older population in South El Monte is 2% less than Los Angeles County and 3% less than the State, at only 9.73%.²⁶

How

The State and Federal government provide regulations regarding hazardous waste storage and transportation. In addition, the City's Municipal Code language states, "any person who intentionally or negligently causes the deposit of dangerous or hazardous materials on any city property including street or sidewalk, shall be liable for the payment of all costs incurred by the city necessary to clean up such materials" (Chapter 8.32, Hazardous Materials, Section 8.32.010, Depositing Dangerous Materials – Cleanup or Abatement – Liability). South El Monte is part of a group of cities that have Too Toxic to Trash events every month put on by the County of Los Angeles.

Extreme Heat

What

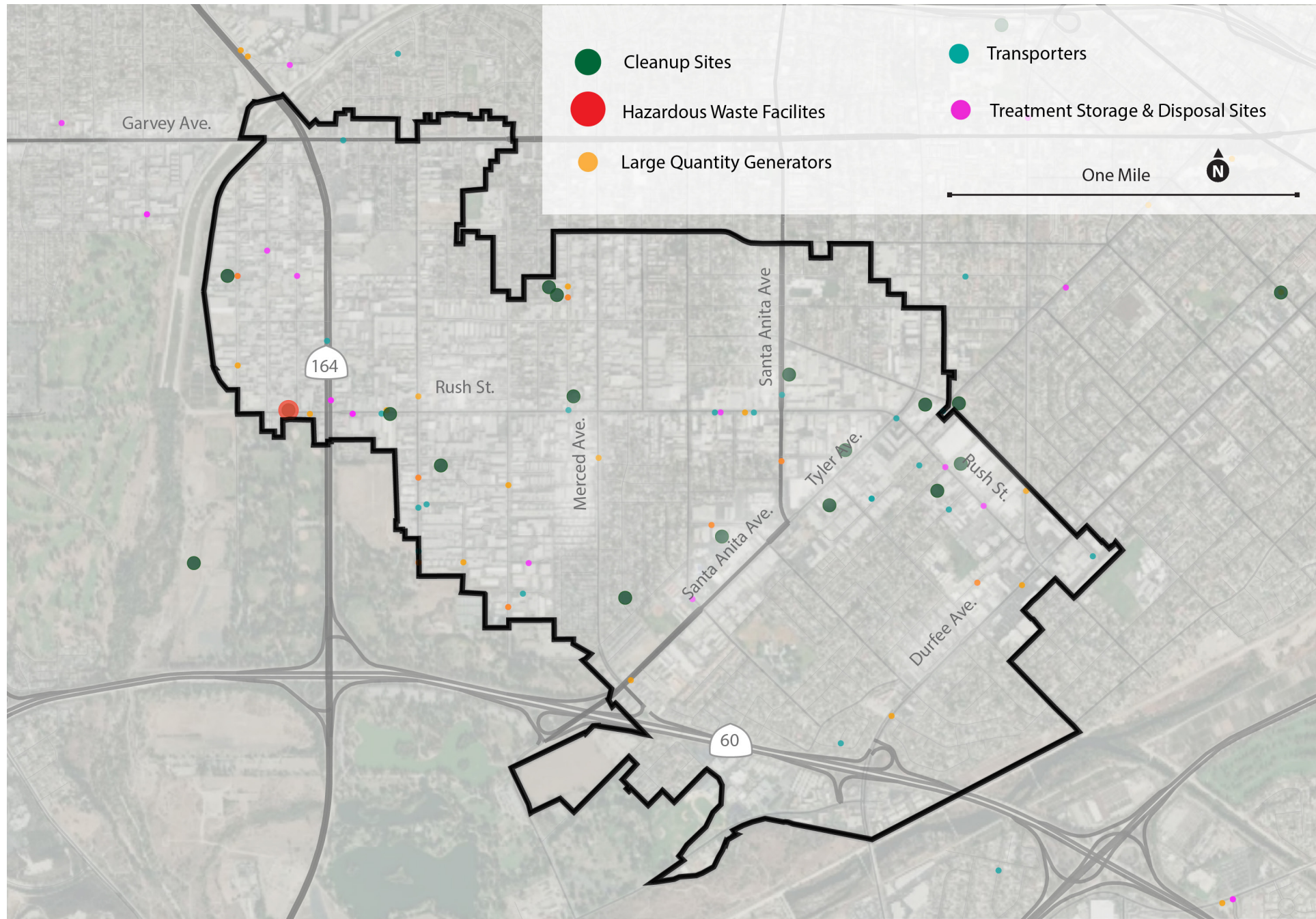
Extreme heat is defined as hot days, warm nights, or heat waves that can result in a heat-related illness and/or hospitalization. Extreme heat is measured differently depending on the location because communities become acclimatized to their historical environment. An extreme heat day

24 EPA. 2021. Geospatial Data Download. March 2021. <https://www.epa.gov/frs/geospatial-data-download-service>.

25 EPA. 2020b. "Exposure Assessment Tools by Lifestages and Populations - Highly Exposed or Other Susceptible Population Groups." Accessed August 19, 2020. <https://www.epa.gov/expobox/exposure-assessment-tools-lifestages-and-populations-highly-exposed-or-other-susceptible>.

26 Public Health Alliance. 2020. "The California Healthy Places Index." <https://map.healthyplacesindex.org/>.

Figure PHS-10 Hazardous Waste Cleanup Sites



Source: Source: California Office of Environment Health Hazard Assessment, (2020). CalEnviroScreen. Retrieved July 09, 2020, from <https://oehha.ca.gov/calenviroscreen.placesindex.org/map/>.

is one that is in the hottest 2% of days observed from 1960 through 1990. In South El Monte, an extreme heat event is a day hotter than 101°F.²⁷

When

Extreme heat typically occurs within South El Monte during the summer and early fall. Climate change is expected to increase the average temperature year-round, including the frequency of extreme heat days. Historically, South El Monte has had 4 extreme heat days per year; it is projected to experience 15 extreme heat days per year by 2050. Historically, the longest heat wave in a year lasts 2.7 days on average, but they are projected to increase to 4.2 days between 2020 and 2050.²⁸

Where

Heat waves and extreme heat days are exacerbated by the urban heat island effect. The urban heat island effect occurs when dark urban surfaces, such as roofs and roads, absorb heat and slowly release the heat over time. At night these surfaces slowly transfer heat to the air, creating warm nights, which do not allow people to cool off, making heat waves more dangerous.

The urban heat island effect inflates average annual urban air temperatures 1.8°F–5.4°F warmer than other areas. Heat islands also increase energy demand for air conditioning. The urban heat island effect is visualized in **Figure PHS-11**.

Due to the roles of dark urban surfaces and tree cover, the ambient temperature and experience of heat can change in a city block, making it difficult to accurately map communities in South El Monte that experience greater exposure to the urban heat island effect. In general, residential areas with larger lots, yard areas, and trees tend to be cooler than commercial areas with less shade and greenspace.

Who

Similarly to air pollution, people can be adversely affected by extreme heat if they have existing health conditions or spend increased time spent outdoors working, commuting, or playing. People who depend on walking, biking, or transit to get around; older adults; and young children are at risk for heat stroke. Specifically, residents in South El Monte are less likely to own a car and are more likely to walk, bike, or take public transportation to work than the average Los Angeles County resident. This means they often cannot avoid times outdoors during heat waves when doing important daily errands. In Los Angeles County as of 2009, approximately 66% of households had air conditioning.²⁹ Additionally, even if residents do have air conditioning available, they may not be able to afford to increase air conditioning usage during heat waves.

27 Cal-Adapt. 2021a. "Extreme Heat Days & Warm Nights." Accessed April 11, 2021. <https://cal-adapt.org/tools/extreme-heat/>.

28 Cal-Adapt 2021a.

29 California Energy Commission. 2009. Residential Appliance Saturation Survey. <https://www.energy.ca.gov/data-reports/surveys/2019-residential-appliance-saturation-study/2009-and-2003-residential-appliance>.

PHS-11 Urban Heat Island Effect

No Greenery

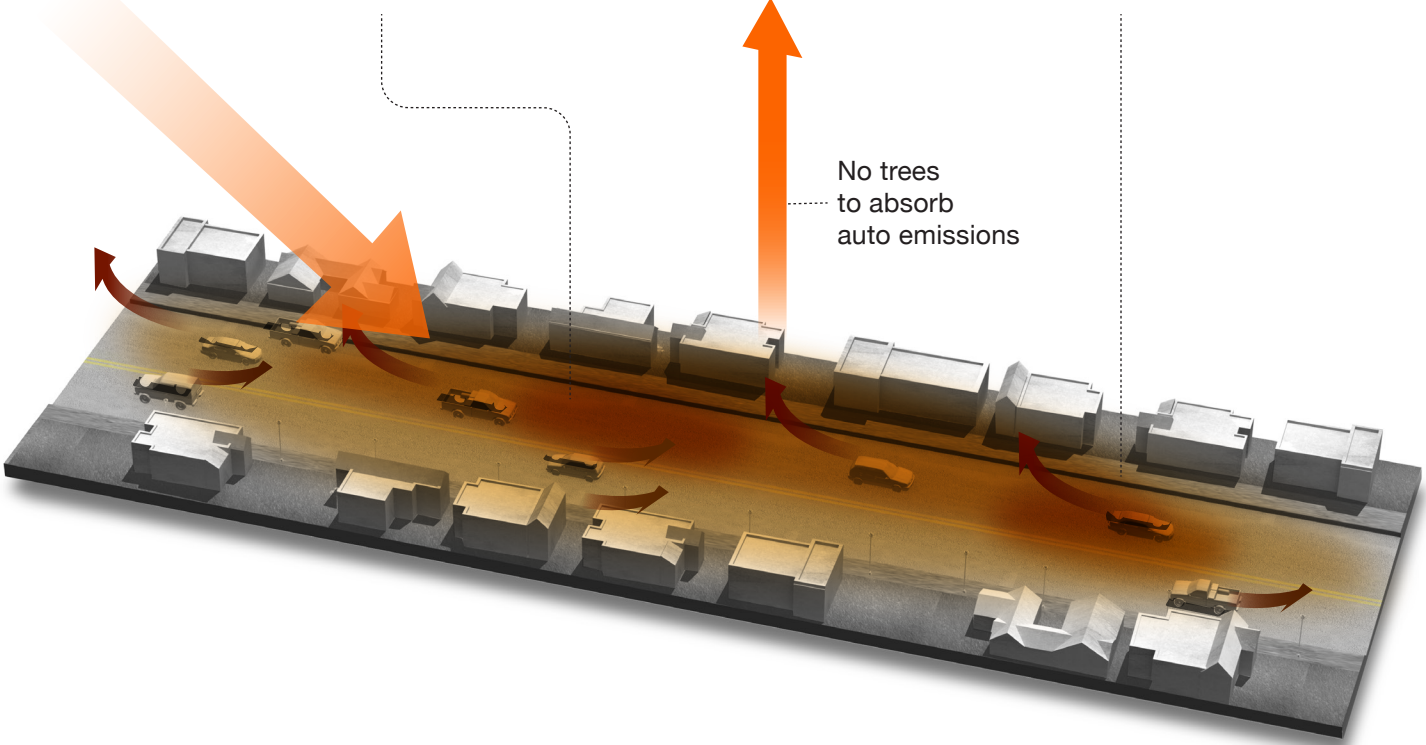
- 1

Solar energy is emitted by the sun.
- 2

Heat is absorbed and retained by dark, urban surfaces.
- 3

Heat is slowly emitted throughout the day and evening, increasing temperatures.
- 4

Increased temperatures discourage pedestrian traffic, negatively impacting local economy.



With Greenery

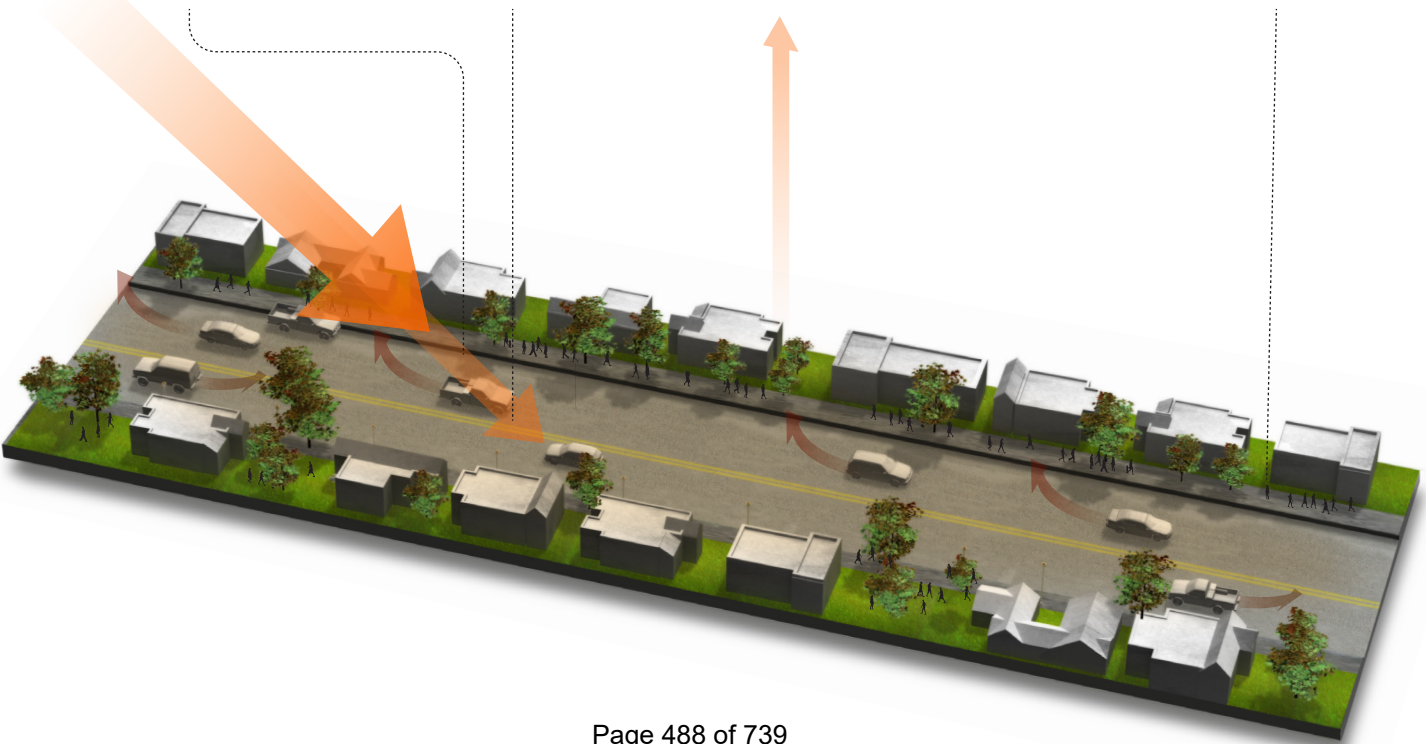
- 1

Solar energy emitted by the sun partially absorbed by trees.
- 2

Light surfaces absorb, retain less heat.
- 3

Auto emissions partially absorbed by trees.
- 4

Cleaner air, cooler weather creates a pedestrian-friendly environment positively impacting local businesses.



How

South El Monte uses its Senior Center and Library as cooling centers during extreme heat events. Cooling centers are free spaces where people can go to access air conditioning.

Emergency Events

Emergency events are natural hazards that happen suddenly and often cause evacuation or shelter-in-place orders. Emergency hazards are variable, but hazard zones have been developed to show where hazards are likely to occur in the future by studying historical events, landcover, climate, and topography. For the region, wildfires are expected to increase in size and frequency, and flooding events are forecasted to increase in intensity between 2020 and 2050.³⁰ This may mean that hazards will spread beyond their previous zones, and that large events that only occurred once in the 20th century may occur multiple times before 2050.³¹

Flooding and Extreme Storms

What

Flooding is caused by rainfall filling soil, rivers, and urban drainage basins to the point of overflow. More intense flooding can happen when rainfall occurs over a shorter period of time, even if there is less overall rain, because the soil does not have enough time to absorb the rainfall. Flooding most often occurs in low-lying areas near creeks and other waterways; this area adjacent to a river or stream is called the floodplain. Generally, the floodplain most often refers to the area that would be inundated by a 100-year flood, or a flood that has a 1% chance of occurring in any given year. The 500-year floodplain is the area that has a 0.2% chance of being flooded in any year. These estimates are based on historical observations, but flood events are projected to happen more frequently as climate change causes more intense rainfall. Increased **urbanization** can also contribute to flooding if development covers natural areas with **impervious surfaces**, leading to heightened levels of runoff. South El Monte is already built out, which allows for future redevelopment to actually benefit the City's ability to handle intense rainfall through increased vegetation and stormwater infrastructure.

URBANIZATION

Urbanization is an increased density of people becoming concentrated in small areas, creating cities. These dense areas are called urban areas, and historically have large amounts of gray infrastructure.

IMPERVIOUS SURFACES

Impervious surfaces, such as asphalt and concrete, hinder or completely prevent natural runoff of water and can cause water to pool in unwanted places.

³⁰ Hall et al. 2018.

³¹ Hall et al. 2018.

When

South El Monte receives the most rain in the winter months, but climate change may extend the flood hazard season.³² Climate change is also predicted to increase the number of annual extreme rain events, when large amounts of rain falls over a short period of time. In South El Monte, extreme rain events are when 1.31 inches of precipitation occurs in the span of 2 days. Historically, three extreme precipitation events occur on average every year in South El Monte. This average is expected to increase to four extreme precipitation events per year over the course of 2020–2050.³³ Extreme rain events often do not allow the rain to soak into the ground and can overwhelm stormwater infrastructure. With this increase in frequency of storms, the chance of a storm overwhelming the stormwater infrastructure and causing flooding in areas of South El Monte that had not flooded before is a possibility.

Where

Due to the human-made flood control systems in places surrounding the City, South El Monte does not have any areas considered a 100- or 500-year floodplain. The San Gabriel River and Rio Hondo, which run along the City limits to the south and west, are both channelized and buffered with trails and roads, which makes for low likelihood of overflowing and flooding any part of South El Monte. These two rivers converge on the Whittier Narrows Dam, a tall earthen dam that serves as a major flood control system for Los Angeles County, with a reservoir that can hold 67,060 acre-feet of water. It should be noted that the Whittier Narrows Dam was determined to be structurally unsafe in 2017, and its failure could cause flooding from Pico Rivera all the way to Long Beach.³⁴ However, this type of dam inundation is not expected to impact South El Monte residents or structures because it is upstream of the dam. Additionally, structural modifications are planned and have been approved for funding by Congress as of July 2020.³⁵

Locally some intersections, primarily along Rush Street, flood regularly during heavy rain events. These inundation events occur as a result of local streets redirecting rainwater before it soaks into the ground, even though these areas are outside of a flood hazard area.

Who

People can be more vulnerable to flooding due to factors such as social isolation caused by language barriers or physical disabilities, thereby causing evacuation challenges during a flood event. Language barriers are especially present in South El Monte, with 22.6% of households (more than 1,000 households) having limited English proficiency (see **Table PHS-8**). The majority (68%) of

32 Hall et al. 2018.

33 Cal-Adapt. 2021b. "Extreme Precipitation." Accessed April 11, 2021. <https://cal-adapt.org/tools/extreme-precipitation/>.

34 Sahagún, L. 2017. "U.S. Army Corps of Engineers says Whittier Narrows Dam is Unsafe and Could Trigger Catastrophic Flooding." *Los Angeles Times*. September 14, 2017. Accessed April 16, 2021. <https://www.latimes.com/local/california/la-me-whittier-narrows-dam-20170914-story.html>

35 Hydro Review Content Directors. 2020. "Corps Appropriations Bill Includes \$384.9 Million for Whittier Narrows Dam Safety Project." July 13, 2020. Accessed April 16, 2021. <https://www.hydroreview.com/dams-and-civil-structures/corps-appropriations-bill-includes-384-9-million-for-whittier-narrows-dam-safety-project/#gref>.

these households speak Spanish, with the remainder speaking Asian and Pacific Island languages. People with physical difficulties in South El Monte are roughly on par with the State and region.

Table PHS-8. Populations with Difficulty Evacuating

Evacuation Barrier	Percent of Population		
	South El Monte	Los Angeles County	California
Language Barriers ¹	22.6	12.7	8.9
Mobility Difficulty ²	6.4	5.7	5.8
Self-Care Difficulty ³	2.8	2.9	2.6

Sources: U.S. Census Bureau. 2019. 2019 ACS 5-Year Estimates: Disability Characteristics. Table S1810. U.S. Census Bureau. 2019. 2019 ACS 5-Year Estimates: Limited English Speaking Households. Table S1602.

1 Percent of population not proficient in English

2 Percent of people having serious difficulty walking or climbing stairs

3 Percent of people having difficulty bathing or dressing

Additionally, low-income renters often face increased challenges in recovering from flood events because they are less likely to have renter’s insurance and often face higher levels of displacement and homelessness if their residence is damaged during a flood event. Nearly two-thirds of residents within South El Monte are renters, compared to about one-half of Los Angeles County residents (see Table PHS-6), making them more vulnerable to flooding.³⁶

How

The City regularly clears storm drains and the curb and gutter system that lead to local lakes. These preventive measures can reduce urban flooding and water pollution.

Geologic Hazards

Geologic hazards are natural geologic processes with the ability to impact life, health, and property. Geologic and seismic hazards include landslides and slope instability, earthquakes, and liquefaction.

Landslides/Slope Instability

What

Landslides are a geological hazard caused by disturbances in the natural stability of a slope. Different types of landslides can have varying speeds and effects. Slower-moving landslides can cause gradual damage to structures and foundations. More rapid landslides, such as mudslides, can quickly destroy property and even threaten lives. This means that landslides must be planned for on multiple time scales.

36 Public Health Alliance 2020.

When

Landslides can be triggered by multiple factors, including drought, heavy rain, soil erosion, earthquakes, and/or human activities. The factors can be connected. For example, surface runoff may be intensified by paved roads and parking lots in urban areas due to the surface material's inability to naturally drain. This can cause a heavier load to be placed on potential landslide zones, amplifying the risk of a landslide event. Landslides are often unpredictable and pose a threat because of their capacity to occur without warning, which can quickly destroy structures and threaten lives.

Where

Historically, significant landslides have occurred in cities surrounding South El Monte, but there is no history of landslides in South El Monte itself.³⁷ No areas have been determined to be at high risk of landslides due to South El Monte's relatively flat nature.

Who

Those most vulnerable to landslides are people who have difficulty responding quickly to protect themselves. This may include members of the community who are socially isolated due to language barriers, or those unable to quickly respond to changing environments due to things like physical disabilities. In addition, those with difficulty paying for repairs, should they be necessary, are more vulnerable to landslides. Language barriers and low-income households are especially relevant for South El Monte.

How

As previously stated, landslides and slope instability are not expected in South El Monte. Proper engineering during project review phases continues to maintain this.

Earthquakes and Seismic Hazards

What

Earthquakes are sudden ground-shaking events caused by the release of pressure in the earth. This quick release of pressure poses a safety risk to people and structures due to the unpredictability of both magnitude and timing.

When

Earthquakes can occur with little to no warning. There are no U.S. Geological Survey–approved methods of predicting a major earthquake before the event occurs, and therefore earthquake events pose a major threat to structures and people. It is currently only possible to calculate the probability that a major earthquake event will occur in an area in a given number of years, making long-term earthquake forecasts unreliable and often incorrect. **Table PHS-9** presents the probabilities for

37 San Bernardino County. 2017. *Multi-Jurisdictional Hazard Mitigation Plan (San Bernardino County)*. July 13, 2017. Retrieved August 6, 2020. http://cms.sbcounty.gov/portals/58/Documents/Emergency_Services/Hazard-Mitigation-Plan.pdf.

earthquakes of different magnitudes to occur from 2014–2044 in the Los Angeles region.

Table PHS-9. Regional Earthquake Magnitude Likelihood

Magnitude (greater than or equal to)	Average Repeat Time (years)	30-Year Likelihood of One or More Events
5	1.4	100%
6	10	96%
6.7	40	60%
7	61	46%
7.5	109	31%
8	532	7%

Source: USGS (U.S. Geological Survey). 2015. UCERF3: A New Earthquake Forecast for California’s Complex Fault System. March 2015. <https://pubs.usgs.gov/fs/2015/3009/pdf/fs2015-3009.pdf>.

Where

The Alquist-Priolo Special Studies Zone Act of 1994 defines active faults and provides mapping resources to the public. Active faults are those that have ruptured in the last 11,000 years. Faults are identified by the U.S. Department of Conservation, and a zone (called an Alquist-Priolo Earthquake Fault Zone) is drawn around them to disallow certain development in order to prevent safety threats to occupants and the potential for repetitive structure loss. South El Monte does not contain any faults or fault zones within City limits.

The San Andreas Fault is a major fault that runs across much of California, and cuts through Los Angeles County approximately 30 miles east of South El Monte. This fault is capable of generating up to an 8.3 magnitude earthquake, which would cause significant ground shaking and have the potential for ground failures and structure damage.

In addition to the San Andreas Fault, there are hundreds of smaller faults in Los Angeles County. The closest active fault is the East Montebello Fault, which is about 1 mile east of City limits. Other nearby active faults include the Raymond Fault, approximately 5 miles to the north, and the Whittier Fault, approximately 3.5 miles south.

Who

Residents located in fault zones are at higher risk of their homes being damaged by earthquakes. There are no fault zones within City limits. Additionally, groups more vulnerable to earthquakes are those that have difficulty responding to the impacts of an earthquake. For example, lower-income homeowners, especially those who are housing burdened, may have difficulty paying for repairs. Homes and structures that were built before 1930 are most at risk of being damaged in a seismic

event because unreinforced masonry buildings were allowed until that year. Within South El Monte, 365 homes were built before 1939.³⁸

Peak Load Water Requirements

The City is a part of the San Gabriel Valley Water Company (San Gabriel Water Company) service area. San Gabriel Water Company's most recent water demand statistics report 32,846 acre-feet per year (equivalent to 29.3 million gallons of use per day). Future water demands are expected to increase over time, increasing by nearly 50% and reaching 48,604 acre-feet per year (43.4 million gallons per day) by 2040. Water demand is typically evaluated using three primary scenarios: average day demand, maximum day demand, and peak-hour demand. San Gabriel Water Company's water use statistics found that the Water Company's water use rate during 2015 was 109 gallons per-capita per day, with a projected increase to 142 gallons per-capita per day by 2020.³⁹

San Gabriel Water Company's existing water supply comes from a combination of groundwater pumped from the Main Basin and the Central Basin and recycled water. It is important to identify peak load water supply when discussing seismic risks because large seismic events have the potential to destroy or incapacitate the normal water supply. If a local earthquake occurs, local water piping would be at risk.

It is also important to mention trends surrounding water supply. Groundwater pumped from the Main Basin constitutes 90% of San Gabriel Water Company's total production, supplemented by 5% as groundwater pumped from the Central Basin and the final 5% from recycled water. Because climate change is projected to increase the frequency and severity of droughts, it is likely that water supplied by these sources will be reduced.

San Gabriel Water Company also has interconnections with other water agencies and sources that can serve as temporary emergency exchange opportunities in the event of a loss of water sources. These interconnections allow the water system to continue serving water during critical situations and local water supply shortages, which may follow earthquake events, fires, prolonged power outages, and droughts.

Liquefaction

What

Liquefaction is an event that can occur when soil is saturated with water and subject to a destabilizing force, such as an earthquake, resulting in the soil losing the ability to support its own weight. This event causes the soil to behave as a fluid, potentially destroying structures or infrastructure built upon it and threatening the safety of people in a liquefaction zone.

38 U.S. Census Bureau. 2019a. 2019 ACS 5-Year Estimates. Year Structure Built. Table B25034.

39 San Gabriel Valley Water Company Los Angeles County Division. 2017. *2015 Urban Water Management Plan*. https://www.sgvwater.com/wp-content/uploads/2018/09/Volume-I-FINAL-AMENDED_2015-UWMP_SGVWC_LACD.pdf.

When

Liquefaction generally occurs during significant earthquake activity, and has been a major cause of earthquake damage in Southern California in the past. The duration and magnitude of an earthquake are important factors in causing liquefaction; ground-shaking events continually build pressure in saturated soil, and if that pressure exceeds the bond between soil materials, it will collapse and behave as a liquid. Soils that are saturated and fine-grained, such as silt or sand, can be at risk of liquefaction due to the decreased amount of pressure required to destroy the bond in fine soil material.

Where

Liquefaction may damage structures on saturated, granular soils, such as silt or sand, during an earthquake. These geologic conditions are typical throughout South El Monte. Areas at risk of liquefaction due to soil composition and heightened exposure to runoff cover all of South El Monte.

Who

Older adults living alone and people with disabilities may be more prone to evacuation challenges during a liquefaction event. In South El Monte, populations with disabilities are relatively average compared to Los Angeles County and the State (refer to Table PHS-8). Approximately 3% of households in South El Monte are people older than 65 who live alone, which is on par with Los Angeles County and the State.⁴⁰

How

State statutes require cities to use liquefaction zones as part of the construction permitting process.⁴¹ South El Monte's Building Code adopted the Los Angeles County Building Code, which is consistent with the 2019 California Building Code. The City's Municipal Code also requires preliminary soil reports during the subdivision process. This allows the City and landowners to detect the presence of critically expansive soils or other problems that could lead to structural defects or environmental impacts. Further soil reports and geologic investigations can be required by the City Engineer or Building Official if conditions warrant.

Wildfires

What

Wildfires are most commonly caused by humans. Human-caused fires can result from electric transmission line malfunctions, campfires left unattended, the burning of debris, negligently discarded cigarettes, or intentional acts of arson.⁴² Lightning can also naturally cause wildfires. Wildfires are known to spread more quickly on dry, windy days, and move more easily in an uphill

40 U.S. Census Bureau. 2019b. "Selected Social Characteristics in the United States." ACS 5-Year Estimates. Table ID: DP02.

41 California Department of Conservation. 2019. "Seismic Hazards." <https://www.conservation.ca.gov/cgs/shp>.

42 National Park Service. 2021. "Wildfire Causes and Evaluations." <https://www.nps.gov/articles/wildfire-causes-and-evaluation.htm#:~:text=Nearly%2085%20percent%20of%20wildland,and%20intentional%20acts%20of%20arson.&text=Lightning%20is%20one%20of%20the%20two%20natural%20causes%20of%20fires>.

direction, particularly in areas with a higher density of dry vegetation. Wildfires are a natural and important part of the ecosystem, but can be destructive and deadly if they occur near more developed areas. Fires will become more intense and dangerous as a result of climate change.

When

Small fires should occur regularly in the Los Angeles region's natural chaparral landscape, but development into natural lands and years of fire suppression have created a dangerous buildup of fuel. Climate change is likely to intensify the fall fire season by extending the dry season further into the Santa Ana wind season, which drives most wildfires in the Los Angeles region.⁴³

Where

South El Monte is built out and bordered by cities to the north and east. To the south and west is Whittier Narrows, which is a large open space that can pose a fire risk to South El Monte, but none of South El Monte is considered to be a very high fire hazard severity zone. Freeways and urbanized areas create natural fire breaks, and it is unlikely that wildfire would spread into South El Monte; however, air pollution is likely to become hazardous from fires in adjacent wildland areas. The nearest fire hazard severity zones can be found east of South El Monte, across Interstate 605, covering an area called Hacienda Hills between Hacienda Heights and Whittier. The Hacienda Hills area is approximately 1 mile from City limits and has had more than twenty 100-plus-acre fires in the last 100 years. Only two wildfires have actually crossed into City limits in the past 100 years, and only three have occurred within 1 mile of South El Monte (see **Figure PHS-12**). There are no wildfire fire hazard severity zones within South El Monte.

Who

Similar to flooding, certain members of the community may be more vulnerable to wildfires due to social isolation as a result of language barriers, or physical disabilities leading to difficulty evacuating (see Table PHS-8). An inability to quickly evacuate is also affected by access to a car, which, for South El Monte, is lower than State averages.

Low-income renters may face increased challenges recovering from fire events because they are less likely to have renter's insurance and therefore may face higher levels of displacement and homelessness if their residence is damaged. Although the rate is lower than the region, 21.85% of the renters in South El Monte spend more than half of their income on rent, meaning these community members might have more difficulty recovering from a wildfire than most.

How

To protect residents and their property from wildfire, the City uses multiple policies within its General Plan and regulations within its Municipal Code. These policies include development review within fire hazard areas, fire safety standards within the Municipal Code, public education about wildfires, and enforcement of standards related to emergency water service and fire sprinklers. Vegetation maintenance along roadways is another aspect that impacts fire mitigation, evacuation, and

43 Hall et al. 2018.

emergency response. Roadway clearance is under the jurisdiction of the road owner, which in most cases is the City of South El Monte, but also includes the California Department of Transportation for State highways, such as State Route 60.

The City has adopted the California Fire Code as amended by the County of Los Angeles, which regulates fuel modification and defensible space regulations. The nearest fire safe council is located in Pasadena and is called the Meadows Fire Safe Council. This fire safe council assists with home hardening, homeowner inspections, volunteer fire fuel reductions, and native plant giveaways. There are no Community Wildfire Protection Plans for South El Monte or for areas near City limits.

Emergency Preparation and Response

Emergency preparation and response are important components in ensuring residents are ready for hazards and first responders can adequately serve residents in the event of a hazard. The State of California Emergency Plan and the Los Angeles County Operation Area Emergency Operations Plan inform actions taken during an emergency.

Preparedness

The City is committed to preparing and educating the community on emergency preparedness. It has partnered with the American Red Cross and the City of El Monte to create the Prepare El Monte/South El Monte Coalition. This partnership includes representatives from various organizations, including school districts and public safety agencies. This coalition offers first aid and CPR trainings, fire and earthquake safety trainings, and up-to-date information on hazards and risks that impact the community. The City also runs a sandbag program that helps to prepare properties for floods by offering sandbags at Fire Station 90. Sand is provided by the City, and sandbags are provided by the Los Angeles County Fire Department. This program is promoted on the City's website.

Response

The Los Angeles County Fire Department and Los Angeles County Sheriff's Department respond to small- and large-scale hazard events in South El Monte. Currently, the City's response capacity meets the needs of the community; however, hard-to-reach populations with functional and medical needs can still face challenges evacuating. Regarding mutual aid and coordination, South El Monte is located within California Office of Emergency Services Mutual Aid Region I and the Office of Emergency Services Southern Administrative Region.⁴⁴ The City also promotes on its website how people can report and have fixed various issues that are caused by hazards. Downed trees and large debris can be reported to the Public Works Department. Downed wires are considered emergencies and are reported by calling 9-1-1.

Emergency Response Facilities

Emergency response facilities are those activated during an emergency and used to respond to the

⁴⁴ California Office of Emergency Services. 2021. "Southern Region Operational Area Assignments." July 2021. https://www.caloes.ca.gov/RegionalOperationsSite/Documents/EMA_ESC_OA_Assignments_Southern.pdf.

hazard. The City contracts with the Los Angeles County Fire Department for fire protection and other fire-related services. In South El Monte, there is one fire station, Fire Station 90, centrally located at 10115 Rush Street, South El Monte, CA 91733. There is also the Greater El Monte Community Hospital near the center of South El Monte at 1701 Santa Anita Avenue, South El Monte, CA 91733. Each of these sites would be in use during a hazard event.

Critical Facilities

Critical facilities include infrastructure important to the regular functioning and emergency response services for a community. These can include schools, airports, or other major community assets. These assets need to be protected from hazards to ensure people can evacuate, find shelter, and recover from hazards. South El Monte’s critical facilities include the five schools within City limits. These facilities, as well as the emergency response facilities, are listed in **Table PHS-10**.

Table PHS-10. Emergency Response and Critical Assets in South El Monte

Asset Type	Asset Name	Potential Hazard to the Asset
Local and Regional Infrastructure	Fire Station 90	Liquefaction
Medical	Greater El Monte Community Hospital	Liquefaction
Schools	South El Monte High	Liquefaction
	New Temple Elementary School	Liquefaction
	Dean L Shively Middle School	Liquefaction
	Monte Vista Elementary School	Liquefaction
	Miramonte Elementary	Liquefaction

Non-Critical Public Facilities

Non-critical facilities are those that can be used during hazard recovery to gather resources, distribute information, or serve as shelters. These are flexible facilities that can be activated as needed during a hazard event. Non-critical facilities can also serve as cooling facilities that provide air condition during extreme heat events. Some of the City’s non-critical public facilities include South El Monte’s Community Center, Senior Center, and public library.

Evacuation Routes

In the event of an extreme fire, flood, or other circumstances, evacuation may be necessary. To keep residents safe, it is important to ensure that the routes used for evacuation are unobstructed and in good condition. Evacuation routes in South El Monte include State Route 60, Interstate 10, Interstate 605, Rosemead Boulevard, Garvey Avenue, Santa Anita Avenue, Durfee Avenue, Rush Street, and Peck Road. These evacuation routes are outside of flood, fire, landslide, and earthquake hazard zones, but are all within liquefaction hazard areas. If necessary, different routes can be activated to avoid hazards both inside and outside of South El Monte.

Findings

Public Health and Chronic Hazards

Based on the above analysis of each hazard, South El Monte's public health concerns were categorized into three categories from high to low priority: critical, important, and marginal. This was determined by comparing the relevant **vulnerable populations** and **built environment** and compared to the State. Each public health concern was assessed using unique and relevant vulnerable populations and built environment factors. Where there was a high proportion of vulnerable people in South El Monte and the relevant built environment factors scored low, that public health concern was ranked as a priority (see **Figure PHS-13**).

Critical

South El Monte's critical public health and chronic hazards are access to parks, safe and sanitary housing, extreme heat, and air pollution. These hazards rank critical because there is both a high number of vulnerable people and the built environment does not adequately address the hazard. Each is described in detail below.

Access to Parks

South El Monte residents face many health challenges compared to the State averages. This includes elevated rates of asthma, cardiovascular disease, low birth weight, diabetes, and obesity. Park access has a positive benefit on health outcomes. South El Monte has four parks, with a large regional park adjacent to South El Monte. Still, South El Monte has significantly fewer park acres per 1,000 residents than Los Angeles County. Additionally, when compared to Los Angeles County and the State, fewer South El Monte residents live within a half mile of a City park.¹ For these reasons, access to parks is a critical public health focus of this Public Health and Safety Element.

Air Pollution

Residents of South El Monte are exposed to chronic air pollution on a daily basis from adjacent freeways. Air pollution has long been an issue in the Los Angeles region, and the air pollution monitoring stations nearest to South El Monte reflect these challenges. In the

VULNERABLE POPULATIONS

Vulnerable populations are those people who are sensitive to a public health issue due to socio-economic or physiological concern. For example, households without cars are more sensitive to not having parks or grocery stores within walking distance, and older adults are more likely to be hospitalized from extreme heat.

BUILT ENVIRONMENT

The built environment is the physical parts of cities, including streets, parks, and homes.

¹ Public Health Alliance 2020.

past 3 years there have been exceedances of Federal and State standards for ozone and particulate matter. South El Monte residents are particularly vulnerable to poor air pollution because South El Monte is home to more children under the age of 5, outdoor workers, active commuters, people with asthma, and people with cardiovascular disease than Los Angeles County and the State, on average.² For these reasons, air pollution is a critical public health focus of this Public Health and Safety Element.

Extreme Heat

Individuals who have to be outside more, like outdoor workers and active commuters, are more exposed to extreme heat. South El Monte has a high number of outdoor workers and active commuters, making its residents at higher risk during heat waves.³ Additionally, South El Monte has a combination of **impervious surfaces** and lower than average tree cover, which can create an urban heat island effect. South El Monte is forecasted to experience nearly three times more extreme heat days by 2050 than currently, and, therefore, extreme heat is considered critical.⁴

IMPERVIOUS SURFACES

Impervious surfaces are non-natural urban surfaces, such as asphalt or concrete. These surfaces promote the urban heat island effect by absorbing heat and slowly releasing it. This is why it is cooler in a park – even outside of the shade – than a city street.

Important

South El Monte's important public health and chronic hazards are access to libraries and community centers, and safe and sanitary housing. These hazards rank important because there is either a high number of vulnerable people or the built environment does not adequately address the hazard. Each is described in detail below.

Libraries and Community Centers

All members of a community can benefit from having safe public spaces to gather, use free Wi-Fi, and access information, but this is especially true for low-income residents and those in over-crowded housing, both populations that are more common in South El Monte than Los Angeles County and the State. The existing community center and library are located next to each other, in the center of South El Monte. Although central location provides equal access across South El Monte, it is only within walking distance of 12% of residents and biking distance of 36% of residents. For these reasons, access to such facilities is considered important.

2 Public Health Alliance 2020.

3 Public Health Alliance 2020.

4 Cal-Adapt 2021a.

Safe and Sanitary Housing

Residents of South El Monte are much more likely to be renters than the average resident of Los Angeles County or the State. However, the rates of renters with severe housing cost burden are lower in South El Monte than Los Angeles County or the State.⁵ Of the households that are homeowners, cost burden is significantly higher than State averages. Additionally, South El Monte residents are more than twice as likely to experience **overcrowding** than the average Californian. Overcrowded households and renters are more likely to have health and safety issues with their housing situation. The City of South El Monte (City) is addressing these issues with multiple programs, as detailed in the Housing Element. For these reasons, safe and sanitary housing is considered important.

OVERCROWDING

Overcrowding is measured as more than one person per room. Uncrowded housing can improve mental health, including stress and depression; decrease the spread of communicable diseases; and improve children's wellbeing and educational outcomes.

Marginal

South El Monte's marginal public health and chronic hazards are access to healthy food, hazardous materials, public transportation, and safe walking and biking. These hazards rank marginal because South El Monte does not have vulnerable populations and the built environment addresses these concerns well. These concerns should not be ignored, however, and existing success should be celebrated and replicated throughout the community.

Access to Healthy Food

South El Monte residents are more likely to be diagnosed with obesity and diabetes than State averages.⁶ However, there is relatively good access to grocery stores in South El Monte. Residents in South El Monte who are lower income and have less access to cars are more concentrated around the majority of grocery stores. Many residents are within walking or biking distance of a grocery store. Those who live in Southern South El Monte and are farther from grocery stores are closer to the Earthworks Farm and Community Garden and the monthly food bank at the San Gabriel Valley Service Center. For these reasons, maintaining access to healthy food and ensuring it is affordable is considered marginal.

Hazardous Materials

There are no populations that are considered more or less vulnerable to hazardous materials, and therefore risk is assessed by how close

5 Public Health Alliance 2020.

6 Public Health Alliance 2020.

people live to cleanup sites and routes where hazardous materials are transported. There are multiple hazardous waste sites in or near South El Monte, the highest concentration of which is along Rush Street and Tyler Avenue. Therefore, hazardous materials are considered marginal.



Public Transportation

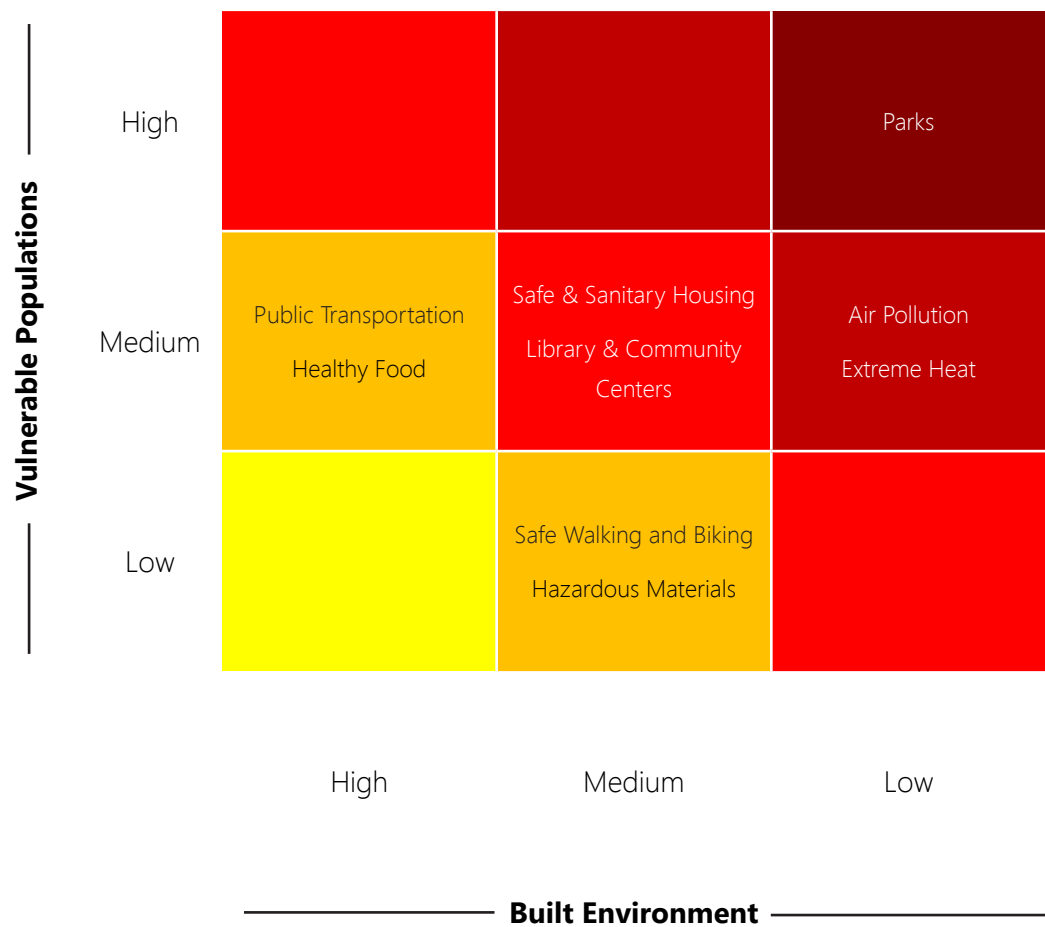
South El Monte's households have lower than average access to a personal vehicle and a high portion of active commuters. The majority of South El Monte residents live close to public transit, with 100% being within biking distance and 77% within walking distance.⁷ Due to these facts, this issue is considered marginal.

Safe Walking and Biking

South El Monte has a high proportion of residents who depend on walking and biking to get to work compared to the region and State. With this, they have slightly more pedestrian injuries than is average for the State, but a lower rate than Los Angeles County. Because of these reasons, safe walking and biking is considered marginal.

7 Public Health Alliance 2020.

Figure PHS-13. Public Health and Chronic Hazard Prioritization



Emergency Events

The findings for emergency events were broken apart from the public health and chronic hazards due to the sudden nature of emergency events, which presents unique concerns. Similar to the public health concerns, emergency events are still categorized as critical, important, and marginal. Categorization again considered the adaptive capacity of the City, but looked at the potential overall impact as the secondary factor. This still includes an assessment of vulnerable populations in the analysis, but assesses these events across all areas of hazard risk (see **Figure PHS-14**).

Critical

No emergency events are considered critical for South El Monte due to a lack of hazard risk areas within City limits.



Important

Seismic hazards may occur in South El Monte between 2020 and 2050. The City currently has relevant policies and programs to ensure that new development minimizes the risk from this hazard, but older infrastructure and buildings are vulnerable, causing seismic hazards to be considered important.

Seismic Hazards

Similar to many Southern California communities, an earthquake could occur in South El Monte at any time. There are no active faults within City limits, but there are two active faults within 5 miles of South El Monte. The San Andreas Fault is approximately 30 miles away. Additionally, more than 300 buildings in the City were built before 1939, near the time that unreinforced masonry buildings were banned. For these reasons, seismic hazards are considered important.

Marginal

Both flooding and wildfire are considered marginal hazards for South El Monte due to the City's lack of hazard risk areas, making the likelihood of either of these events occurring low.

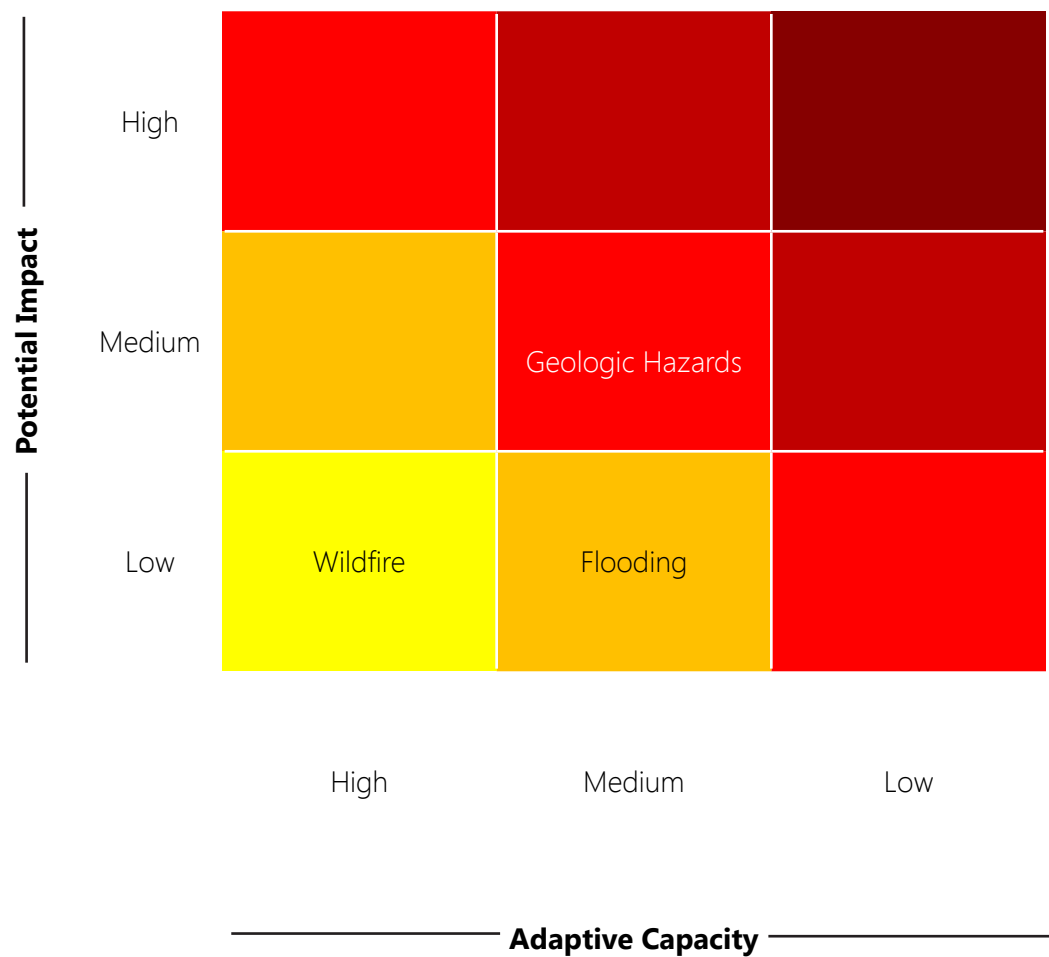
Flooding

No portion of South El Monte is within a 100- or 500-year flood zone. Although this is true, there may be small pockets of localized flooding. The City regularly clears debris from the stormwater system to further reduce the likelihood of flooding. For all these reasons, flooding is considered a marginal emergency event.

Wildfire

None of South El Monte is within a Very High Fire Hazard Severity Zone. In the past, fires have not been an issue for South El Monte, with only small overlaps into City limits from the Whittier Narrows Recreation Area. Still, the City follows State-required fire codes. For these reasons, wildfire is considered marginal as an emergency event for South El Monte.

Figure PHS-14. Emergency Events Prioritization



Goals, Policies, and Actions

Goal 1: **Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards.**

Policy 1.1: Adopt Policies and Standards for the Built Environment that Reduce Urban Heat Island.

Action 1.1a: Promote and support programs to weatherize and insulate residences.

Action 1.1b: Adopt cool roof standards, including incentives for “green roofs,” which allow for growing plants, stormwater retention, and reduced heat island effect.

Action 1.1c: Modify public construction standards to require light pigmentation in pavement materials in high-density areas with little shade.

Action 1.1d: Coordinate with local transit agencies to ensure all identified bus stops include shade structures and the adequate movement of air to safeguard the health and comfort of transit users due to the potential increase in high heat days.

Policy 1.2: Enforce Development Standards to Reduce Geologic Risk.

Action 1.2a: Establish an ordinance requiring the retrofit of unreinforced masonry buildings and the seismic reinforcement of buildings constructed prior to 1971 that are susceptible to damage in the event of an earthquake.

Action 1.2b: Require liquefaction studies to be prepared for new development proposed to be located in areas of South El Monte with high susceptibility to liquefaction hazards.

Action 1.2c: Work with owners of high-pressure gas lines to ensure that the lines are adequately safeguarded against rupture in the event of an earthquake.

Policy 1.3: Minimize Flooding Risks through Appropriate Siting and Protection of Structures and Occupants.

Action 1.3a: Strengthen the City of South El Monte’s Public Works Department Storm Patrol Program with safety and other necessary equipment and training.

Action 1.3b: Encourage Caltrans to identify bridges at risk from flood or earthquake hazards, identify enhancements, and implement projects needed to reduce the risks.

Policy 1.4: Implement Programs and Standards to Mitigate Fire Risk and Secondary Impacts.

Action 1.4a: Use the expertise of County of Los Angeles Fire Department personnel to review development proposals where fire hazards are of concern.

Action 1.4b: Inventory alternative firefighting water sources and encourage the development of additional sources.

Goal 2: **Promote a community safe from human-caused hazards.**

Policy 2.1: Reduce Localized Air Pollution Exposure Near Major Roads.

Action 2.1a: Update the Zoning Code to protect residential uses and park uses from the impacts of industrial and roadway pollution.

Action 2.1b: Designate truck routes away from residential neighborhoods and other sensitive uses.

Action 2.1c: Use landscaping and other buffers to separate existing sensitive uses from rail lines, heavy industrial facilities, and other emissions sources.

Policy 2.2: Promote a Healthy Urban Forest.

Action 2.2a: Update the Landscape Ordinance to incentivize the preservation or replacement of mature trees.

Action 2.2b: Develop a new street tree species palette that prioritizes trees based on having low water needs and adaptability to climate change and future environmental conditions.

Action 2.2c: Identify grant funding to develop a program to install additional street trees or provide canopy trees to residents for planting.

Action 2.2d: Update the Landscape Ordinance to require shade trees from an approved street tree list in surface parking lots for all new developments.

Policy 2.3: Limit the Potential Hazards from the Transportation and Disposal of Hazardous Waste.

Action 2.3a: Maintain programs that require the periodic inspection of businesses that use, store, or manufacture flammable and/or explosive materials.

Action 2.3b: Cooperate with responsible Federal, State, and County of Los Angeles agencies to reduce the risk from the use and transport of hazardous materials.

Action 2.3c: Continue to contract with the County of Los Angeles for services provided by the Hazardous Materials Response Team.

Policy 2.4: Support Remediation and Pollution Prevention Efforts that Arise from Industrial, Roadway, and Household Sources.

Action 2.4a: Work toward the gradual removal of nonconforming residential uses from industrial zones.

Action 2.4b: Identify and secure internal and external funding, and as feasible, leverage existing community resources by brokering public, private, and nonprofit partnerships to expedite the identification, acquisition, and remediation of contaminated lands suitable for community revitalization purposes.

Action 2.4c: Limit diesel truck idling, including construction and transit vehicles, within 100 feet of schools, parks, and residences.

Action 2.4d: Require air pollution point sources to be located at safe distances from sensitive sites such as homes and schools.

Goal 3: Build social cohesion and increase preparedness and public health through community collaboration.

Policy 3.1: Create Culturally Appropriate Hazard Preparation and Education.

Action 3.1a: Convene and regularly train neighborhood-based emergency response teams (e.g., Community Emergency Response Team [CERT]), and explore incorporating climate change response and recovery. Use the City of South El Monte's website, social media, and other paths (e.g., places of worship, community groups) to ensure CERT recruiting includes a diverse set of community members and leaders.

Action 3.1b: Grow partnerships between the public, private, and nonprofit sectors to provide critical services to vulnerable residents in times of crisis.

Policy 3.2: Support Equitable and Inclusive Opportunities to Build Capacity and Leadership Skills for Residents and Organizations through Continued Civic Engagement.

Action 3.2a: Provide written notices and other announcements regarding key land use and development issues in all relevant languages, as feasible.

Action 3.2b: Specifically invite a diverse range of people, including youth, to become board, commission, and task force members as openings occur.

Goal 4: Strengthen regional systems and fortify critical infrastructure.

Policy 4.1: Maintain and Repair the Community's Infrastructure to Minimize the Potential for System Failure Because of a Disaster.

Action 4.1a: Identify surface water drainage obstructions for all parts of South El Monte.

Action 4.1b: Prioritize retrofits of buildings of critical facilities used during hazard response.

Action 4.1c: Encourage flood-proofing of critical facilities that flood regularly or must be built in areas susceptible of flooding. Improve intersections around critical facilities to ensure vehicles can access the facility during a flood event.

Policy 4.2: Advance Seismic Safety, Prioritizing the Most Vulnerable Buildings, Infrastructure, and Systems.

Action 4.2a: Continue to work closely with SoCalGas on its First Responders Program, which includes its annual natural gas safety training and training materials showing how cities can safely respond to natural gas incidents and work collaboratively with SoCalGas during emergencies.

Action 4.2b: Seek funding to conduct seismic strength evaluations of critical and essential facilities in South El Monte to identify vulnerabilities for mitigation of public infrastructure and critical facilities to meet current seismic standards.

Action 4.2c: Integrate new earthquake hazard mapping data for the City of South El Monte and improve technical analysis of earthquake hazards.

Goal 5: Design emergency response to serve a range of community needs.

Policy 5.1: Strengthen Emergency Services Preparedness and Response.

Action 5.1a: Review the City of South El Monte's contract with the Los Angeles County Fire Department annually to ensure that adequate fire protection services are provided.

Action 5.1b: Ensure the Emergency Operations Center has adequate capacity to respond to hazard events.

Action 5.1c: Establish a secondary or back-up local Emergency Operations Center that can function in the event of damage to the City's primary Emergency Operations Center.

Action 5.1d: Include provisions for populations and communities with special needs and with low rates of automobile ownership in evacuation plans.

Policy 5.2: Create Resilience Centers Throughout South El Monte.

Action 5.2a: Back-Up Power. Continue to ensure that critical City of South El Monte facilities have back-up energy sources, such as battery storage. Prioritize clean energy sources, such as solar, where feasible.

Action 5.2b: Refrigeration. Install refrigerators at resilience centers, such as existing cooling centers and emergency shelter locations, to provide storage for medication in black-out and other hazard events.

Action 5.2c: Audit Emergency Childcare. Work with non-profit organizations, such as the Red

Cross, to offer emergency childcare for frontline workers in the event that schools are closed in a hazard event.

Action 5.2d: Food Distribution. Work with local food banks to distribute food and pop-up food pantries during hazard events.

Action 5.2e: Advertise Regional Programs. Include information on regional assistance programs in appropriate languages during a hazard event.

Goal 6: Provide public facilities that promote health and hazard preparedness.

Policy 6.1: Improve the Health and Well-Being of All Ages through Improvements in Mobility.

Action 6.1a: Consider the development and implementation of Bicycle and Pedestrian Safety Guidelines that also include streetscape standards that emphasize pedestrian and cyclist safety (e.g., lighting, trees, greenery, traffic-calming measures).

Action 6.1b: Prioritize safety improvements and maintenance on walking and biking routes to public facilities.

Policy 6.2: Increase Access to Open Space.

Action 6.2a: Improve existing park quality by providing amenities and programs for play, exercise, and enhanced safety. Prioritize efforts that should be deployed quickly in under-parked communities.

Action 6.2b: Pursue funding for recreational development through capital improvement programs and State grants.

Action 6.2c: Promote the use of vacant land within developed neighborhoods for temporary recreational use, with maintenance provided by neighborhood residents and businesses.

Policy 6.3: Ensure Public Spaces Feel Safe to Use During the Day and Night for Everyday Play, Family Gatherings, and Community Events.

Action 6.3a: Use the principles of Crime Prevention Through Environmental Design (CPTED) during the review of development projects.

Action 6.3b: Address both actual and perceived safety concerns that create barriers to physical activity by requiring adequate lighting, street visibility, and defensible space in walking and biking routes to public facilities, public transit, and other important community spaces.

Action 6.3c: Promote park and facility design that discourages vandalism, deters crime, provides natural surveillance, and creates a safe and comfortable environment.

Goal 7: Ensure safe, equitable, and efficient recovery.

Policy 7.1: Expand Workforce Preparedness Training Opportunities and Programs to Quickly Restore Essential City Services after a Major Shock.

Action 7.1a: Adopt emergency land-use tools to address displacement and redevelopment in advance of a major earthquake or other catastrophic event.

Action 7.1b: Establish post-disaster restoration targets for critical infrastructure.

Action 7.1c: Establish neighborhood-based, short- and long-term post-disaster housing plans.

Policy 7.2: Protect and Preserve Natural, Cultural, and Economic Resources in Hazard Mitigation and Recovery Planning.

Action 7.2a: Assess and implement recommended actions to ensure historic, cultural, and other significant (e.g., high-occupancy) facilities/locations are safe from and will be preserved after major events.

Action 7.2b: Ensure that vital records are regularly backed up on a cloud-based system to retain necessary information and expedite the recovery process in the event of a hazard destruction of City property.

Goal 8: Ensure access to healthy food.

Policy 8.1: Promote Urban Agriculture.

Action 8.1a: Ensure that residents are permitted to grow fruits and vegetables in their yards, so long as there are not significant negative impacts to adjacent property owners.

Action 8.1b: Identify properties, vacant and developed, that are suitable for community gardens, and work with landowners to determine interest and availability.

Policy 8.2: Support the Promotion of Healthy Food and Food Assistance Programs.

Action 8.2a: Address whether zoning allows providers of fresh produce (grocery stores, farmer's markets, produce stands) to locate within three-quarters of a mile of all residences in South El Monte.

Action 8.2b: Encourage the development of healthy food establishments in areas with a high concentration of fast-food establishments, convenience stores, and liquor stores. For example, through updated zoning regulations, tailor use requirements to encourage quality, sit-down restaurants in areas that lack them.



DUDEK

ATTACHMENT E

INITIAL STUDY/NEGATIVE DECLARATION

CITY OF SOUTH EL MONTE GENERAL PLAN AMENDMENT: HOUSING ELEMENT AND PUBLIC HEALTH AND SAFETY ELEMENT UPDATES

Prepared for:

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AUGUST 2021

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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
ADU	Accessory Dwelling Unit
AMI	Area Median Income
BMP	Best Management Practice
CBC	California Building Code
CDBG	Community Development Block Grant
CEQA	California Environmental Quality Act
City	City of South El Monte
DACs	Disadvantaged Communities
EIR	Environmental Impact Report
FAR	Floor Area Ratio
GHG	Greenhouse Gas
GPA	General Plan Amendment
HCD	Housing and Community Development
HFHSZ	High Fire Hazard Severity Zone
IS	Initial Study
JADU	Junior Accessory Dwelling Unit
M-U	Mixed-Use Overlay Zone
ND	Negative Declaration
NPDES	National Pollution Discharge Elimination System
RHNA	Regional Housing Needs Assessment
SCAG	Southern California Association of Governments
SB 1000	Senate Bill 1000
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
SWPPP	Stormwater Pollution Prevention Plans
TDSP	Transit District Specific Plan

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1 Introduction

1.1 Project Overview

The purpose of the proposed project is to provide updates to the Housing Element and the Safety Element of the City of South El Monte's (City's) General Plan. The City's General Plan, which was adopted in 2000, provides the policy framework for the long-range planning of physical development in the community. The City's General Plan consists of the following elements: 1) Land Use, 2) Economic Development, 3) Circulation, 4) Housing, 5) Public Safety, and 6) Resources. This project involves an amendment to the General Plan in order to adopt, as required by State Law, an updated Housing Element as well as to update the Public Safety Element through the adoption of a new Public Health and Safety Element. The Housing Element of the General Plan is intended to address the comprehensive housing needs of the City. State law requires jurisdictions to update their Housing Elements every eight years to outline their existing and projected housing needs, to discuss barriers to providing that housing, and to propose actions to address housing needs and barriers. The Public Health and Safety Element of the General Plan combines two state-required elements: the Safety Element and the Environmental Justice Element. The intent of the Public Health and Safety Element is to prioritize actions that address the greatest health risks to the City and its residents over the next 20 years. It guides how the City is designed, regulated, and built to ensure that people can access healthy food and places to play, that the air is clean, and that hazards will not impact important buildings and services. The Public Health and Safety Element also identifies and prioritizes the needs of disadvantaged communities (DACs) to address compounding health concerns.

1.2 California Environmental Quality Act Compliance

The California Environmental Quality Act (CEQA), a statewide environmental law described in California Public Resources Code, Sections 21000–21177, applies to most public agency decisions to carry out, authorize, or approve actions that have the potential to adversely affect the environment. The overarching goal of CEQA is to protect the physical environment. To achieve that goal, CEQA requires that public agencies identify the environmental consequences of their discretionary actions and consider alternatives and mitigation measures that could avoid or reduce significant adverse impacts when avoidance or reduction is feasible. It also gives other public agencies and the public an opportunity to comment on the information. If significant adverse impacts cannot be avoided, reduced, or mitigated to below a level of significance, the public agency is required to prepare an environmental impact report (EIR) and balance the project's environmental concerns with other goals and benefits in a statement of overriding considerations.

The City's Community Development Department directed and supervised the preparation of this Initial Study (IS)/Negative Declaration (ND). Although prepared with assistance from the consulting firm Dudek, the content contained within and the conclusions drawn by this IS/ND reflect the independent judgment of the City.

1.3 Initial Study Checklist

Dudek, under the City's guidance, prepared the project's Environmental Checklist (i.e., IS) per CEQA Guidelines Sections 15063–15065. The CEQA Guidelines include a suggested checklist to indicate whether a project would have an adverse impact on the environment. The checklist is found in Section 3 of this document. Following the

Environmental Checklist, Sections 3.1 through 3.21 include an explanation and discussion of each significance determination made in the checklist for the project.

For this IS/ND, the following four possible responses to each individual environmental issue area are included in the checklist:

1. Potentially Significant Impact
2. Less-than-Significant Impact with Mitigation Incorporated
3. Less-than-Significant Impact
4. No Impact

The checklist and accompanying explanation of checklist responses provide the information and analysis necessary to assess relative environmental impacts of the project. In doing so, the City will determine the extent of additional environmental review, if any, for the project.

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2 Project Description

The project proposes an amendment to the City of South El Monte's (City's) General Plan. The City's General Plan serves as the policy framework for the long-range planning of physical development in the community. The City's General Plan, which was adopted in 2000, consists of the following elements: 1) Land Use, 2) Economic Development, 3) Circulation, 4) Housing, 5) Public Safety, and 6) Resources. Under the proposed project, the General Plan would be amended with updates to the Housing Element and a new Public Health and Safety Element, as detailed below.

2.1 Housing Element Update

Background

Since 1969, the State of California has required all local governments to adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan." The law mandating that housing be included as an element of each jurisdiction's general plan is known as "housing-element law."

The proposed 2021-2029 Housing Element represents the City's effort in fulfilling the requirements under State Housing Element law. The California State Legislature has identified the attainment of a decent home and suitable living environment for every Californian as the State's major housing goal. Recognizing the important role of local planning and housing programs in the pursuit of this goal, the Legislature has mandated that all cities and counties prepare a housing element as part of the comprehensive General Plan.

Pursuant to State law, the Housing Element must be updated periodically according to statutory deadlines. The proposed Housing Element covers the planning period of October 15, 2021 to October 15, 2029.

State Law requires that the Housing Element include the following components:

- An evaluation of the efficacy of the previous Housing Element's progress in plan implementation and appropriateness of the goals, policies, and programs.
- An analysis of the City's population, household, and employment base, and the characteristics of the housing stock.
- A summary of the present and projected housing needs of the City's households.
- A review of potential constraints to meeting the City's identified housing needs.
- An evaluation of Fair Housing to identify disproportionate housing needs.
- A statement of the Housing Plan to address the identified housing needs, including housing goals, policies, objectives, and programs.

The Housing Element is being updated at this time in conformance with the 2021-2029 update cycle for jurisdictions in the Southern California Association of Governments (SCAG) region. The Housing Element builds upon the other General Plan elements and is consistent with the policies set forth by the General Plan, as amended. As portions of the General Plan are amended in the future, the Plan (including the Housing Element) will be reviewed to ensure that internal consistency is maintained.

The City also recognizes that recent changes to State laws require the updating of various elements of the General Plan, upon update of the Housing Element, to address the following issues related to environmental justice, flood hazards and flood management, fire hazards, sea level rises, and other climate change-related issues.

This 2021-2029 Housing Element update is coordinated with updates to these other elements of the General Plan to ensure consistency in policy frameworks, and efficient and comprehensive outreach efforts.

Regional Housing Needs Assessment (RHNA)

The California Department of Housing and Community Development (HCD) is required to prepare a Regional Housing Needs Assessment (RHNA) for each Council of Governments in the State that identifies projected housing units needed for all economic segments based on Department of Finance population estimates. The Southern California Association of Governments (SCAG) is the Council of Governments for the Los Angeles County (as well as Ventura, Riverside, Orange, San Bernardino, and Imperial Counties) and allocates to the six counties and 191 cities and the unincorporated county areas their fair share of the total RHNA housing needed for each income category. Each local government must demonstrate that it has planned to accommodate all of its regional housing need allocation in its Housing Element. The City has been assigned a RHNA of 577 units for the 2021–2029 Housing Element, broken down as follows: 131 very-low income units, 64 low income units, 70 moderate income units, and 312 above-moderate income units. To accommodate the 577 units, the City prepared an Adequate Sites Analysis and Inventory which identifies vacant sites that could be developed with dwelling units, underutilized sites that could be redeveloped to include more dwelling units, development that is currently underway, which counts towards the City's housing need; details the expected number of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) that could be developed within the planning period. The Adequate Sites Analysis also breaks down the methodology by which realistic development capacity was determined and summarizes the approach utilized for the identification of sites selected for rezoning. Based on the results of the Adequate Sites Analysis, the City has an adequate supply of land to accommodate the City's housing allocation of 195 lower-income units and 312 above-moderate income units. However, to guarantee that the City can accommodate the allocation of 70 moderate-income units and to guarantee that the City has sufficient capacity throughout the planning period, the City has identified policies and programs to rezone portions of land within Manufacturing zones.

RHNA Approach

State law requires that jurisdictions demonstrate in the Housing Element that the land inventory is adequate to accommodate that jurisdiction's share of the regional growth. The development of the sites inventory started with the vacant and non-vacant sites that were identified by the City based on staff knowledge of existing conditions and development interests expressed by property owners and developers. Then a series of GIS analyses were conducted to identify additional vacant and non-vacant sites in the City within the land use categories that can accommodate housing (i.e., Agriculture, Low Density Residential, Medium Density Residential, High Density Residential, and Mixed Use) using data from SCAG and County Assessor's Office and criteria that demonstrate feasibility for redevelopment.

Vacant Sites

The City consists of approximately 1,800 total acres and is almost entirely built-out, leaving little to no flexibility for the development of housing on vacant sites. Parcel data revealed that nine total parcels in South El Monte are vacant. However, upon closer inspection, the majority of these sites are not available for any type of development. One of the sites is an irregularly shaped parcel wedged between the Rubio Wash and Rosemead Boulevard overpass near Garvey Avenue. Another site is currently the Municipal Athletic Federation Sports Field with a flow easement

that prevents overnight uses. A group of parcels classified as vacant by the assessor data was occupied by existing uses that were unlikely to redevelop during the planning period. The two remaining vacant parcels were found to be vacant and suitable for residential development. These two parcels are adjacent and can be consolidated into one site. Based on the availability vacant and developable land, approximately 16 lower-income units could be accommodated.

Underutilized Sites

The Adequate Sites Analysis then identified underutilized sites that could be redeveloped to include additional housing. Since the City is almost entirely built-out, determining which non-vacant sites are underutilized and have the strongest potential for redevelopment can help identify ideal areas for accommodating new housing through redevelopment. Opportunities for redevelopment to higher densities in the City exist primarily on sites within the City's Commercial-Residential (C-R) Zone and Multiple Residential (R-3) Zone where the zoning is more permissive than what is built and the current use is likely to redevelop when paired with the programs of the Housing Element. While existing uses on nonvacant sites are an impediment to development, underutilized sites are identified through thorough and selective criteria to determine which existing uses are most likely to redevelop when paired with the right zoning designation, regulations, and policies. The methodology for identifying and prioritizing underutilized sites was based on the following factors:

- Building Age - Buildings built prior to 1975 (most sites identified are more than 50 years old)
- Under Valued - An assessed improvement to land value ratio less than 1
- Site Size - Parcel greater than 0.5 acres or less than 10 acres, or smaller parcels with the potential for lot consolidation resulting in a site greater than 0.5 acres

Because of the recent higher-density multi-family development occurring within the City's C-R zone, 10 sites within the C-R zone have been identified as being underutilized and having the potential to redevelop residential uses or more-intensive residential uses at densities appropriate to accommodate the regional housing need (by income) within the planning period. The sites consist of multiple contiguous parcels, all of which are along the Garvey Avenue mixed-use corridor. Although a large portion of the City is zoned for manufacturing, a majority of Garvey Avenue is adjacent to existing residential uses, which would promote furthering fair housing by identifying sites that could integrate with the existing community. Therefore, the sites would have the same access to resources, amenities, and opportunities as the existing residents. Based on the results included in the Adequate Sites Analysis, a maximum of 853 units could be constructed on up to 8.15 acres of underutilized land in C-R zones; however, the more realistic capacity would be 163 units.

Within the R-3 zone, using the 80% of maximum density assumption, the underutilized site's realistic capacities in the R-3 zone were calculated at 13 dwelling units per acre. Based off these density assumptions and their existing residential uses, they were identified as moderate-income units. However, only net-new units were ultimately accounted for toward accommodating the City's moderate-income RHNA. Based on the results included in the Adequate Sites Analysis, a maximum of 64 units could be constructed on up to 4.1 acres of underutilized land in R-3 zones; however, the more realistic capacity would be 53 units.

Accessory Dwelling Units and Junior Accessory Dwelling Units

The Housing Element may satisfy its RHNA requirement through methods alternative to the identification of sites. One such methodology is through an analysis of the expected number of accessory dwelling units (ADUs) and junior

accessory dwelling units (JADUs) to be developed within the planning period. The number of ADUs and JADUs that can be credited toward potential development must be based on the following factors:

- ADU and JADU development trends since January 2018.
- Community need and demand for ADUs and JADUs.
- Resources and incentives available to encourage their development.
- The availability of ADUs and JADUs for occupancy.
- The anticipated affordability of ADUs and JADUs.

The Adequate Sites Analysis used the trends in ADU construction since January 2018 to estimate new production, which average 7 ADUs per year. However, this only accounts for the effect of new laws without local incentives, such as the ADU program identified as part of the Housing Element. Based on the local incentives and ADU and JADU trends since January 2018, a conservative estimate of the number of units to be produced under this approach is 8 units each year during the planning period (2021–2029), for a total of 64 units.

Current Development

Several development projects in the pipeline are seeking entitlements or actively pursuing construction, or have prospective development expected to be built within the planning period. As of June 2021, there were an estimated 367 housing units in the pipeline that are counted toward meeting the 6th Cycle RHNA. There are 22 units in the pipeline that will provide affordable housing for lower-income households. These lower-income units are expected to be built in three mixed-income housing projects. The remaining 345 units in the pipeline are expected to be above-moderate income units.

- The Horizons Townhomes project consists of 77 townhome units, including 12 low-income units, on 3.54 acres with a density of approximately 22 dwelling units per acre.
- The 2727 Rosemead Boulevard project, currently under CEQA review (Resolution No. 20-115), would consist of 73 units, including 4 lower-income units and 69 market-rate units at a density of approximately 40 dwelling units per acre.
- The 2610-2634 Chico Avenue/2607-2637 Humbert Avenue project would include 72 residential units with 8 lower-income units and 64 above-moderate-income units. The project will be located on 4.3 acres with a density of approximately 17 dwelling units per acre.
- The 3035 North Adelia Avenue project is proposed on two parcels located in the Commercial-Residential (C-R) zone totaling 0.28 acres with a density of approximately 21 dwelling units per acre for a total of 6 above-moderate income units.
- The 2540 Rosemead Boulevard project is expected to be developed into 207 units, with an assumed 5% of units (10 units) affordable to lower-income households, equating to an overall density of approximately 15 dwelling units per acre.

Based on the inventory of available sites, underutilized sites, the potential for ADUs and JADUs, and development projects in the pipeline, Table 1 presents the total RHNA compared to credits and capacity identified through the preparation of the Housing Element Update.

Table 1. Total RHNA Compared to Credits and Capacity Identified

Category	Total Units	Lower Income Units	Moderate and Above Moderate-Income Units
RHNA	577	195	382
Development to be Completed and Credited Toward RHNA	367	22	345
Potential ADUs and JADUs	64	43	21
Vacant Site Capacity	16	16	0
Underutilized Capacity	193	115	78
TOTALS	640	196	444
Remaining RHNA	+63	+1	+62

Source: City of South El Monte 2021-2029 Housing Element

As shown in Table 1 the City can adequately accommodate enough low-income and moderate-income housing units needed to meet the RHNA goals. However, even though the City has the ability to accommodate its RHNA for all income levels during the planning period, the City has identified underutilized sites within an area to be rezoned, based on the same criteria and methodology assumptions that were used to identify underutilized sites in the C-R and R-3 zones. The identified sites will provide a buffer, as required to accommodate the RHNA throughout the planning period. The sites identified will provide a generous buffer, exceeding the recommended buffer from HCD, especially for capacity to accommodate the lower-income RHNA. The area identified for the rezone provides an opportunity for 167 units based on the C-R zone's realistic capacity assumptions and the acreage of the potential sites. No development is planned at this time within these areas targeted for rezoning; as such, this CEQA analysis does not contemplate or evaluate future development of these sites at this time.

Housing Plan

As required by State Housing Element law, the Housing Element Update includes a Housing Plan to facilitate and encourage the provision of housing consistent with the RHNA allocation. The goals, objectives, policies, and implementing programs of the Housing Plan emphasize: methods of encouraging and assisting in the development of new housing for all income levels; providing and maintaining adequate capacity to meet the housing need; removing government constraints to development, where feasible and legally possible; conserving and improving existing housing; providing increased opportunities for home ownership; reducing impediments to fair housing choice; and monitoring and preserving units at risk of converting from affordable to market rate. The Housing Plan also includes numerous policies to better guide decisions and achieve desired outcomes related to the development, improvement, preservation, and maintenance of housing.

The following is a summary of the key programs that would be included in the City's proposed Housing Element Update. Many of these are a continuation of programs from the previous 2014–2021 Housing Element.

Program 1: Adequate Sites

The City can accommodate their lower- (including very-low and low-income) moderate- and above-moderate income RHNA through existing sites zoned at appropriate densities. However, to guarantee the City has sufficient capacity to accommodate their lower- and moderate-income RHNA throughout the planning period, the City will rezone approximately 3 acres of sites from Manufacturing (M) to Commercial Residential (C-R) allowing exclusively residential uses and a minimum of 20 dwelling units per acre to provide a generous buffer for additional lower- and

moderate-income sites. To facilitate the development of multifamily housing affordable to lower-income (including extremely low-income households) and moderate-income households, the City will complete the zone amendment and rezone by October 15, 2025.

Program 2: Implementation of Mixed Use (C-R) Zone

The City permits mixed-use development in the C-R (Commercial Residential) zone district. The C-R zone designation allows stand-alone infill residential development as well as traditional mixed-use development where commercial uses and residential uses are located in the same structure. The concept encourages transition of underutilized commercial and industrial properties that are a direct result of the “over-zoning” that resulted in extensive amounts of strip development. The City will continue to monitor the C-R development standards to ensure that it effectively promotes mixed-use and residential developments and a variety of housing types, including housing for lower-income households and special needs populations. The development standards for density (maximum 35 to 100 units per acre), parking, height (at least 3-4 stories), and lot coverage requirements will facilitate the maximum allowable densities.

The City will welcome and consider developer recommendations to revise the development standards of the C-R Zone to encourage the maximum allowable densities along with a variety of housing types.

The City will identify additional areas of the City to apply the Mixed-Use/C-R designation and zone and will pursue rezoning, where appropriate. This potential rezoning will expand opportunities for residential and mixed-use development and is not part of an adequate sites program as specified in Program #1 but will instead ensure that adequate capacity remains.

Program 3: Zoning Ordinance Amendments to Remove Constraints

The City will undertake focused updates of the zoning ordinance to conform to State law and to remove governmental and non-governmental constraints on the development of housing, specifically the lack of housing affordable to lower-income (including extremely low-income) households. The following actions will be undertaken:

- Zoning Code revisions to ensure compliance with the most recent updates to the State’s density bonus law, including the provision of a bonus for student affordable housing, senior housing, and permitting up to an 80% bonus for 100% affordable developments.
- Zoning Code revisions to clarify the permitting and siting of group care facilities for 7 or more persons consistent with State law and fair housing requirements.
- Internal staff permitting procedural revisions to establish a streamlining process for qualifying Senate Bill 35 housing developments consistent with State law.
- An evaluation of residential parking standards for multi-family residential uses in all zones where multi-family uses are permitted. The City will make any necessary Zoning Code revisions to ensure that parking standards for multi-family housing do not pose a constraint to the development of housing.
- Zoning Code revisions to identify a process by which parking requirements can be reduced for religious institutions in exchange for housing development.

Program 4: Zoning Updates and General Plan Consistency Program

The City will continue to identify opportunities to remove constraints to development through continued updates to the Zoning Code, where appropriate, and will consider a comprehensive update to the General Plan, in particular the land use element. Based on the ongoing updates, City staff will evaluate consistency between the Zoning Code

updates and the General Plan. The evaluation will assess necessary updates to the General Plan, with an additional focus on consistency between the Land Use designations and zoning designations for each parcel in the city. The City will make the necessary updates to the General Plan based on their consistency analysis. This will ensure the programs and policies of the General Plan meet the vision of the City and ensure consistency between the City's zoning ordinance and the General Plan to ultimately facilitate housing production.

Program 5: Accessory Dwelling Unit Program

A primary objective of this program is to promote the development of housing units for lower-income persons or households. The City will amend their Zoning Code to permit the development of Junior (JADU) and Accessory Dwelling Units (ADU) consistent with State law and to remove minimum parcel size requirements to convey that ADUs are permitted on legal parcels.

Additionally, as a method to incentive and promote the creation of ADUs that can be offered at an affordable rent for very low, low, or moderate-income households, the City will develop a process to incentivize the production of JADUs and ADUs affordable to lower-income households. Once developed, City staff will take a proactive role in advancing this policy to existing property owners through information outreach during the development process. The City will further identify opportunities to facilitate the production of ADUs and JADUs.

Program 6: Housing Choice Voucher Program

An important element of the City's strategy in providing housing opportunities for extremely low-income and low-income households is the Housing Choice Voucher Program, a federally funded rental program that assists very low-income families, elderly, and disabled households. Decent, safe, and sanitary housing units are provided to households through rental vouchers. Participants may find their own housing including single-family homes, townhouse, and apartments. The Baldwin Park Housing Authority administers the Housing Vouchers for five jurisdictions in the region including South El Monte. Participants are able to select any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. The City has approximately 20 households who currently participate in this program.

Program 7: Support for Those Experiencing Homelessness

Under this program, the City will proactively implement the actions and programs of their Plan to Prevent and Combat Homelessness to move forward to address the needs of its residents experiencing homelessness for affordable housing and support services. The City will continue to participate in a countywide sales tax that raises money for homeless services. Further, the City will continue to create shelter options in the city, increase outreach and engagement activities to better understand the barriers and needs to address homelessness, and continue seeking additional funding sources for new affordable and supportive housing options.

Program 8: Lot Consolidation Program

In the absence of redevelopment, the City has limited options to assemble individual privately-owned properties for new larger developments. As a result, the City is required to rely solely on the private market to accomplish a consolidation of lots. This program is an ongoing program that recognizes the importance of public-private partnerships in assembling and redeveloping infill parcels. As part of this program the City will:

- Develop and maintain a digital inventory of sites identified as appropriate to accommodate housing to provide developers with guidance on the availability of sites.

- Identify development opportunities, explore and establish concessions and incentives beyond density bonus law as part of the zoning code update, and allocate financial resources to facilitate lot consolidation.
- Facilitate the assembly and recycling of underutilized properties for new affordable housing construction through technical assistance to developers and property owners. Technical assistance includes land development counseling by City planners and a marketing brochure or technical material that provides information on available development incentives.

Program 9: Countywide Affordable Rental Housing Development Program

This program is administered by the Los Angeles County Community Development Commission (CDC). This program provides financial assistance to developments located in cities participating in the Urban County Program, which includes South El Monte. Financial assistance is provided through the provision of "gap" financing in the form of both short- and long-term loans for construction and permanent financing, as well as funds for nonprofit housing developers and HOME-designated Community Housing Development Organization (CHDO) activities. Technical assistance and funding for pre-development activities may also be provided for nonprofit housing developers participating in specific projects. Housing development projects are required to have a minimum of 20% of units set aside for households earning at or less than 50% of the median area income; however, the CDC's policy is to provide the maximum number of affordable units suited to the development and area. The CDC's housing development policy requires that conventional construction and/or permanent financing be incorporated into a project whenever possible, with a recommended one-to-four leveraging ratio. In addition, federal low-income housing tax credits will be applied whenever appropriate. The CDC attempts to utilize all available public/private housing development resources.

The City will advertise the availability of this additional source of funds to support in the development of rental housing. Program availability will be advertised at the public counter, on the City's website, and through the City's newsletter.

Further, the City will increase coordination and collaboration with the CDC to promote South El Monte as a City that supports affordable housing development and as an ideal candidate for the allocation of funding for affordable housing.

Program 10: Countywide Affordable Home Ownership Program

This program provides funding to low-income households looking to purchase a home through down payment and closing costs assistance. Where appropriate, this program will be used in conjunction with the County's Housing Bond and Mortgage Credit Certificate Programs, which further assist lower-income households in attaining homeownership. The City will advertise program availability at the public counter, on the City's website, and through the City's newsletter.

Program 11: First-Tim Homebuyer Programs

To increase access to mortgage funding for lower-income households and facilitate first-time homeownership opportunities in the City for decent, affordable housing, the City will identify and actively seek potential funding sources to develop a program to assist first time homebuyers in the City, such as through loans and homebuyer education services.

In addition, the Mortgage Credit Certificate (MCC) County Program is a way for the City to further leverage home ownership assistance for lower-income households. The MCC Program offers income-qualified first-time

homebuyers a federal income tax credit. The federal credit can reduce potential federal income tax liability, creating additional net spendable income for qualified first-time homebuyers to possibly use toward their monthly mortgage payment. A maximum purchase price is established for homes purchased with the MCC (the vast majority of homes in South El Monte fall well within this price ceiling).

The County of Los Angeles administers the MCC program on behalf of 30 cities and throughout the unincorporated areas of the County. By paying a onetime fee and hosting an annual lender training session, South El Monte continues to be a participating City with the County in implementation of the MCC program. The City will continue participation in the County's program through hosting ongoing annual lender training sessions and will continue to prepare program flyers and include information on City's website.

Program 12: Energy Efficiency Program

The City encourages a range of initiatives designed to improve the local environment. Key elements include energy conservation measures, recycling, water conservation, and the use of alternative transit. The key elements of this program include the following:

- The City shall permit and encourage the installation of photovoltaic/solar and solar water heating systems on new residential construction consistent with local and state regulations.
- The City will provide brochures and handouts promoting energy conservation from local utility providers at or near the planning counter. In addition, the City's website will continue to be updated to publicize the availability of the various rebate programs and tax incentives that will reduce the cost of installing energy-saving devices.
- The City shall continue to support ongoing programs from SCE and Sempra Energy that promote energy conservation. The programs sponsored by the utility providers include rebates for energy conserving refrigerators, water heaters, and other household appliances.
- The City will review the Zoning Ordinance to ensure that there are no requirements that are overly restrictive concerning the installation of solar panels. The City will then amend the Zoning Ordinance to ensure that solar panels are permitted in all Zone Districts.
- The City will consider reducing processing fees for those building improvements that involve the installation of solar panels.

Program 13: Water Conservation Program

The San Gabriel Valley Water Company is the local water purveyor that serves the City. The City shall promote water conservation (drought-tolerant landscaping, water conserving plumbing fixtures, etc.) in the review of new development and in the following ways:

- The City will continue to provide informational resources on water conservation through landscaping and xeriscaping in both handouts and on the City's website.
- The City website was recently updated to indicate ways residents may reduce water consumption. This website will be maintained throughout the planning period and updated as appropriate.
- The local water purveyors publish a variety of brochures and information guides to help residents conserve water. The guide and brochures will continue to be distributed at City Hall.

Program 14: Fair/Equal Housing Program

This City program is designed to promote equal housing opportunities in South El Monte. The City recognizes the effect that discrimination has in limiting housing choice and equal opportunity in renting, selling, and financing housing. The City offers fair housing information and referrals at the public counter in City Hall and is currently working on providing this information as well as providing links to additional fair housing resources on the City website.

Additionally, steps the City will take to affirmatively further fair housing during the planning period include:

- The City permits SROs in the C-R (Commercial Residential) zone district. To further support the creation of new affordable housing opportunities through the conversion of existing motel properties to Single Room Occupancy (SRO) lodging, the City will amend the Zoning Code to permit SROs in the C (Commercial) zone.
- Promote and ensure compliance with housing discrimination laws to ensure that all print and advertisement materials for the sale or rental of housing is compliant with Government Code 12955, which prohibits such materials from indicating a preference or limitation based on a protected classification.
- Continue to support and participate in the Regional Analysis of Impediments to Fair Housing Choice in coordination with the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles.

Program 15: Resources for Persons with Disabilities

The City will continue to encourage equal access to housing and services to meet the needs of persons with disabilities. The City has an administrative process for the modification of development standards in cases of demonstrable hardships. The City will provide information about the process on the City's website and public counters as well as information on local and regional resources for persons with developmental disabilities. The City will coordinate with the San Gabriel/Pomona Regional Center to advertise resources and programs available to residents.

Additionally, the City will promote increased accessibility by connecting developers and residents to resources on design features that are accessible and safe to all people regardless of age, size, ability, or disability.

Program 16: Developer Coordination and Information Program

The City will actively work with the development community to identify ways that lower-income housing may be provided. The City will educate developers as to how density bonus regulations could be used to facilitate the development of affordable housing, including those for extremely low income, very low income, and low-income households. Another outreach effort will inform the development community and property owners as to development opportunities for Single Room Occupancy developments and second units.

Additionally, the City will maintain information on the City's website that is applicable for housing development project proposal requirements, including a current schedule of fees, exactions, applicable affordability requirements, all zoning ordinances, development standards, and annual fee reports or other relevant financial reports. The City will develop and post on their website a checklist that developers may use to determine what materials are needed to accompany a development proposal application.

Further, the City will ensure the development community is aware of replacement unit requirements, relocation assistance requirements, and Fair Housing requirements to prevent displacement and discrimination by enforcement of relevant regulations.

Program 17: Housing Education Campaign

The City will work with the public, developers, relevant agencies, and organizations to foster citywide discussions on housing supply, affordability, and Fair Housing. The City will develop a webpage that details information related to the City's housing supply, housing need, where opportunities exist, links to Fair Housing resources, as well as other relevant information. This information can help residents understand where challenges and solutions exist and can demonstrate to potential developers that the City welcomes new housing development. Further, the City will embrace technological solutions to community engagement to capture a wide audience in planning efforts.

Program 18: Homebuyer Assistance Programs

Where funding is available, the City offers rehabilitation assistance to lower- and moderate-income households. The City has been operating as a housing program administrator of CalHome funds since 2010 and has used these CalHome grants to support the rehabilitation of 56 units in South El Monte. The City will continue to actively seek funding for Homeowner Assistance Programs and to allocate awarded funding accordingly.

Specifically, the City will provide eligible and qualified borrowers with 30-year, deferred-payment loans through an Owner-Occupied Rehabilitation (OOR) program. The program will aim to preserve the quality and value of the City's housing stock by assisting extremely low-, very low-, and lower-income homeowners with a loan for home improvement in order to rehabilitate their home. Funding awarded for this program will be dedicated to the rehabilitation of housing for lower-income households (including extremely low- and very low- income households) and is anticipated to serve a total of 20 units. Funding for the program will be contingent upon funding awarded to the City by CalHome in the amount of \$1,000,000.

Program 19: Code Enforcement Program

The City's Code Enforcement Division is tasked with promoting property maintenance for the elimination of blighted conditions and ensuring compliance with all City Zoning Code requirements. The City will coordinate Code Enforcement efforts with rehabilitation assistance, where funding is available, to connect lower and moderate-income households with assistance to address code compliance issues and to bring homes into compliance. Further, the City will connect residents with information on energy conservation strategies and techniques that can be taken during rehabilitation.

Program 20: Replacement Housing Program

The City will mandate replacement requirements consistent with State law for sites identified in the Sites Inventory that currently have residential uses, or within the past five years have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control, or occupied by low- or very low income households. When the legislation sunsets, the City will reevaluate the appropriateness of this program.

Program 21: Zoning Revisions for Special Needs Housing

The City will amend the zoning code to permit a variety of housing types consistent with State law., which includes the following:

- Zoning Code Amendment to calculate Emergency Shelter parking requirements based on the demonstrated need to accommodate staff.

- Zoning Code Amendment to ensure compliance with all applicable requirements related to employee and farmworker housing in accordance with the Health and Safety Code Sections 17021.5 and 17021.6 and the Employee Housing Act.
- Zoning Code Amendment to allow supportive housing by-right in residential zones that permit multifamily uses and mixed uses zones that allow residential uses.

Program 22: Low Barrier Navigation Centers

Low-Barrier Navigation Centers are housing first, low-barrier, service-enriched shelters focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. The City will amend the zoning code to permit the development of Low Barrier Navigation Centers as a use by-right, without requiring a discretionary action, in mixed-use and non-residential zones that permit residential uses.

Program 23: Objective Design Standards

The City will increase transparency and certainty in the development process through objective design standards. Any new design standards developed and imposed by the City shall be objective without involvement of personal or subjective judgement by a public official and shall be uniformly verifiable by reference to the City's regulations.

Program 24: No Net Loss

The City will monitor development activity, proposed rezones, and identified capacity to ensure adequate remaining capacity is available to meet any remaining unmet share of the RHNA for all income levels throughout the entirety of the planning cycle, consistent with no-net-loss requirements. If at any time during the planning period, a development project results in fewer units by income category than identified in the sites inventory (Appendix) for that parcel and the City cannot find that the remaining sites in the housing element are adequate to accommodate the remaining RHNA by income level, the City will within 180 days identify and make available additional adequate sites to accommodate the remaining RHNA.

Program 25: Annual Progress Reports

The City will continue to report annually on the City's progress toward its 8-year RHNA housing production targets and toward the implementation of the programs identified in the Housing Element. Further, the City will identify and prioritize State and local surplus lands available for housing development affordable to lower-income households and report on these lands annually through the Housing Element Annual Progress Reports.

Program 26: Mobile Home Park Resident Protection Program

The City will enforce mobile home park replacement and relocation requirements in accordance with Government Code (65863.7).

The proposed Housing Element Update is available at:

<https://www.cityofsouthelmonte.org/172/Community-Development>

2.2 Public Health and Safety Element

A Public Safety Element was part of the City of South El Monte General Plan 2000. The new Public Health and Safety Element combines two state-required Elements: Safety and Environmental Justice. The Safety Element is a required

Element and must be addressed by every city and County in California. Environmental Justice is a required Element for cities with disadvantaged communities (DACs), including South El Monte.

The Public Health and Safety Element outlines risk and equity concerns the City faces from natural and public health hazards. With regard to public health hazards, the Public Health and Safety Element looks at five specific public health hazards: 1) access to healthy living, 2) pollution exposure, 3) physical activity, 4) public facilities, and 5) safe and sanitary homes. With regard to natural health hazards, the Public Health and Safety Element looks at hazards associated with air quality; hazardous materials; extreme heat; flooding and extreme storms; geologic hazards including landslides and slope instability, earthquakes and liquefaction; and wildfires. The Public Health and Safety Element addresses emergency preparedness and emergency response and ultimately establishes goals, policies and actions designed to minimize natural and public health hazards within the City.

The following goals and policies are included within the new Public Health and Safety Element Update:

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.1: Adopt Policies and Standards for the Built Environment that Reduce Urban Heat Island.

Policy 1.2: Enforce Development Standards to Reduce Geologic Risk

Policy 1.3: Minimize flooding risks through appropriate siting and protection of structures and occupants.

Policy 1.4: Implement programs and standards to mitigate wildfire risk and secondary impacts.

Policy 1.5: When feasible, identify and pursue funding opportunities to develop and implement local mitigation activities

Goal 2: Promote a community safe from human-caused hazards

Policy 2.1: Reduce Localized Air Pollution Exposure Near Major Roads.

Policy 2.2: Promote a Healthy Urban Forest

Policy 2.3: Limit the potential hazards from the transportation and disposal of hazardous waste.

Policy 2.4: Support remediation and pollution prevention efforts that arise from industrial, roadway, and household sources.

Goal 3: Build social cohesion and increase preparedness and public health through community collaboration

Policy 3.1: Increase the number of residents with preparedness resources and training

Policy 3.2: Create Culturally Appropriate Hazard Preparation and Education

Policy 3.3: Grow partnerships between the public, private, and nonprofit sectors to provide critical services to vulnerable residents in times of crisis

Policy 3.4: Support equitable and inclusive opportunities to build capacity and leadership skills for residents and organizations through continued civic engagement

Policy 3.5: Promote continued public awareness of emergency procedures for South El Monte residents, the business population, City staff, and public officials

Policy 3.6: Continue efforts to increase transparency of City processes and make forms accessible to all residents

Goal 4: Strengthen regional systems and fortify critical infrastructure

Policy 4.1: Integrate resilience and sustainability principles into city capital planning

Policy 4.2: Maintain and repair community's infrastructure to minimize the potential for system failure because of a disaster

Policy 4.3: Advance seismic safety, prioritizing the most vulnerable buildings, infrastructure, and systems

Policy 4.4: Discourage the location of critical facilities within areas of the City susceptible to periodic flooding problems

Goal 5: Maintain adequate response capabilities

Policy 5.1: Strengthen emergency services preparedness and response by linking emergency services with natural hazard mitigation programs and enhancing public education on a citywide scale

Goal 6: Design emergency response to serve a range of community needs

Policy 6.1: Support systems and services that are linguistically inclusive and culturally competent

Policy 6.2: Include Provisions for Special Needs Populations and Communities with Low Rates of Automobile Ownership in Evacuation Plans

Policy 6.3: Ensure that the City's Emergency Plan includes procedures to provide assistance to residents unable to leave their homes in the event of an order to evacuate

Goal 7: Provide public facilities that promote health and hazard preparedness

Policy 7.1: Improve the health and well-being for all ages through improvements in mobility

Policy 7.2: Increase access to open space

Policy 7.3: Create Resilience Centers Throughout South El Monte

Policy 7.4: Ensure safe and maintained walking and biking routes to public facilities

Policy 7.5: Ensure public spaces feel safe to use during the day and night for everyday play, family gatherings, and community events

Policy 7.6: Provide and improve parks and recreation centers that serve all ages and abilities

Goal 8: Ensure safe, equitable, and efficient recovery

Policy 8.1 Expand workforce preparedness training opportunities and programs to quickly restore essential city services after a major shock

Goal 9: Ensure access to healthy food

Policy 9.1: Promote Urban Agriculture

Policy 9.2: Support to promotion of healthy food and food assistance programs

Goal 10: Provide safe and affordable housing for all residents

Policy 10.1: Invest in healthy and safe housing to improve public health and increase equity

Policy 10.2: Promote improvements and rehabilitation of unsafe housing, while actively preventing displacement

The proposed Public Health and Safety Element Update is available at:

<https://www.cityofsouthelmonte.org/172/Community-Development>

3 Initial Study Checklist

1. Project title:

City of South El Monte General Plan Amendment: Housing Element and Public Health and Safety Element Updates

2. Lead agency name and address:

City of South El Monte Community Development Department
1415 Santa Anita Avenue
South El Monte, CA 91733

3. Contact person and phone number:

Ian McAleese
City of South El Monte Community Development Department
626-579-6540 ext #3201; Email: imcaleese@soelmonte.org

4. Project location:

Citywide

5. Project applicant's name and address:

City of South El Monte Community Development Department
1415 Santa Anita Avenue
South El Monte, CA 91733

6. General plan designation:

Not Applicable for Adoption of Housing and Public Health and Safety Element Updates

7. Zoning:

Not Applicable for Adoption of Housing and Public Health and Safety Element Updates

8. Description of project. (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary):

Proposed General Plan Amendment (GPA) to amend the City of South El Monte General Plan with updates to the Housing Element for the planning period of 2021 through 2029 and adoption of a new Public Health and Safety Element

9. Surrounding land uses and setting (Briefly describe the project’s surroundings):

The City of South El Monte is located in the San Gabriel Valley area of Los Angeles County and is located approximately 20 miles east of downtown Los Angeles. South El Monte is bounded by the cities of Rosemead and El Monte on the north Monterey Park on the west, Whittier Narrows Recreation Area to the south, and La Puente to the east. The City’s total land area is approximately 1,824 acres, which is equivalent to 2.85 square miles. Existing land uses in South El Monte include residential, commercial, industrial, public facilities, and community uses.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

Approval from California Department of Housing and Community Development (HCD).

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Yes; the City sent letters to tribes on May 27, 2021. No tribes have requested consultation pursuant to Public Resources Code Section 21080.3.1.

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology and Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology and Water Quality | ☐ Land Use and Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population and Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an Environmental Impact Report (EIR) is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - d. The significance criteria or threshold, if any, used to evaluate each question; and
 - e. The mitigation measure identified, if any, to reduce the impact to less than significance

3.1 Aesthetics

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–d: No Impact.

The Housing Element update is a policy document, and adoption of this Element alone would not produce environmental impacts. The Housing Element Update consists of an updated housing program for which, no actual development or rezoning is proposed as part of the update. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Implementation of the programs contained in the document would accommodate development required to meet the City's 2021-2029 RHNA allocation, which specifies a need for the construction of 577 housing units. To accommodate this RHNA allocation, City staff reviewed the inventory of vacant and underutilized sites and identified sites that can accommodate the current RHNA allocation for the 2021-2029 Housing Element Update. Within the identified sites, the 577 units would be accommodated, with a majority of these units being accommodated on high-density residential or mixed-use infill sites given the already built-out nature of the City. Because the City lacks a substantial amount of vacant land, any residential projects completed during this period are expected to be located on infill sites within existing urbanized areas. This type of development is more likely to improve rather than degrade the aesthetics of a neighborhood. Furthermore, any such development would be expected to conform to existing General Plan policies, municipal code, and zoning code development standards. As such, the adoption of the General Plan Amendment and the Housing Element update would not degrade the visual character or quality, scenic

resources, or generate light and glare impacts. Additionally, per the Resources Element of the City's General Plan, no scenic highways are located within the City. No aesthetic impacts would occur from the adoption of this policy document.

The new Public Health and Safety Element includes updated goals policy information related to natural and public health and hazards information. These goal and policy updates are procedural and will not result in physical changes to the environment such that aesthetics or visual character would change. In fact, implementation of some of the policies included within the Public Health and Safety Element could in fact enhance aesthetics in the City. These include the following:

Policy 2.2: Promote a Healthy Urban Forest

Policy 4.1: Integrate resilience and sustainability principles into city capital planning

Policy 4.2: Maintain and repair community's infrastructure to minimize the potential for system failure because of a disaster

Policy 7.2: Increase access to open space

Policy 7.4: Ensure safe and maintained walking and biking routes to public facilities

Policy 7.6: Provide and improve parks and recreation centers that serve all ages and abilities

Policy 9.1: Promote Urban Agriculture

As such, no aesthetic impacts would occur from the adoption of this policy document.

3.2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–e: No Impact.

Per the City of South El Monte Resources Element of the General Plan, no forest, agricultural, soil or mineral resources are located in the City.

The Housing Element Update is a policy document, consisting of a housing program, and its adoption would not, in itself, produce environmental impacts, because no actual development or rezoning is proposed as part of the update. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Although implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation, such development would not impact agricultural resources. There is no land within the City that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on the Los Angeles County Important Farmland map produced by the State Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program (California Department of Conservation 2021). There would thus be no impacts to important farmland from implementation of the Housing Element Update. The Housing Element Update does not change any boundaries or the potential for agricultural activities. There are also no programs that would conflict with existing agricultural zoning or a Williamson Act contract. In addition, because the City does not contain forest land, there is no rezoning or development proposed on forest land, or land or timber property zoned as Timberland Production. Furthermore, because the City lacks a substantial amount of vacant land, any residential projects completed to meet the RHNA allocation are expected to be located on infill sites within urbanized areas not currently used for agricultural purposes nor zoned to allow future agricultural operations.

The new Public Health and Safety Element includes updated goals and policy information related to natural and public health and hazards information. The Public Health and Safety Element Update does not propose any policies or actions that would result in negative impacts to agricultural and forestry resources, as there is no land within the City that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on the Los Angeles County Important Farmland map. However, the Public Health and Safety Element does include a policy encouraging the promotion of urban agriculture, which would result in beneficial impacts to the community. As such, based on the above, updates to the Housing Element and Public Health and Safety Element would have no impacts upon agricultural and forestry resources.

3.3 Air Quality

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–c: Less Than Significant Impact. d: No Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. The City lies within the South Coast Air Basin (SCAB), and the South Coast Air Quality Management District (SCAQMD) is the regional government agency that monitors and regulates air pollution within the SCAB and is responsible for measuring the air quality of the region. The SCAB is designated as a nonattainment area for federal and state O₃ standards and federal and state PM_{2.5} standards. The SCAB is designated as a nonattainment area for state PM₁₀ standards; however, it is designated as an attainment area for federal PM₁₀ standards. The SCAB is designated as an attainment area for federal and state CO standards, federal and state NO₂ standards, and federal and state SO₂ standards. While the SCAB has been designated as nonattainment for the federal rolling 3-month average lead standard, it is designated attainment for the state lead standard.

The Housing Element Update would not conflict with or obstruct implementation of the State Implementation Plan by the SCAQMD because the growth anticipated in the Housing Element Update (RHNA allocation) is consistent with SCAG's growth projections that were also factored into the Regional Air Quality Strategy. The Housing Element Update would not violate any air quality standard or contribute substantially to an existing or projected air quality violation, nor would it result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State ambient air quality standard. Additionally, the Housing Element Update would not expose sensitive receptors to substantial pollutant concentrations, specifically because, with the adoption of the Public Health and Safety Element, as discussed below, goals and policies are included therein to protect residents from exposure to pollutant concentrations. Lastly, because the Housing Element Update does not affect land uses that are typically associated with the creation of objectionable odors (such as rendering plants, landfills, treatment plants, etc.), its adoption would have no impact from odors.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update incorporates the following goals and policies specifically related to air quality and its effects on City residents:

Goal 2: Promote a community safe from human-caused hazards

Policy 2.1: Reduce Localized Air Pollution Exposure Near Major Roads.

Policy 2.2: Promote a Healthy Urban Forest

Policy 2.4: Support remediation and pollution prevention efforts that arise from industrial, roadway, and household sources.

Goal 7: Provide public facilities that promote health and hazard preparedness

Policy 7.1: Improve the health and well-being for all ages through improvements in mobility

Policy 7.2: Increase access to open space

Policy 7.4: Ensure safe and maintained walking and biking routes to public facilities

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on air quality, and with implementation of the goals and policies in the Public Health and Safety Element, as identified above, could improve air quality and its effects on City residents.

3.4 Biological Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–f: Less than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Future residential development to meet the RHNA allocation is expected to be located on infill sites within urbanized areas where little or no native vegetation exists and where little potential exists for the occurrence of sensitive species habitat, riparian habitat, a sensitive natural community, federally protected wetlands, or wildlife corridors or nursery sites. Additionally, per the City's Resources Element of the General Plan, no rare or endangered species of plants, fish or wildlife have been found in the City. In the event that trees would be affected, proper compensation requiring the replacement of removed trees would be implement, on a project-by-project basis.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. Policies are included within the plan that would actually protect and enhance biological resources in the City; these include the following:

Goal 2: Promote a community safe from human-caused hazards

Policy 2.2: Promote a Healthy Urban Forest

Goal 7: Provide public facilities that promote health and hazard preparedness

Policy 7.2: Increase access to open space

Policy 7.6: Provide and improve parks and recreation centers that serve all ages and abilities

Policy 9.1: Promote Urban Agriculture

Therefore, while adoption of the Public Health and Safety Element would not, in itself, produce environmental impacts, adoption would result in the implementation of goals and policies designed to minimize impacts to biological resources.

3.5 Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–c: Less than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Additionally, per the Resources Element of the City's General Plan, no historic or archaeologically significant sites have been located in the City.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. Therefore, its adoption would not, in itself, produce environmental impacts.

The Housing Element and Public Health and Safety Element Updates would not change or alter policies to protect and/or review cultural resources. Therefore, impacts are less than significant.

3.6 Energy

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Energy – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–b. No Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time.

However, future development would be required to adhere to all state and/or local plans for renewable energy or energy efficiency.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element does not propose any policies or actions that would result in impacts to energy.

Based on the above, the Housing Element and Public Health and Safety Element Updates would result in less than significant impacts associated with energy.

3.7 Geology and Soils

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–f: Less than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time.

a: As the City lies within a region known to be seismically active, the potential exists for people and structures associated with new residential projects to be exposed to strong ground shaking, ground failure, and soil instability. While no Alquist-Priolo earthquake fault zones are located within the City, active faults are located within close proximity of the City. Per the 2000 Public Safety Element of the City's General Plan, the Whittier Heights Fault passes close to South El Monte City Hall, the Greater El Monte Community Hospital, and the fire station. Additionally, subsurface soil conditions, coupled with shallow groundwater, could cause soils to "liquefy" during an earthquake. Given the close proximity of the Whittier Heights Fault and other nearby faults, a strong earthquake on any of these faults could produce severe ground shaking in the City. Despite the potential of the nearby faults to produce severe ground shaking in the City, no significant impact regarding fault hazards would occur, because the Housing Element Update would be consistent with the other elements of the General Plan, including the Public Health and Safety Element. Additionally, the potential for significant adverse impacts to result from these phenomena would be substantially reduced through adherence to requirements specified in the Alquist-Priolo Act, the Uniform Building Code, Title 24 of the California Building Code, and all development regulations of the City. Additionally, the following goals and policies are included in the Public Health and Safety Element to address disaster preparedness and recovery:

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.2: Enforce Development Standards to Reduce Geologic Risk

Goal 3: Build social cohesion and increase preparedness and public health through community collaboration

Policy 3.1: Increase the number of residents with preparedness resources and training

Policy 3.2: Create Culturally Appropriate Hazard Preparation and Education

Policy 3.3: Grow partnerships between the public, private, and nonprofit sectors to provide critical services to vulnerable residents in times of crisis

Policy 3.5: Promote continued public awareness of emergency procedures for South El Monte residents, the business population, City staff, and public officials

Goal 4: Strengthen regional systems and fortify critical infrastructure

Policy 4.1: Integrate resilience and sustainability principles into city capital planning

Policy 4.2: Maintain and repair community's infrastructure to minimize the potential for system failure because of a disaster

Policy 4.3: Advance seismic safety, prioritizing the most vulnerable buildings, infrastructure, and systems

Goal 5: Maintain adequate response capabilities

Policy 5.1: Strengthen emergency services preparedness and response by linking emergency services with natural hazard mitigation programs and enhancing public education on a citywide scale

Goal 6: Design emergency response to serve a range of community needs

Policy 6.1: Support systems and services that are linguistically inclusive and culturally competent

Policy 6.2: Include Provisions for Special Needs Populations and Communities with Low Rates of Automobile Ownership in Evacuation Plans

Policy 6.3: Ensure that the City's Emergency Plan includes procedures to provide assistance to residents unable to leave their homes in the event of an order to evacuate

Goal 8: Ensure safe, equitable, and efficient recovery

Policy 8.1 Expand workforce preparedness training opportunities and programs to quickly restore essential city services after a major shock

Compliance with these building standards, and implementation of the above goals and policies, would minimize impacts associated with seismic hazards, and impacts would be less than significant.

b–e: As discussed above, liquefaction is a potential issue of concern in the City. The City has in place geologic review procedures to address these hazards. The City's General Plan and zoning designations do not prohibit new development on areas of geologic hazard; however, many precautionary recommendations and restrictions are established in the policies and Municipal Code in order to minimize potential impacts from developing on geologically hazardous land or resulting in substantial soil erosion. City regulations and policies cover landslides, seismic shaking, surface rupture, seiches, liquefaction, subsidence, expansive soils, and soil erosion. All new development is required to be consistent with these regulations. As such, compliance with these regulations, as well as with implementation of the above goals and policies from the Public Health and Safety Element, would minimize impacts associated with seismic hazards, and impacts would be less than significant.

f: Depending on the location, future development in the City has the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. The Resources Element of the existing General Plan does not identify any known paleontological resources, and all new development must be consistent with state policies regarding treatment of unearthed resources. The Housing Element Update would not change or alter these policies.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element as proposed includes updated goals and policies that support the reduction of impacts related to natural hazards, including those associated with geologic conditions (e.g. ground shaking, liquefaction, lateral spreading, etc.). Specifically, these include the following:

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.2: Enforce Development Standards to Reduce Geologic Risk

Goal 3: Build social cohesion and increase preparedness and public health through community collaboration

Policy 3.1: Increase the number of residents with preparedness resources and training

Policy 3.2: Create Culturally Appropriate Hazard Preparation and Education

Policy 3.3: Grow partnerships between the public, private, and nonprofit sectors to provide critical services to vulnerable residents in times of crisis

Policy 3.5: Promote continued public awareness of emergency procedures for South El Monte residents, the business population, City staff, and public officials

Goal 4: Strengthen regional systems and fortify critical infrastructure

Policy 4.1: Integrate resilience and sustainability principles into city capital planning

Policy 4.2: Maintain and repair community's infrastructure to minimize the potential for system failure because of a disaster

Policy 4.3: Advance seismic safety, prioritizing the most vulnerable buildings, infrastructure, and systems

Goal 5: Maintain adequate response capabilities

Policy 5.1: Strengthen emergency services preparedness and response by linking emergency services with natural hazard mitigation programs and enhancing public education on a citywide scale

Goal 6: Design emergency response to serve a range of community needs

Policy 6.1: Support systems and services that are linguistically inclusive and culturally competent

Policy 6.2: Include Provisions for Special Needs Populations and Communities with Low Rates of Automobile Ownership in Evacuation Plans

Policy 6.3: Ensure that the City's Emergency Plan includes procedures to provide assistance to residents unable to leave their homes in the event of an order to evacuate

Goal 8: Ensure safe, equitable, and efficient recovery

Policy 8.1 Expand workforce preparedness training opportunities and programs to quickly restore essential city services after a major shock

As such, adoption of the newly updated Public Health and Safety Element actually includes new and updated information as well as response actions for potential geologic hazards designed to improve emergency preparedness, response, and recovery.

Based on the above, the Housing Element and Public Health and Safety Element Updates would result in less than significant impacts associated with geology and soils.

3.8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–b: Less Than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. According to the U.S. Environmental Protection Agency, the burning of fossil fuels, along with deforestation and other activities, has caused the concentrations of heat-trapping greenhouse gases (GHGs) to increase significantly in the earth's atmosphere (U.S. Environmental Protection Agency 2021). The increase in GHGs results in global warming, as more heat is trapped in the atmosphere. Given the already built-out nature of the City and lack of substantial vacant land, future residential projects that may be developed to meet the RHNA requirement are expected to be located on infill sites where pedestrian- and transit-oriented development is highly feasible and would be encouraged. Such development should reduce the number of new vehicle trips typically associated with residential projects and, thus, would help reduce GHG production resulting from the combustion of fossil fuels for transportation purposes. Based on the above, the Housing Element Update would result in less than significant impacts associated with GHG emissions. New development projects will be required to comply with the Green Building Code, which also reduces GHG emissions.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element proposes the following updated goals and policies that would result in potential overall improvements to the City associated with GHG emissions:

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.1: Adopt Policies and Standards for the Built Environment that Reduce Urban Heat Island.

Goal 2: Promote a community safe from human-caused hazards

Policy 2.1: Reduce Localized Air Pollution Exposure Near Major Roads.

Policy 2.2: Promote a Healthy Urban Forest

Policy 2.4: Support remediation and pollution prevention efforts that arise from industrial, roadway, and household sources.

Goal 7: Provide public facilities that promote health and hazard preparedness

Policy 7.1: Improve the health and well-being for all ages through improvements in mobility

Policy 7.2: Increase access to open space

Policy 7.3: Create Resilience Centers Throughout South El Monte

Policy 7.4: Ensure safe and maintained walking and biking routes to public facilities

Policy 7.6: Provide and improve parks and recreation centers that serve all ages and abilities

Goal 9: Ensure access to healthy food

Policy 9.1: Promote Urban Agriculture

Based on the above, the Housing Element Update and Public Health and Safety Element Update would have a less than significant impact on GHG emissions.

3.9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–c and e–g: No Impact. d: Less Than Significant Impact.

a–c: The Housing Element and Public Health and Safety Element Updates are policy documents, and therefore, adoption would not, in itself, result in potential impacts from hazards and hazardous material that may endanger residents or the environment. Implementation of the updated Housing Element and Public Health and Safety Element would also not result in the routine use, transport, or disposal of hazardous materials or generate significant quantities of hazardous materials. The Public Health and Safety Element actually includes goals and policies specifically designed to reduce impacts from hazards to City residents and the environment. As such, no negative impacts would occur.

d: The Housing Element and Public Health and Safety Element Updates are policy documents and adoption will not, in itself, result in negative environmental impacts. However, implementation of the programs contained in the document will accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time.

All sites of future residential projects will be evaluated using appropriate databases including the California Department of Toxic Substances Control EnviroStor database which, pursuant to Government Code Section 65962.5, lists Federal Superfund, State Response, Voluntary Cleanup, School Cleanup, Hazardous Waste Permit, and Hazardous Waste Corrective Action sites. The potential impacts related to any listed hazardous materials sites associated with any specific future residential projects will be assessed at the time the projects are actually proposed. Mitigation measures would then be adopted if and as necessary, in conformance with CEQA. As such, the Housing Element and Public Health and Safety Element Updates would result in less than significant impacts.

e-g: The Housing Element and Public Health and Safety Element Updates would be consistent with General Plan policy. Within the Public Health and Safety Element Update are details related to the City's emergency response plan to prepare for, and respond to, natural hazards including extreme heat, flooding, geologic hazards such as earthquakes, exposure to hazardous materials, and wildfires. Future development would be consistent with the City's emergency response plans related to risk from natural- and human-caused hazards. Goals and policies included in the Public Health and Safety Element specifically related to hazards include the following;

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.4: Implement programs and standards to mitigate wildfire risk and secondary impacts.

Policy 1.5: When feasible, identify and pursue funding opportunities to develop and implement local mitigation activities

Goal 2: Promote a community safe from human-caused hazards

Policy 2.1: Reduce Localized Air Pollution Exposure Near Major Roads.

Policy 2.2: Promote a Healthy Urban Forest

Policy 2.3: Limit the potential hazards from the transportation and disposal of hazardous waste.

Policy 2.4: Support remediation and pollution prevention efforts that arise from industrial, roadway, and household sources.

Based on the above, the Housing Element and the Public Health and Safety Element Updates would result in no negative impact on hazards or hazardous materials.

3.10 Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on or off site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a, c–d: Less than Significant Impact. b and e: No Impact.

The Housing Element and Public Health and Safety Element Updates are policy documents, consisting of a housing program and updates to the Public Health and Safety Element to address new requirements in Environmental Justice and Safety Elements specifically related to environmental justice issues for socially disadvantaged

residents, air pollution and extreme heat; no actual development or rezoning is proposed as part of the update. Therefore, adoption of these updates would not, in itself, produce negative environmental impacts. However, implementation of the programs contained in the documents would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Future residential development that would qualify to meet the RHNA requirement are expected to be located on infill sites in urbanized areas and the City has procedures and regulations in place to ensure that there would be no significant impacts associated with hydrology and water quality.

a: Per the City of South El Monte Sewer System Management Plan, dated May 2015, wastewater collection and treatment is managed by the City's Public Works Department. City sewers discharge to a network of trunk sewers owned and operated by Los Angeles County Sanitation Districts. All demolition, relocation and/or construction phases of future housing development would be subject to compliance with applicable local, regional, state and federal regulations designed to protect water resources, including those regulations requiring implementation of Best Management Practices (BMPs), preparation of Stormwater Pollution Prevention Plans (SWPPPs), and submittal of Erosion Control Plans in compliance with National Pollution Discharge Elimination System (NPDES) provisions. Consistency with this regulatory framework would adequately ensure that such impacts would be avoided or reduced to less than significant. The Housing Element Update would not generate a significant impact on water quality over current projections for population and housing units.

b: Per the Resources Element of the City's General Plan, water service in the City is provided by the San Gabriel Valley Water Company. Additionally, a portion of the water used within the City is reclaimed water from the Whittier Narrows Reclamation Plant. The Resources Element of the City's General Plan includes goals focused on protecting and preserving the water supply and water quality within the groundwater basin. Adoption of the General Plan Amendment for the Housing Element and Public Health and Safety Element Updates would not affect the City's ability to implement the water goals outlined within the Resources Element of the General Plan as no physical development is current proposed. Therefore, implementation of the Housing Element and Public Health and Safety Element update would not deplete groundwater supplies.

c-d: City regulations prohibit new development that would create runoff volumes or velocities that may cause the City's existing drainage system to exceed its design capacity. In regard to risks due to dam or levee failure, the City is not located within an area that would be impacted by any dam or levee failure. Seiche and mudflow risk would also be negligible, as the City is not located near a large contained body of water or downslope from an unstable hillside. With regard to tsunami risk the City is not located within a mapped tsunami inundation area. The Public Health and Safety Element also includes the following goals and policies specifically related to minimizing flood hazard risks:

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.3: Minimize flooding risks through appropriate siting and protection of structures and occupants.

Goal 4: Strengthen regional systems and fortify critical infrastructure

Policy 4.1: Integrate resilience and sustainability principles into city capital planning

Policy 4.4: Discourage the location of critical facilities within areas of the City susceptible to periodic flooding problems

Based on the above, the Housing Element and Public Health and Safety Element Updates would result in no impact or a less than significant impact on or from hydrology and water quality.

e: As stated above, the San Gabriel Valley Water Company provides potable water to residences and businesses within the City. The Housing Element and Public Health and Safety Element Updates would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan associated with the San Gabriel Valley Water Company.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The current Public Health and Safety Element Update does not propose any policies or actions that would result in negative impacts related to hydrology and water quality, and instead, as outlined above, includes goals and policies specifically designed to minimize risks from flood hazards.

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on hydrology and water quality.

3.11 Land Use and Planning

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a: No Impact. b: Less than Significant.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Although implementation of the programs

contained in the document would encourage residential development required to meet the City's RHNA allocation, such residential projects are expected to be located on infill sites within existing neighborhoods, and because infill sites are part of the existing urban fabric, projects developed on them would not be likely to physically divide an established community. The proposed update would not conflict with General Plan policy or Municipal Code regulations, adopted for the purpose of avoiding or mitigating an environmental effect.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update does not propose any policies or actions that would result in physically dividing an existing community. Additionally, the Public Health and Safety Element Update would not conflict with General Plan policy or Municipal Code regulations, adopted for the purpose of avoiding or mitigating an environmental effect. The intended purpose of the Public Health and Safety Element is to guide land use decisions in such a way and natural- and human-caused hazards are avoided to maximum extent feasible.

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on land use and planning.

3.12 Mineral Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–b: No Impact.

As stated in the Resources Element of the City’s General Plan, there are no known mineral resources of significant value or categorized as locally important within the City that would be lost due to residential development facilitated by the Housing Element Update. There would be no impact to mineral resources associated with adoption of the Housing Element and Public Health and Safety Element Updates as these would be merely adoptions of policies and not in themselves result in direct changes to the environment.

3.13 Noise

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. NOISE – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–b: Less Than Significant Impact. c: No Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City’s RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. The majority of such development is expected to be located on infill sites. Adherence to the City’s Noise Ordinance would ensure that any such noise and vibration increases, both temporary and permanent, would result in less than significant impacts within project areas. No active airports are located within the City; as such, the City is not exposed to excessive aircraft noise.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural- and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update does not propose any policies or actions that would result in negative impacts related to noise.

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on noise.

3.14 Population and Housing

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. POPULATION AND HOUSING – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–b: Less Than Significant Impact.

The Housing Element Update utilizes the 2021-2029 RHNA to plan for and accommodate population growth. Therefore, it would not induce population growth within the City. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Future development would occur on vacant or underutilized sites. With the implementation of programs in the Housing Element Update to increase housing capacity, there would be adequate land available to accommodate the City's RHNA allocation. Therefore, the update would not necessitate the construction of replacement housing elsewhere (outside of the City) or result in environmental impacts related to growth. Based on the above, the Housing Element Update would result in a less than significant impact associated with population and housing.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update does not propose any policies or actions that would result in impacts related to population and housing.

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on population and housing.

3.15 Public Services

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a(i-v): Less Than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. As a highly urbanized community, all of the residentially designated land in the City is served with sewer and water lines, streets, storm drains, and other infrastructure and utilities.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update does not propose any policies or actions that would result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services.

The Housing Element and Public Health and Safety Element Updates, therefore, would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant

environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services listed above. These general plan updates would not change or impact standards, policies, programs and regulations in place that ensure adequate provision of public services. Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on public services.

3.16 Recreation

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a-b: Less Than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program. No specific recreational facilities or the construction or expansion of recreational facilities that might have an adverse physical effect on the environment are included in the Housing Element Update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. The availability, maintenance, and management of park and recreation facilities are covered under the General Plan and the Capital Improvement Program. Based on the above, the Housing Element Update would result in a less than significant impact on recreation.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update proposes the policies that would result in beneficial impacts related to recreation.

Goal 7: Provide public facilities that promote health and hazard preparedness

Policy 7.1: Improve the health and well-being for all ages through improvements in mobility

Policy 7.2: Increase access to open space

Policy 7.3: Create Resilience Centers Throughout South El Monte

Policy 7.4: Ensure safe and maintained walking and biking routes to public facilities

Policy 7.5: Ensure public spaces feel safe to use during the day and night for everyday play, family gatherings, and community events

Policy 7.6: Provide and improve parks and recreation centers that serve all ages and abilities

Based on the above, the Housing Element would have a less than significant impact on recreation, and implementation of the Public Health and Safety Element would have a beneficial impact related to recreation services in the City.

3.17 Transportation

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. TRANSPORTATION – Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–d: Less Than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is

not one of the discretionary actions being undertaken at this time. The development anticipated by the Housing Element would occur primarily on urban infill sites and consist primarily of multi-family and mixed-use development. Therefore, future development associated with implementation of the Housing Element Update would be expected to generate fewer vehicle miles traveled and more multi-modal trips than conventional development. Potential traffic impacts related to increased transportation system demands associated with specific future residential projects would be assessed at the time the projects are actually proposed using the vehicle miles traveled (VMT) methodology, consistent with state guidelines. Mitigation measures would then be adopted as necessary, in conformance with CEQA. The Housing Element Update would not increase hazards due to a design feature, result in inadequate emergency access, or conflict with adopted policies, plans, or programs supporting alternative transportation. Based on the above, the Housing Element Update would result in a less than significant impact on transportation/traffic.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The following policy is included within the Public Health and Safety Element that would increase transportation and mobility to City residents:

Policy 7.4: Ensure safe and maintained walking and biking routes to public facilities

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on transportation, and implementation of Policy 7.4 from the Public Health and Safety Element would result in a beneficial transportation impact.

3.18 Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☒	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–b: Less Than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. The Housing Element Update would not change or alter policies to protect tribal cultural resources.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update would not change or alter policies to protect tribal cultural resources.

The City completed the tribal consultation process, consistent with the requirements of Senate Bill 18 and Assembly Bill 52. Based on the outcome of the consultation process and on the above, the Housing Element and Public Health and Safety Element Updates would result in less than significant impacts to tribal cultural resources.

3.19 Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Explanation of Checklist Judgements:

a–c and e: No Impact; d: Less than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is

not one of the discretionary actions being undertaken at this time. Because the development anticipated by the Housing Element would occur primarily on infill sites already served by well-established utilities service systems, the need for the expansion of existing systems or the construction of new systems, in compliance with applicable statutes and regulations, would be less than significant.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update does not propose any policies or actions that would result in impacts related to utilities and service systems.

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on utilities and service systems.

3.20 Wildfire

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–d: Less Than Significant Impact.

The Housing Element Update is a policy document, consisting of a housing program; no actual development or rezoning is proposed as part of the update. Therefore, its adoption would not, in itself, produce environmental impacts. Implementation of the programs contained in the document would accommodate development required to meet the City's RHNA allocation. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. Because the development anticipated by the Housing Element would occur primarily on infill sites identified outside of the High Fire Hazard Severity Zone the impacts associated with wildfire would be less than significant.

The Public Health and Safety Element is a policy document that establishes the City's goals, policies and actions related to the natural and human-caused hazards and the risk to human life, property damage, and economic and social dislocation from hazard events within the City. The Public Health and Safety Element Update proposes updated goals, policies and actions that support the reduction of impacts related to wildfire as well as response to hazardous conditions, including fires. Specifically, the following goals and policies are related to preparation for, response to, and recovery from wildfires:

Goal 1: Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards

Policy 1.4: Implement programs and standards to mitigate wildfire risk and secondary impacts.

Policy 1.5: When feasible, identify and pursue funding opportunities to develop and implement local mitigation activities

Goal 3: Build social cohesion and increase preparedness and public health through community collaboration

Policy 3.1: Increase the number of residents with preparedness resources and training

Policy 3.2: Create Culturally Appropriate Hazard Preparation and Education

Policy 3.3: Grow partnerships between the public, private, and nonprofit sectors to provide critical services to vulnerable residents in times of crisis

Policy 3.5: Promote continued public awareness of emergency procedures for South El Monte residents, the business population, City staff, and public officials

Goal 4: Strengthen regional systems and fortify critical infrastructure

Policy 4.1: Integrate resilience and sustainability principles into city capital planning

Policy 4.2: Maintain and repair community's infrastructure to minimize the potential for system failure because of a disaster

Goal 5: Maintain adequate response capabilities

Policy 5.1: Strengthen emergency services preparedness and response by linking emergency services with natural hazard mitigation programs and enhancing public education on a citywide scale

Goal 6: Design emergency response to serve a range of community needs

Policy 6.1: Support systems and services that are linguistically inclusive and culturally competent

Policy 6.2: Include Provisions for Special Needs Populations and Communities with Low Rates of Automobile Ownership in Evacuation Plans

Policy 6.3: Ensure that the City's Emergency Plan includes procedures to provide assistance to residents unable to leave their homes in the event of an order to evacuate

Goal 8: Ensure safe, equitable, and efficient recovery

Policy 8.1 Expand workforce preparedness training opportunities and programs to quickly restore essential city services after a major shock

Based on the above, the Housing Element and Public Health and Safety Element Updates would have a less than significant impact on wildfire.

3.21 Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Explanation of Checklist Judgements:

a–c: Less Than Significant Impact.

As discussed throughout the above portions of the Initial Study/Negative Declaration, the Housing Element and Public Health and Safety Element Updates are policy documents and adoption of these Element Updates alone would not produce environmental impacts. Although implementation of the programs contained in the Housing Element Update would accommodate development required to meet the City's RHNA allocation, the Housing Element does not identify, describe, promote, entitle, or permit any particular residential development project. While a rezoning program is identified within the Housing Element Update, the actual rezoning of property within the City to accommodate RHNA allocations would occur at a future date and is not one of the discretionary actions being undertaken at this time. The Public Health and Safety Element Update is also a policy document that does not identify, describe, promote, entitle, or permit any particular development projects. Instead, however, the Public Health and Safety Element sets forth goals, policies, and actions designed to prevent, prepare for, respond to, and recover from natural- and human-caused disasters.

The Housing Element and Public Health and Safety Element Updates do not change the allowed densities or type of development that may occur within the City. The act of adopting the Housing Element and Public Health and Safety Element Updates does not, therefore, have the potential to result in environmental impacts, either limited or cumulative, affecting habitat; plant or animal communities; rare, endangered or threatened species; historic resources; or human beings. As discussed in Sections 3.1 through 3.20 of this Initial Study/Negative Declaration, impacts associated with the adoption of these Element Updates would either result in no negative impacts, or less than significant impacts.

4 References

4.1 References Cited

14 CCR 15000–15387 and Appendices A through L. Guidelines for Implementation of the California Environmental Quality Act, as amended.

California Department of Conservation. 2021. California Important Farmland Finder. Accessed July 8, 2021. <https://maps.conservation.ca.gov/DLRP/CIFF/>.

California Public Resources Code, Section 21000–21177. California Environmental Quality Act, as amended.

City of South El Monte. 2000. Public Safety Element of the South El Monte General Plan. Accessed July 27, 2021. <https://www.cityofsouthelmonte.org/DocumentCenter/View/154/Public-Safety-Element-PDF>.

City of South El Monte. 2000. Resources Element of the South El Monte General Plan. Accessed July 27, 2021. <https://www.cityofsouthelmonte.org/DocumentCenter/View/155/Resources-Element-PDF>.

City of South El Monte. 2015. Sewer System Management Plan. Accessed July 27, 2021. <https://www.cityofsouthelmonte.org/DocumentCenter/View/230/City-of-South-El-Monte-Sewer-System-Management-Plan-PDF?bidId=>.

U.S. Environmental Protection Agency, 2021. Webpage: Climate Change Indicators: Atmospheric Concentrations of Green House Gases. Viewed April 2021. Available at: <https://www.epa.gov/climate-indicators/climate-change-indicators-atmospheric-concentrations-greenhouse-gases>

ATTACHMENT F

South El
Monte

City of South El Monte General Plan Amendment: Housing Element; Public Health, Safety & Environmental Justice Element; CEQA

CITY COUNCIL MEETING

OCTOBER 12, 2021

Overview

Introductions

Project Overview

Public Health, Safety &
Environmental Justice Element

Housing Element



COLBY CATALDI

Community
Development Director

IAN MCALEESE

City Project Manager

DUDEK

ASHA BLEIER

Project Manager

ERIKA VAN SICKEL

Housing Element Lead

ELIZABETH DICKSON

Housing Planner

Project Overview – General Plan Amendment

- Update Housing Element (6th Cycle; 2021 – 2029)
- Update Public Health, Safety & Environmental Justice Element
- Negative Declaration

Requested Actions

- Recommend City Council adopt the General Plan Amendment: Housing Element and Public Health, Safety & Environmental Justice Elements.
- Recommend City Council certify the Negative Declaration pursuant to CEQA.

Public Health, Safety & Environmental Justice Element

A set of goals, policies, and actions that address both natural and human caused hazards related to air pollution, extreme heat, flooding, earthquakes, hazardous materials, wildfires, and climate change.

Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of laws, regulations, and policies.

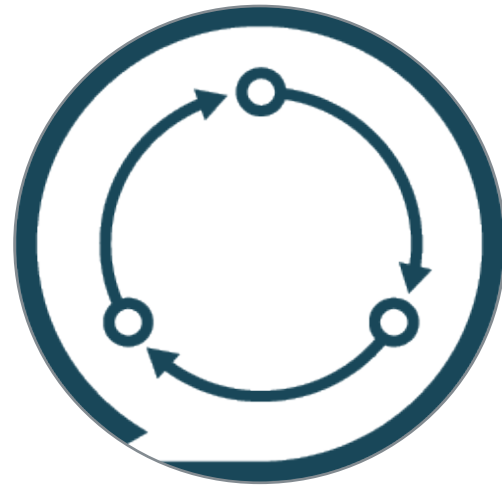


What is the purpose of the Public Health, Safety & Environmental Justice Element?



Mitigation

- Reducing or stabilizing the hazard



Preparedness

- Readiness in the event of an emergency



Response

- Stabilizing an emergency event



Recovery

- Steps to build back better after an event

Environmental Justice & Equity

Public Outreach Summary

- Two (2) Online Surveys
- Virtual Public Workshop
- Virtual Joint Session
- Eight (8) Stakeholder Interviews
- In-person Concert in the Park



Goals of the Public Health, Safety & Environmental Justice Element

- **Goal 1:** Minimize risks, such as loss of life, injury, property damage, and natural resource destruction from natural hazards
- **Goal 2:** Promote a community safe from human-caused hazards
- **Goal 3:** Build social cohesion and increase preparedness and public health through community collaboration
- **Goal 4:** Strengthen regional systems and fortify critical infrastructure

Goals of the Public Health, Safety & Environmental Justice Element

- **Goal 5:** Design emergency response to serve a range of community needs
- **Goal 6:** Provide public facilities that promote health and hazard preparedness
- **Goal 7:** Ensure safe, equitable, and efficient recovery
- **Goal 8:** Ensure access to healthy food.

Questions and Comments

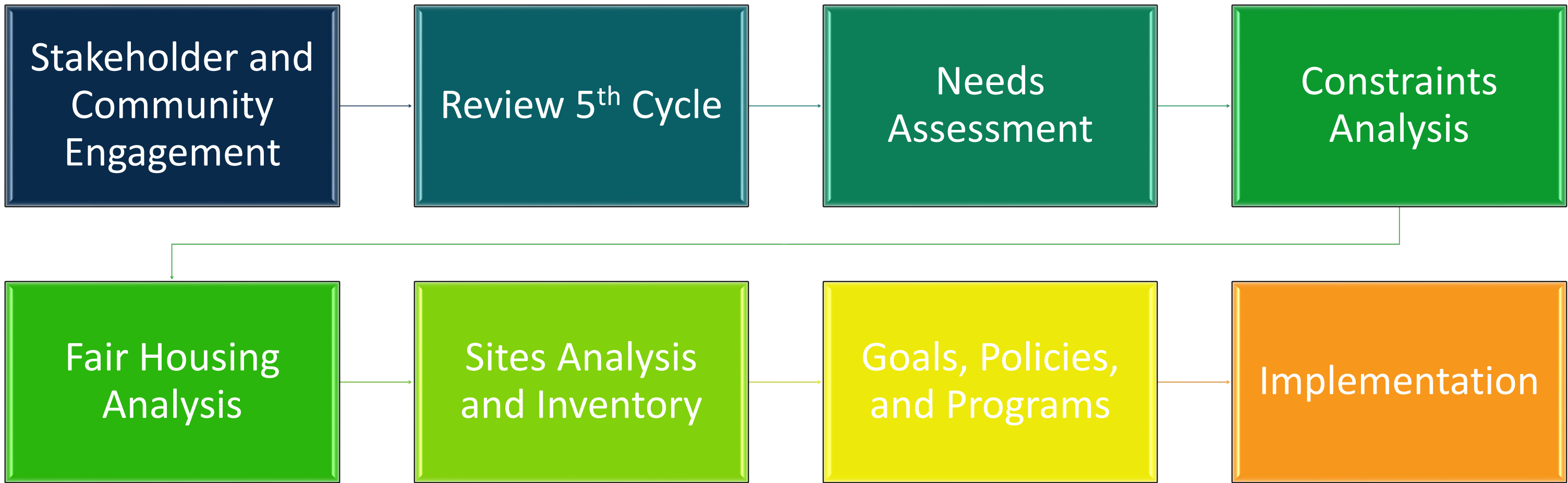
Housing Element Overview

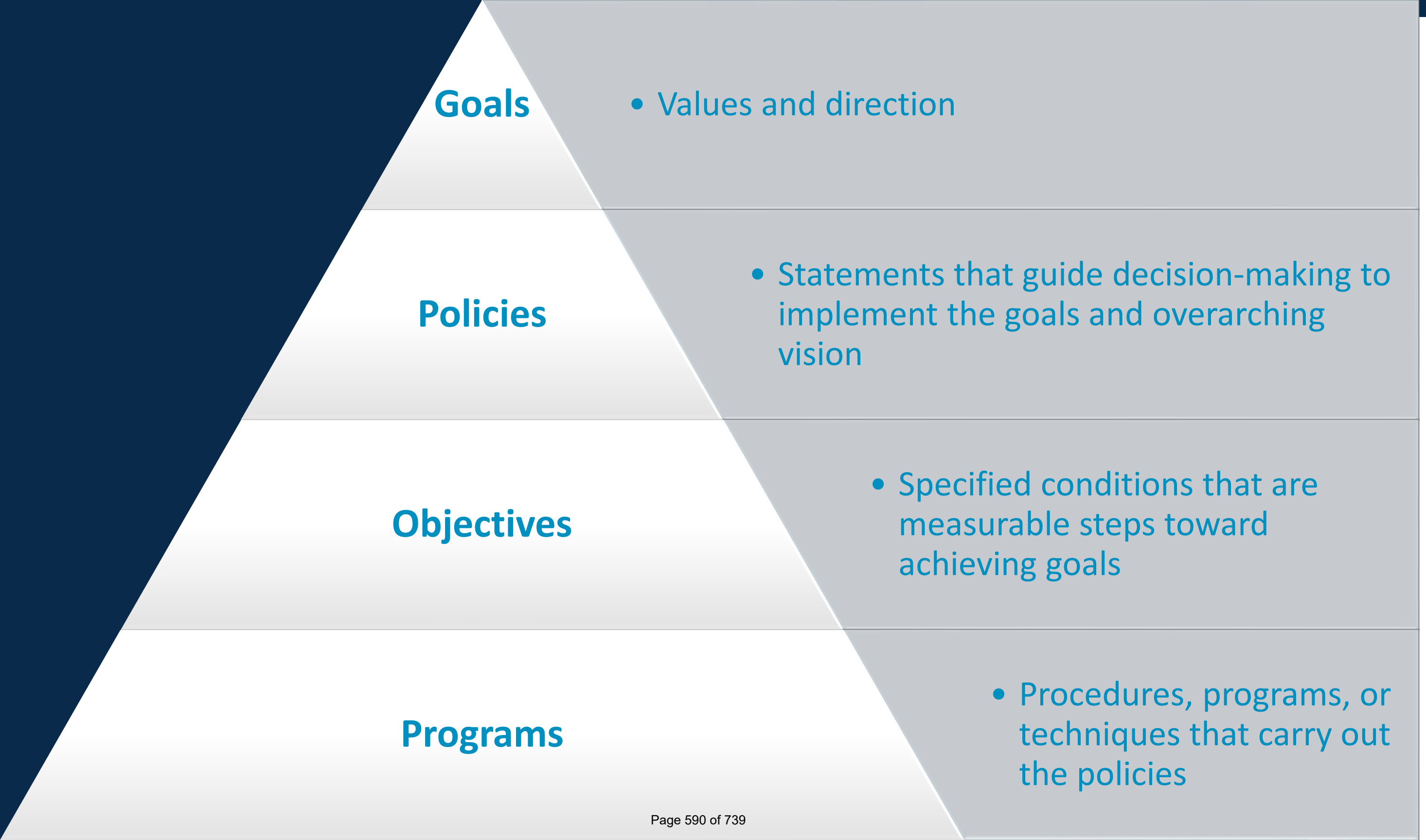
Housing Element

A comprehensive strategy
to achieving the City's
housing needs



Housing Element Components





Goals

- Values and direction

Policies

- Statements that guide decision-making to implement the goals and overarching vision

Objectives

- Specified conditions that are measurable steps toward achieving goals

Programs

- Procedures, programs, or techniques that carry out the policies

Regional Housing Needs Allocation (RHNA)

6 th Cycle RHNA (2021-2029)		
Lower-Income Units	Moderate- Income Units	Above Moderate- Income Units
195	70	312

577 Total RHNA
Units

NOTE: HCD requires a 15-30%
buffer to ensure No Net
Loss of Capacity

Sites Analysis and Inventory

The Sites Analysis and Inventory identifies candidate sites under existing zoning that can accommodate the City's 2021-2029 RHNA need

Capacity Identified on Vacant and Underutilized Sites

Lower income sites must meet additional State criteria

- Site size between 0.5 and 10 acres
- Default density of 20 dwelling units per acre

Summary of Capacity and Credit

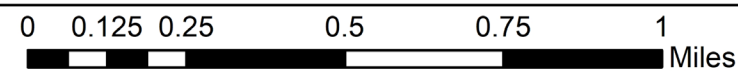
Category	Total Units	Lower-Income Units	Moderate-Income Units	Above Moderate-Income Units
RHNA	577	195	70	312
Pipeline Residential Development Credited Toward RHNA	395	24	20	351
Potential Accessory Dwelling Units	64	43	2	19
Vacant Site Capacity	16	16	0	0
Underutilized Site Capacity	193	115	78	—
Total Capacity	668	198	100	370
Total Capacity Surplus (+)	—	+3	+30	+58
Additional Capacity for Buffer Through Rezoning	64 units			

Existing Capacity Identified in Sites Inventory

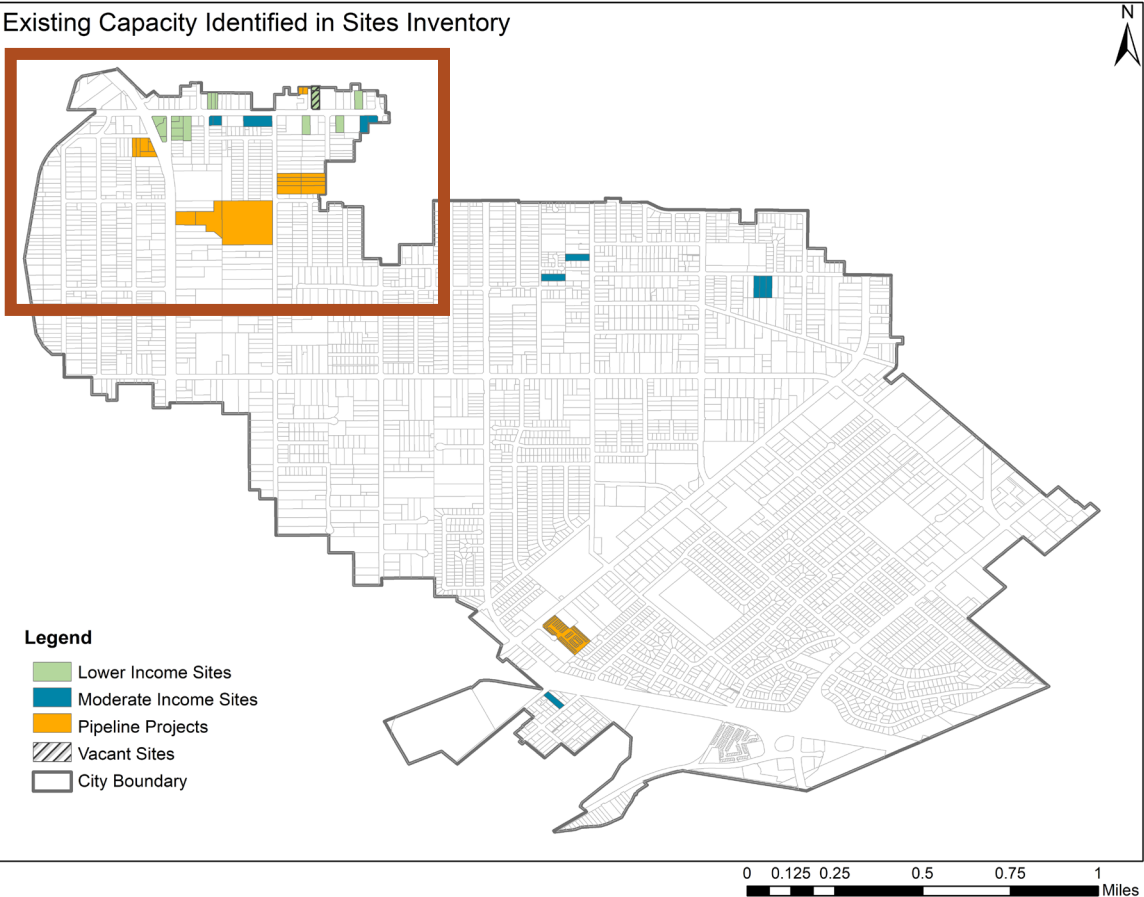


Legend

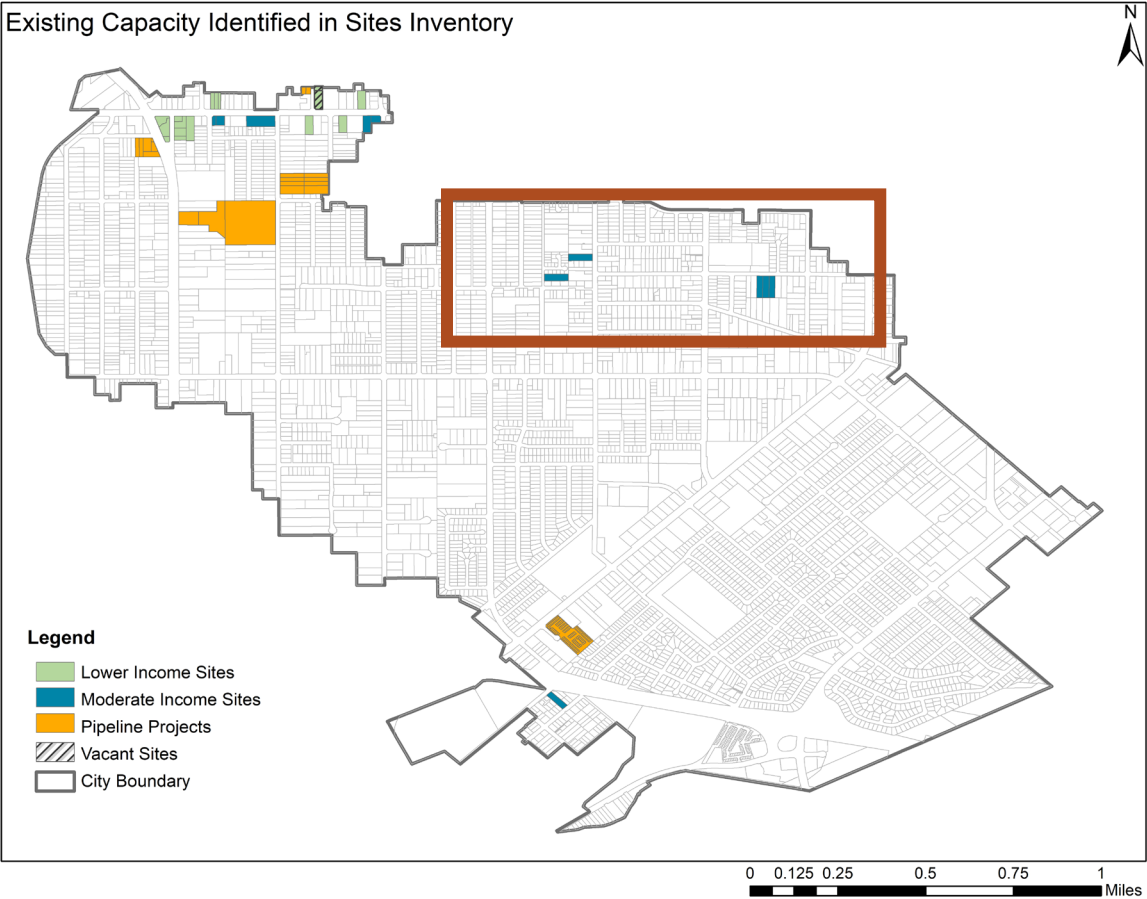
-  Lower Income Sites
-  Moderate Income Sites
-  Pipeline Projects
-  Vacant Sites
-  City Boundary



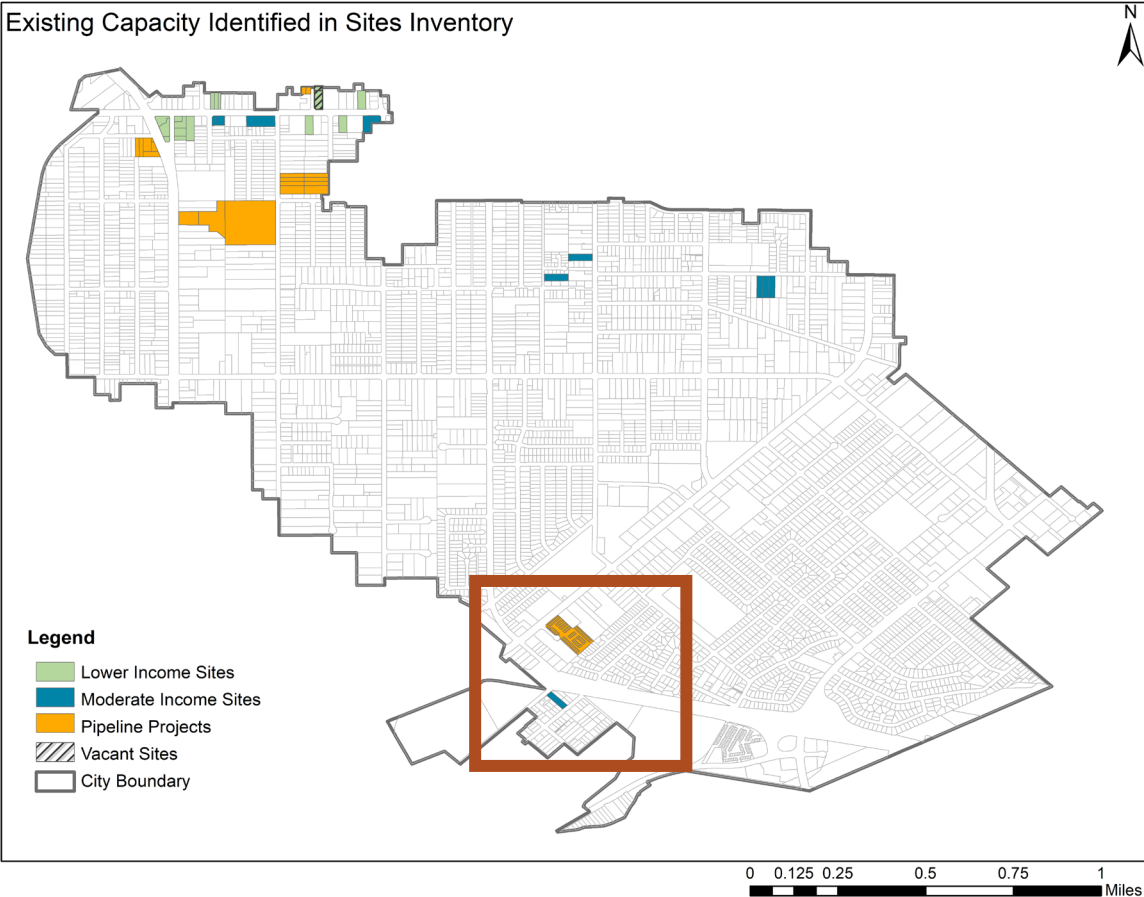
Identified Capacity and Credits



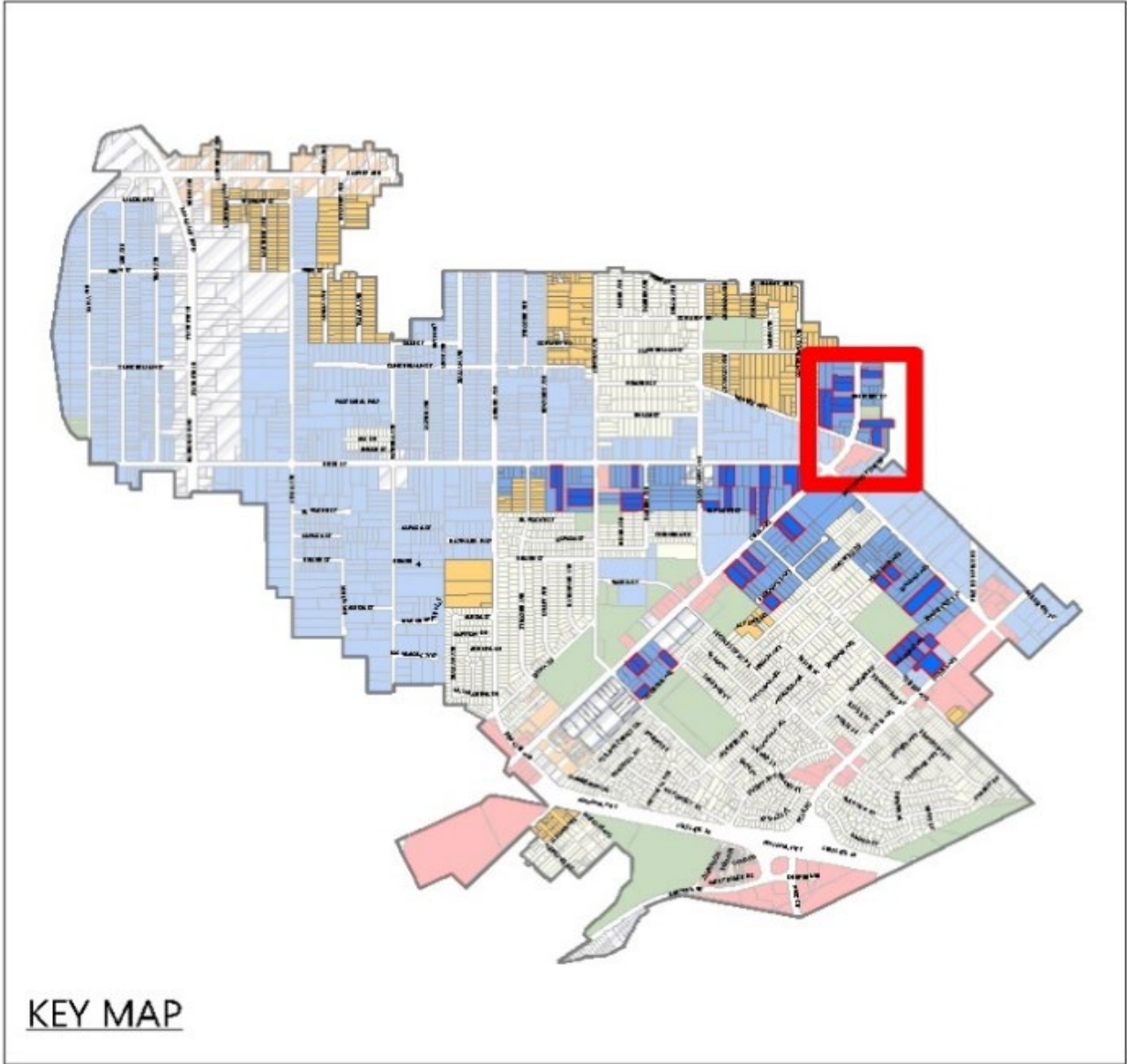
Identified Capacity and Credits



Identified Capacity and Credits



Identified Rezone Sites



LEGEND

IDENTIFIED Rezone Parcels (14 parcels)

ZONING

- UNCLASSIFIED
- C
- C-M
- C-R
- M
- P-F
- R-1
- R-3
- CITY BOUNDARY

Outreach Conducted



- Online Survey
- Stakeholder Interviews
- Public Workshops
- Concert in the Park
- Joint Session
- Planning Commission Informational Session
- City Council Informational Session

Housing Goals and Programs

Housing Element Goals



A Variety of
Housing Types



Quality
Neighborhoods



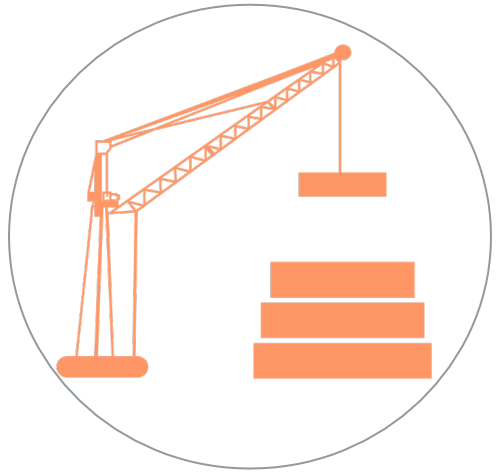
Land Use
Compatibility



Housing
Choices for All



Facilitation of Housing Development



- Rezone to create a buffer for the RHNA
- Review of C-R Zoning
- Lot Consolidation
- Density Bonus Updates

Code Amendments for Legislative Compliance



- Permitting large group care facilities
- SB 35 streamlining
- Addressing parking constraint for multifamily
- Housing on Religious Sites (YIGBY)

Code Amendments for Legislative Compliance (Continued)



- ADU ordinance and affordable incentive (AB 671)
- Emergency Shelter parking (AB 139)
- Employee and farmworker housing (Employee Housing Act)
- Supportive housing (AB 2162)
- Low barrier navigation centers (AB 101)

Ongoing Monitoring and Updates



- Monitor zoning code for consistency with updates to state legislation
- Consideration of an update to the General Plan
- Track housing capacity throughout cycle (SB 166)
- Track development and ensure replacement of lost units (SB 330)
- Ensure new design standards are objective (SB 330)

Housing Assistance Programs



- Housing Choice Vouchers
- Affordable rental housing development
- Affordable home ownership program
- First-time homebuyer program

Coordination and Communication



- Partnerships to address the needs of those experiencing homelessness
- Updates to the City's website to promote the availability of resources and programs
- Education on fair housing and accessibility

Next Steps

Housing Element

HCD and Public Review

Address Comments & Finalize Housing Element

Planning Commission 9/21

City Council Adoption 10/12

HCD Final Certification (up to 90 days)

Questions and Comments



City Council Agenda Report

Agenda Item No. 9.a.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-64, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO THE ENERGY COALITION (TEC) TO PROVIDE PROJECT DESIGN & MANAGEMENT SERVICES; AND ADOPTION OF RESOLUTION NO. 21-65, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO PASSIVE LOGIC TO PROVIDE PROJECT DESIGN & IMPLEMENTATION SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

SUMMARY: The City of South El Monte, in partnership with The Energy Coalition (TEC) and Passive Logic, received a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by United States Department of Energy (DOE). The awarded funds will be used for design and implementation of the South El Monte Autonomous Building Controls Retrofit Project. This project will perform much needed energy efficiency retrofits for three City facilities - Community Center, Senior Center, and Mini Center. The City must enter into agreements with its partners TEC and Passive Logic before initiating the project.

RECOMMENDED ACTION: Staff recommends City Council to do the following:

1. Adopt Resolution No. 21-64, awarding professional services agreement to TEC to provide project design and management services, in the amount of \$90,000; and
2. Adopt Resolution No. 21-65, awarding professional services agreement to Passive Logic to provide project design & implementation services, in the amount of \$272,279.

FISCAL IMPACT: The Project will be funded from the following sources:

Federal

Department of Energy	\$747,494
Budget	\$747,494

Non-Federal (Cost Share)

TEC / SoCalREN	\$220,770
Passive Logic	\$48,899
City of South El Monte	\$134,981
Budget	\$404,650

Federal	\$747,494
Non-Federal (Cost Share)	\$404,650
Total Budget	\$1,152,144

The cost to install the energy efficiency measures and manage the project is \$1,152,144. DOE will provide \$747,494 of the project costs. Project partners including The Energy Coalition (TEC) and Passive Logic will also share costs of \$220,770 and \$48,899.00 respectively. Therefore, the City has appropriated \$134,981 from the DOE Building Retrofit Project Special Revenue Fund, which will be reimbursed on a quarterly basis via the DOE Award.

DISCUSSION: In September, 2020, The Energy Coalition in partnership with Passive Logic, applied for a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by United States Department of Energy (DOE).

In January, 2021, the City of South El Monte was selected by DOE for award negotiation.

On June 4, 2021, DOE awarded the City \$1,152,144 in reimbursable funds, that includes a \$404,650 cost share requirement for the South El Monte Autonomous Building Controls Retrofit Project.

On June 22, 2021, Council approved the South El Monte Autonomous Building Controls Retrofit Project Funding Agreement between the City and DOE, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the Funding Agreement.

The South El Monte Autonomous Building Controls Retrofit project will perform much needed energy efficiency retrofits for three City facilities - Community Center, Senior Center, and Mini Center. The project proposes to install PassiveLogic's Autonomous Building Platform to implement autonomous building controls that will reduce energy consumption and peak electricity demand. The City's goal for this project to achieve deep energy savings and address facility improvements that have been routinely deferred.

The implementation of the Autonomous Building Platform will result in greater and longer lasting energy savings than installation of energy efficiency measures alone. The technology is unique and well-suited for this project because it results in building performance improvements for occupants and increased energy efficiency. The validation goals of the project are to demonstrate the new hardware compatibility with three common public sector building types, show that DOE investment in data standardization is commercially deployable, and transform public sector buildings into grid-interactive efficient buildings.

Staff recommends that the City Council direct the City Manager or designee to execute the attached Professional Service Agreements with its project partners TEC and Passive Logic to implement the project.

ATTACHMENT(S):

- A. Resolution No. 21-64
- B. Professional Service Agreement (The Energy Coalition)
- C. Resolution No. 21-65
- D. Professional Service Agreement (Passive Logic)

ATTACHMENT A

RESOLUTION NO. 21-64

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING PROFESSIONAL SERVICE AGREEMENT TO THE
ENERGY COALITION (TEC) TO PROVIDE PROJECT DESIGN
AND MANAGEMENT SERVICES FOR SOUTH EL MONTE
AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

WHEREAS, In September, 2020, The Energy Coalition in partnership with Passive Logic, applied for a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by United States Department of Energy (DOE); and

WHEREAS, In January, 2021, the City of South El Monte was selected by DOE for award negotiation; and

WHEREAS, On June 4, 2021, DOE awarded the City \$1,152,144 in reimbursable funds, that includes a \$404,650 cost share requirement for the South El Monte Autonomous Building Controls Retrofit Project; and

WHEREAS, On June 22, 2021, Council approved the South El Monte Autonomous Building Controls Retrofit Project Funding Agreement between the City and DOE, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement; and

WHEREAS, the City needs to enter into agreement with The Energy Coalition in order to implement the project.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to execute a professional service agreement with Passive Logic in the amount of \$90,000. The Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 12th day of October, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-64 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 12th day of October, 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

THE ENERGY COALITION, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
THE ENERGY COALITION**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 13th day of July, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and THE ENERGY COALITION, INC., a California-based 501(c)3 non-profit corporation, (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety Thousand Dollars (\$90,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 3 years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for 1 additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Craig Perkins
(Name)

Executive Director & President
(Title)

Marc Costa
(Name)

Director
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own

expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

THE ENERGY COALITION, INC., a California-based 501(c)3 non-profit corporation,

By: _____
Name: Craig Perkins
Title: President and Executive Director

By: _____
Name: _____
Title: _____

Address: 525 Technology
STE 350 Irvine CA 92618

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	_____
_____	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	
☐ GENERAL	_____
☐ ATTORNEY-IN-FACT	NUMBER OF PAGES
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	_____
☐ OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	_____
☐ TRUSTEE(S)	DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR	_____
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the following services related to deploying, testing, and validating the performance of an autonomous building platform and utilize a digital twin model in concurrence with the installation of energy efficiency measures in three municipal buildings (“project”) attached as Exhibit A-1.
 - A. Work with City and team members to finalize project design and design specifications for all Energy Efficiency Measures (EEMs) and controller equipment.
 - B. Support City on specifications and procedures for equipment procurement.
 - C. Work with project team to support system installation of new equipment and control devices.
 - D. Assist with developing City acceptance criteria for system commissioning of the new building energy management system and ensure connection to the Hive Controller.
 - E. Support team with data collection, launch digital twin model and implement control strategies.
 - F. Work with engineering team to develop, begin, and finalize Measurement and Verification (M&V) against a weather normalized baseline model.
 - G. Work with team to develop reports on Performance Analysis. Collect and analyze results of the Measurement and Verification period
 - H. Dissemination plan:
 - a. Assist with Technology and Transition Plan creation to highlight the range of energy savings impacts, methods for calculating savings, and strategies for successful implementation. Consultant will prepare a combination of papers and/or presentations to highlight the project findings and showcase how successes can be replicated by other public agencies.

- I. Coordination and oversight of Southern California Regional Energy Network (“SoCalREN”), which is providing match funding for work including:
 - a. Support for implementation of energy efficiency measures including the following:
 - i. Develop detailed audit calculations
 - ii. Analyze and present each measures’ financial merits to the City
 - iii. Develop a Project Feasibility Study and all documentation for SoCalREN's Meter Savings Program
 - iv. Develop specific energy project Scope of Work
 - v. Support City in procurement activities related to this project
 - vi. Support with commissioning of energy efficiency measures
 - vii. Provide engineering support to develop Digital Twin Model for PassiveLogic’s system
 - viii. Perform 12-month Measurement and Verification by starting a data collection period for project measurement and verification against a weather normalized baseline model
 - ix. Measure the energy savings attributed to this project at the meter-level
 - x. Leverage the SoCalREN’s extensive network with public agencies to increase awareness and potential adoption of PassiveLogic’s technology
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. Develop technical validation metrics

- B. Provide progress reports towards key milestones and objectives
 - C. Provide edits and collaborate with project partners on Technology and Transition Plan creation to highlight the range of energy savings impacts, methods for calculating savings, and strategies for successful implementation
 - D. Lead the writing and complete the Final Report for this project, to be submitted to the Department of Energy (DOE)
 - E. Produce a workpaper describing and summarizing the project and its benefits that can be applied to other facilities in other public agencies
 - F. Provide status updates related to coordination efforts with SoCalREN, which is providing match funding for work related to the project
 - G. Provide engineering support to develop Digital Twin for PassiveLogic's system
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
- A. Installation Verification
 - B. Measurement & Verification Analysis and Report
 - C. Final Report
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the Services:
- A. Code Bruder – Project Manager
 - B. Marc Costa – Director
 - C. Alex Ricklefs – Program Manager

D. Robinson Chigiti – Project Coordinator

E. TRC Companies (through the SoCalREN)

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

<u>Budget Period</u>	<u>Task</u>	<u>SCOPE</u>	<u>Budget</u>	<u>Start Date</u>	<u>End Date</u>
1	1	Work with City and team members to finalize project design and design specifications for all EEMs and controller equipment.	\$9,000	07/2021	09/2021
	2	Support City on specifications and procedures for equipment procurement.	\$4,500	09/2021	01/2022
	3	Work with project team to support system installation of new equipment and control devices.	\$9,000	01/2022	07/2022
2	4	Assist with developing City acceptance criteria for system commissioning of the new building energy management system and ensure connection to the Hive Controller.	\$9,000	07/2022	09/2022
	5	Support team with data collection, launch digital twin model and implement control strategies	\$13,500	09/2022	11/2022
	6 BP1	Work with engineering team to develop and begin Measurement and Verification (M&V) against a weather normalized baseline model.	\$9,000	11/2022	12/2023
3	6 BP2	Work with engineering team to finalize Measurement and Verification (M&V) against a weather normalized baseline model.	\$4,500	12/2023	2/2024
	7	Work with team to develop reports on Performance Analysis. Collect and analyze results of the measurement and verification period	\$13,500	02/2024	04/2024
	8	Dissemination plan – Assist with Technology and Transition Plan creation to highlight the range of energy savings impacts, methods for calculating savings, and strategies for successful implementation. Consultant will prepare a combination of papers and/or presentations to highlight the project findings and showcase how successes can be replicated by other public	\$18,000	04/2024	06/2024

		agencies.			
--	--	<u>Total</u>	\$90,000	--	--

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C-1”

Consultant Billing Rates

<u>Title</u>	<u>Hourly Rate (\$)</u>
Director	210
Program Manager	175
Project Manager	135
Project Coordinator	100

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Performance Period 1	<u>365</u>	<u>06/30/2022</u>
B.	Performance Period 2	<u>365</u>	<u>06/30/2023</u>
C.	Performance Period 3	<u>365</u>	<u>06/30/2024</u>

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

A. System Installation no later than June 30, 2022.

B. Measurement & Verification Analysis no later than June 30, 2023. C. Final Report no later than June 30 2024.

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

ATTACHMENT C

RESOLUTION NO. 21-65

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING PROFESSIONAL SERVICE AGREEMENT TO
PASSIVE LOGIC TO PROVIDE PROJECT DESIGN AND
IMPLEMENTATION SERVICES FOR SOUTH EL MONTE
AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

WHEREAS, In September, 2020, The Energy Coalition in partnership with Passive Logic, applied for a grant through the Building Technologies Proving Ground – Public Sector Field Validation Funding Opportunity, a program administered by United States Department of Energy (DOE); and

WHEREAS, In January, 2021, the City of South El Monte was selected by DOE for award negotiation; and

WHEREAS, On June 4, 2021, DOE awarded the City \$1,152,144 in reimbursable funds, that includes a \$404,650 cost share requirement for the South El Monte Autonomous Building Controls Retrofit Project; and

WHEREAS, On June 22, 2021, Council approved the South El Monte Autonomous Building Controls Retrofit Project Funding Agreement between the City and DOE, and authorized the City Manager to execute the agreement and take all actions necessary to effectuate the agreement; and

WHEREAS, the City needs to enter into agreement with Passive Logic in order to implement the project.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to execute a professional service agreement with Passive Logic in the amount of \$272,279. The Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 12th day of October, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-65 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 12th day of October, 2021, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT D

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

PASSIVELOGIC, INC

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
PASSIVELOGIC, INC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 13th day of July, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and PASSIVELOGIC, INC., a Delaware C-corporation located in Holladay, UT (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed shall not exceed Two Hundred Seventy Two Thousand Two

Hundred Seventy Nine Dollars (\$272,279.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 3 years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for 1 additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be [_____ or] such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City

Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: Troy Harvey
Title: CEO

By: _____
Name: Jeremy Fillingim
Title: CTO

Address: 6405 South 300
Suite 300
Holladay, UT 84121

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the following Services:
 - A. Maintain a dedicated project lead to oversee project activities and act as the main point of contact to the Department of Energy (“DOE”).
 - B. Provide data collection system to be used throughout the project and during the assessment and measurement and verification phase.
 - C. Implement controls technology and perform necessary engineering and monitoring
 - a. Install and commission the Hive Controller
 - b. Provide a system to advance the automation of the facilities including:
 - i. Cell Modules
 - ii. Hive Satellite Box
 - iii. Swarm Sensor
 - c. Provide an engineer that will be available to resolve issues and manage the system as needed.
 - D. Train relevant staff to operate the PassiveLogic platform
 - E. Help oversee progress towards key milestones and objectives
 - F. Assist with Technology and Transition Plan creation to highlight the range of energy savings impacts, methods for calculating savings, and strategies for successful implementation.

- G. Aid in the Final Report writing as it pertains to the installation and implementation of the aforementioned technologies
 - a. This report will focus on actual energy savings, total actual costs, and scalability for public agencies across the country.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. Create the digital twin of the sites, and provide access through PassiveLogic software
 - B. Provide data pre and post hardware installation
 - C. Provide access to relevant data management platforms for the duration of the grant
 - D. Assist with the Technology and Transition Plan
 - E. Assist with the DOE grant Final Report
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the Services:

i.

Title	Name
C-Level Officer	Larry Weber
Account Manager	Brian Alward
Project Manager	John Easterling
Senior Engineer	John Easterling
Junior Engineer	Justin Meiners
Field Application Engineer	Kepler Ridge

- ii. Consultant will have discretion to staff the project and make changes to the above subsection i. as it deems necessary.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Section 2.1, “Contract Sum” is amended to read:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed shall not exceed ***Two Hundred Seventy Two Thousand Two Hundred Seventy Nine Dollars (\$272,279.00)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9. ***Consultant shall provide in kind match share funding in the amount of Forty Eight Thousand Eight Hundred Ninety Nine Dollars (\$48,899).***

Section, 4.5, “Prohibition Against Subcontracting or Assignment” is deleted in its entirety.

~~“4.5—Prohibition Against Subcontracting or Assignment.~~

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

Section 5.1, “Insurance Coverages” is amended to read

“5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than ~~\$2,000,000~~ **\$1,000,000** per occurrence, ~~\$4,000,000~~ **\$2,000,000** general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least ~~\$1,000,000~~ **\$100,000**).

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

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

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	Budget Period	Phase Budget	Estimated Cost Share	SOPO Section
On Site Scoping	BP1	\$9,000	\$0	n/a
DAQ System Design	BP1	\$5,750	\$0	1.5
DAQ System Installation	BP1	\$23,000	\$0	1.5
BP1 Project Management & Engineering Support Q1	BP1	\$3,500	\$0	n/a
BP1 Project Management & Engineering Support Q2	BP1	\$3,500	\$0	n/a
BP1 Project Management & Engineering Support Q3	BP1	\$3,500	\$0	n/a
BP1 Project Management & Engineering Support Q4	BP1	\$3,500	\$0	n/a
Integrate New Equipment to DAQ System	BP1	\$5,750	\$0	3.2
Design PassiveLogic Control System	BP1	\$5,750	\$0	3.1 / 5.1
Create and Deploy Digital Twins	BP2	\$5,750	\$0	5.1
Install PassiveLogic Control System	BP2	\$45,949	\$48,899	3.1
Commissioning Assistance	BP2	\$10,000	\$0	4.3
System Handoff/Training	BP2	\$10,000	\$0	n/a
BP2 Project Management & Engineering Support Q1	BP2	\$16,000	\$0	n/a
BP2 Project Management & Engineering Support Q2	BP2	\$16,000	\$0	n/a
BP2 Project Management & Engineering Support Q3	BP2	\$16,000	\$0	n/a
BP2 Project Management & Engineering Support Q4	BP2	\$16,802	\$0	n/a
Technology Transition Plan Assistance	BP3	\$15,000	\$0	7.1
DOE Final Grant Report Assistance	BP3	\$25,000	\$0	7.1
BP3 Project Management & Engineering Support Q1	BP3	\$8,000	\$0	n/a
BP3 Project Management & Engineering Support Q2	BP3	\$8,000	\$0	n/a
BP3 Project Management & Engineering Support Q3	BP3	\$8,000	\$0	n/a
BP3 Project Management & Engineering Support Q4 & Close Out	BP3	\$8,528	\$0	n/a
Totals	0	\$272,279	\$0	

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C-1”

Consultant Billing Rates

<u>Title</u>	<u>Hourly Rate (\$)</u>
C-Level Officer	\$200
Account Manager	\$100
Project Manager	\$90
Senior Engineer	\$90
Junior Engineer	\$75
Field Application Engineer	\$60

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Performance Period 1	<u>365</u>	<u>06/30/2022</u>
B. Performance Period 2	<u>365</u>	<u>06/30/2023</u>
C. Performance Period 3	<u>365</u>	<u>06/30/2024</u>

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A. System Installation no later than September 30, 2022**
- B. Measurement & Verification Analysis no later than June 30, 2023.**
- C. Final Report no later than June 30, 2024.**

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



City Council Agenda Report

Agenda Item No. 9.b.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 21-66, AWARDING CONTRACT SERVICES AGREEMENT TO COUNCIL FOR WATERSHED HEALTH TO PROVIDE PROJECT ADMINISTRATION SERVICES FOR MERCED AVENUE GREENWAY PROJECT

SUMMARY: The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) Best Management Practices (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-66, awarding a contract services agreement to Council for Watershed Health to provide project administration services for the Merced Avenue Greenway Project, in the amount of \$412,447.

FISCAL IMPACT: The contracted services will be paid with CNRA Grant funds. There is no fiscal impact to the City and no use of General Funds.

DISCUSSION: The City has worked to develop long-term partners in the Merced Avenue Greenway Project, including nonprofit organizations of Council for Watershed Health, Active SGV, and Climate Resolve, who all worked with the City to develop and submit a series of grant applications which were recently awarded for a total of \$9.8 Million. These grants will support the entire construction of the greenway as well as the partners' engagement, monitoring, technical assistance, and training activities around implementation. In order to implement the project, the City must enter into an agreement with its partner, Council for Watershed Health, which will provide project administration services.

On February 16, 2021, the City received approval of funding for the Merced Avenue Greenway Project in the amount of \$2,589,214 from the State Water Resources Control Board.

On July 17, 2021, the City received funding in the amount of \$3,000,000 from the

California National Resources Agency (CNRA).

On September 14, 2021, the City received approval of funding in the amount of \$3,197,240 from the FY 21-22 funding cycle of the County of Los Angeles Measure W (Safe Clean Water Program).

On September 20, 2021, the City was awarded a grant in the amount of \$731,720 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC).

On March 25, 2021, the City was awarded a grant in the amount of \$299,953 from the United States Bureau of Reclamation (WaterSMART Program).

All five grant applications awarded for construction on the south corridor total \$9.8 Million. These grants support the entire construction of the greenway as well as the partners' engagement, monitoring, technical assistance, and training activities around implementation.

The Grant Agreement (Attachment C) for the California Natural Resources Agency (CNRA) Prop 68 grant award (approved by City Council on July 17, 2021) specifically allows Council for Watershed Health to begin work on pre-construction tasks that include a) developing protocols and a plan for pre- and post-construction water quality monitoring before this upcoming storm season, b) technical services to assist with grant reporting and finalizing the construction bid package, and c) re-engagement with residents on updates, current status, and an outreach plan that will showcase the educational benefits of the new Greenway.

Therefore, staff recommends that the City Council direct the City Manager or designee to execute a Contract Service Agreement (Attachment B) with the Council for Watershed Health to begin implementation of the project.

ATTACHMENT(S):

- A. Resolution No. 21-66
- B. Contract Services Agreement (Council for Watershed Health)
- C. Grant Agreement- California Natural Resources Agency

ATTACHMENT A

RESOLUTION NO. 21-66

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING CONTRACT SERVICE AGREEMENT TO COUNCIL
FOR WATERSHED HEALTH TO PROVIDE PROJECT
ADMINISTRATION SERVICES FOR MERCED AVENUE
GREENWAY PROJECT

WHEREAS, On February 16, 2021, the City received approval of funding for the Merced Avenue Greenway Project in the amount of \$2,589,214 from the State Water Resources Control Board; and

WHEREAS, On July 17, 2021, the City received funding in the amount of \$3,000,000 from the California National Resources Agency (CNRA); and

WHEREAS, On September 14, 2021, the City received approval of funding in the amount of \$3,197,240 from the FY 21-22 funding cycle of the County of Los Angeles Measure W (Safe Clean Water Program); and

WHEREAS, On September 20, 2021, the City received approval of funding in the amount of \$731,720 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC); and

WHEREAS, On March 25, 2021, the City was awarded a grant in the amount of \$299,953 from the United States Bureau of Reclamation (WaterSMART Program); and

WHEREAS, The Grant Agreement for the California Natural Resources Agency (CNRA) Prop 68 grant award approved by City Council on July 17, 2021, specifically allows Council for Watershed Health to begin work on pre-construction tasks; and

WHEREAS, the City needs to enter into agreement with Council for Watershed Health in order to implement the project.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to execute a contract service agreement with Council for Watershed Health in the amount of \$412,447. The Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 12th day of October, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-66 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 12th day of October, 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

COUNCIL FOR WATERSHED HEALTH

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
COUNCIL FOR WATERSHED HEALTH**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and Council for Watershed Health, a California 501(c)3 non-profit corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City submitted a proposal for the California Natural Resources Agency (“CNRA”) Green Infrastructure Grant for the Merced Avenue Greenway Project. City’s Proposal is attached hereto as **Exhibit A-1**.

B. The City was selected as a Grantee; and City and the CNRA entered into a Grant Agreement on July 20, 2021. The Grant Agreement is attached hereto as **Exhibit E**.

C. In the City’s proposal, the City listed Council for Watershed Health (“Consultant”) as a sub-grantee to implement the proposal.

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

E. The Parties desire to formalize sub-grantee Consultant’s performance of those services defined and described particularly in ARTICLE 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Twelve Thousand, Four Hundred Forty-Seven Dollars (\$412,447.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one (1) additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Eileen Alduenda
(Name)

Executive Director
(Title)

Jason Casanova
(Name)

Director of Planning
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be the Community Development Director, or such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City

Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

COUNCIL FOR WATERSHED HEALTH, a nonprofit corporation

By: _____
Name: Eileen Alduenda
Title: Executive Director

By: _____
Name: _____
Title: _____

Address: 177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	_____
_____	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	
☐ GENERAL	_____
☐ ATTORNEY-IN-FACT	NUMBER OF PAGES
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	_____
☐ OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	_____ TITLE OR TYPE OF DOCUMENT
_____ TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	
☐ GENERAL	_____ NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	_____ DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I.** Consultant will perform the following project administration services for the Merced Avenue Greenway Project:

A. Project Administration and Contract Procurement:

- Consultant will manage the subconsultants (ActiveSGV, Climate Resolve, Tetra Tech/Alta), who are tasked with engagement, outreach, education, monitoring, and training in the CNRA Prop 68 Grant (Attached as Exhibit E).
- Consultant will assist the City to coordinate with outside agencies and funders as needed per the grant.
- Consultant will assist the City CIP Manager as requested in the management of the construction timeline and leading monthly project team meetings.

B. Construction Bid Package

- Consultant will assist the City in the review of the construction bid documents to make sure that all requirements are included as it relates to Federal or State funding documentation.
- Consultant will participate in the bid package advertisement, including pre-bid meetings as needed, review of bids, and make recommendations in the selection process as requested by the City.

C. Community Engagement:

- Consultant will work with ActiveSGV, Climate Resolve, and with City staff to notify the community of the construction timeline and potential lane closures and neighborhood access ways.
- ActiveSGV will establish a community advisory committee, hold engagement events to educate residents about the multiple benefits of the project and provide updates on project progress.
- Consultant will maintain the construction website and means of communication so that residents can share concerns easily.

- As an engagement exercise with residents, Active SGV will oversee bike and ped counts after construction is complete.

D. Construction Monitoring & Technical Services:

- Consultant will review and monitor field activity with the City CIP Manager to ensure the scope of the construction specifications are met.
- Consultant will photo document construction progress throughout this implementation phase.

E. Water Quality & Urban Heat Island (UHI) Monitoring:

- Consultant will monitor water quality and landscape health to evaluate successes and outcomes.
- Consultant will develop a post-construction monitoring plan to measure the effectiveness of the BMP treatment train.
- Consultant will monitor conditions for two years post construction in order to develop baseline data. Climate Resolve will be conducting a post-construction urban heat island (UHI) study to track shading and hardscape reduction improvements. As part of the grant requirements, the City will also be hiring the San Gabriel Conservation Corps to plant 130 street trees on Merced Avenue.
- Consultant will work with the City CIP Manager and Construction contractor to provide hands-on training for planting the trees as well as care and maintenance.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Reports as applicable to the tasks
- B. Correspondence describing tasks and findings

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. Regular e-mail updates
- B. Verbal updates by phone or in person, as requested by the City

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Eileen Alduenda, Executive Director
- B. Jason Casanova, Director of Planning
- C. Rumi Yanakiev, Director of Operations and Finance
- D. Andrea Dell'Apa, Project Manager
- E. Yareli Sanchez, Sr. Scientist
- F. Drew Ready, Sr. Programs Manager
- G. Elise Eberhard, GIS Analyst & Digital Communications
- H. Amanda Zeidner, Community Communications Coordinator
- I. Subcontractors: ActiveSGV, Climate Resolve, TetraTech, Alta Planning

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Section, 4.5, “Prohibition Against Subcontracting or Assignment” is deleted in its entirety.

~~“4.5 — Prohibition Against Subcontracting or Assignment.~~

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

5.1 Insurance Coverages.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than ~~\$2,000,000~~ **\$1,000,000** per occurrence, ~~\$4,000,000~~ **\$3,000,000** general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability ~~that has not been amended.~~. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

5.3 Indemnification.

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

Each party is responsible for, and will indemnify the other, for any damage to, or destruction of their own equipment, tools or other personal property and that of their employees regardless of the cause.

The City agrees to attempt reconciliation prior to bringing legal action by submitting a dispute to mediation by a neutral third party under the laws of the State of California and agreed to by both parties to the agreement. If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court. For purposes of this provision, 'prevailing party' shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

(a) ***If mediation by a neutral third party fails to provide any resolution,*** Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) ***If mediation by a neutral third party fails to provide any resolution,*** Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

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

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

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

7.5 Rights and Remedies are Cumulative.

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

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	TASK	SUB- BUDGET
Task A	Project Management	\$119,624
Task B	Construction Bid Package	\$44,420
Task C	Community Engagement	\$92,595
Task D	Construction Monitoring & Technical Services	\$114,940
Task E	Water Quality & Urban Heat Island (UHI) Monitoring	\$40,868
	Total Cost	\$412,447

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**
Not applicable.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

	TASK	<u>Deadline</u>
Task A	Project Management	12/15/2024
Task B	Construction Bid Package	5/1/2022
Task C	Community Engagement	12/30/2023
Task D	Construction Monitoring & Technical Services	3/15/2024
Task E	Water Quality & Urban Heat Island (UHI) Monitoring	12/15/2024

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

Deliverable dates will be communicated and decided between the City and the Consultant.

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

ATTACHMENT C

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: City of South El Monte

Project Title: Merced Avenue Greenway Project

Agreement Number: G86513-0

Authority: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

Program: Green Infrastructure Grant Program – Proposition 68

PROJECT DESCRIPTION

Project to install several LID BMPs along a 0.65-mile-long stretch of Merced Avenue in South El Monte, including bioretention basins, vegetated swales, rain cisterns, permeable pavers, and planting 130 new trees.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used for multibenefit green infrastructure investments in or benefiting disadvantaged or severely disadvantaged communities in accordance with the provisions contained in the Green Infrastructure Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

- RB* 1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released.
- RB* 2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.
- RB* 3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in

consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

- RB* 4. Grantee has agreed to use labor provided in part by either the California Conservation Corps (CCC) and/or the California Association of Local Conservation Corps (CALCC). If use of these services is deemed no longer feasible or practical by mutual consent between the corps and grantee, a new corps consultation form shall be provided to the State releasing the Grantee of its obligation.

General Provisions

A. Definitions

1. The term "Act" means Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Green Infrastructure Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
14. The term "Project Budget" means the State approved cost estimate included as an Exhibit to this Agreement.

15. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
16. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- RB 3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2025**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and

disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access to the Project in accordance with the intent of the Act.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

Agreement No. G86513-0

- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
- RB 4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than March 1, 2025.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by

Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

RB

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: South El Monte, City of

Project Title: Merced Avenue Greenway Project

Agreement Number: G86513-0

Project Location: Merced Avenue beginning from Rush St (north) to Lerma Rd (south)

Project Scope:

The project consists of 0.65-mile expansion of greenway located in the City of South El Monte in Los Angeles County that incorporates stormwater capture best management practices and provides pedestrian and bike connections to parks and open spaces.

The grant will fund the following project elements:

- Direct project management
- Construction support services and bid review
- Community outreach
- Low impact development best management practices monitoring
- Urban heat island monitoring
- Site preparation and demolition including:
 - the removal of impervious surfaces such as AC pavement, sidewalk, concrete curb and gutter, concrete spandrel, and cross gutter
 - Excavation for bikeway, bioretention, infiltration gallery, planters, and sidewalk
- Installation of approximately 6,864 linear feet of an elevated (protected) concrete bike path
- Installation of approximately 20 bike ramps
- Application of approximately 4 Bicycle Stop Pavement Markings
- Application of approximately 20 Bicycle street markings/signage
- Installation of one bicycle signal detection feature
- Installation of approximately 133 trees*
- Soil preparation and amendment
- Installation of irrigation equipment for recycled water line
- Installation of approximately 3 signs (construction and funding acknowledgement)

This site is a public transportation corridor (street) owned by the City of South El Monte.

Project Schedule:

Activity Description	Timeline
Submit CEQA docs to State	December 2019
Submit final site design/plans/specifications to State*	July 2021
Bid Package	October 2021
Bid Award	April 2022
Begin Construction	September 2022
Submit evidence of signage (construction)	September 2022
Complete Construction	November 2023
Submit evidence of signage (Prop 68 recognition)	December 2023
Complete O&M Training	June 2024
Complete Monitoring	December 2024
Plant Establishment**	November 2024

EXHIBIT A

Record Deed Restriction and Submit Project Closeout package with final Payment Request to State	Final Completion – December 2024
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*A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

**Plant establishment reimbursed by the grant not to exceed two (2) years.

Cost Estimate: See Exhibit A-1

Merced Avenue Greenway Implementation Project					
South El Monte					
G86513-0					
Exhibit A-1 Cost Estimate					
Project elements	Total cost	CNRA Prop 68 GI	WATER BOARD Prop 1 SW	RMC Prop 68	OTHER (Measure W, USBR, local match)
NON-CONSTRUCTION (not to exceed 25% of grant)					
A Direct Project Management					
1 Staff Time	\$613,356	\$318,317		\$143,344	\$151,695
B Planning, Design & Permitting-Completed					
Project Partners / Consultants					
C Council for Watershed Health					
1 Project Management	\$266,367	\$119,624		\$47,626	\$99,117
2 LID BMP Monitoring	\$126,575	\$23,268	\$47,920	\$37,454	\$17,933
3 O&M Training	\$39,892			\$39,892	
D Active SGV					
1 Community Outreach/Stewardship	\$178,848	\$68,595	\$40,242	\$53,211	\$16,800
E Climate Resolve					
1 Community Outreach	\$24,000	\$24,000			
2 UHI Monitoring	\$70,113	\$17,600		\$52,513	
F Project Designers - Tetra Tech/Alta					
1 Bid Review	\$44,420	\$44,420			
2 Construction Support Services	\$114,940	\$114,940			
Total Non-Construction Costs (not to exceed 25%)	\$1,478,511	\$730,764	\$88,162	\$374,040	\$285,545
CONSTRUCTION					
G Site Preparation	\$1,507,638	\$1,499,448	\$8,190	\$0	\$0
1 Mobilization / Demobilization	\$292,424	\$292,424			
2 Site prep & Demolition	\$1,215,214	\$1,207,024	\$8,190	\$0	\$0
H Pavement	\$2,777,195	\$500,388	\$1,099,665	\$660,860	\$516,283
1 Grind and Overlay (2.5")	\$257,104		\$257,104		
2 6" Curb	\$71,260		\$71,260		
3 6" Curb and Gutter	\$102,950		\$102,950		
4 Gutter	\$40,710		\$40,710		
5 Concrete Sidewalk	\$464,711		\$464,711		
6 Curb Extension (Planter)	\$31,200			\$31,200	
7 ADA Curb Ramp	\$153,000		\$153,000		
8 Cross Gutter	\$6,570		\$6,570		
9 Elevated Bikeway	\$411,360	\$411,360			
10 Bikeway Agg. Base	\$26,068	\$26,068			
11 Bicycle Ramp	\$50,000	\$50,000			
12 AC Pavement	\$246,720				\$246,720
13 AC Pavement Agg. Base	\$164,084				\$164,084
14 Concrete Landscape Curb	\$3,360		\$3,360		
15 Monolithic Wall at Bio Planters	\$489,000			\$489,000	
16 Concrete Buffer	\$29,795				\$29,795
17 12" Pedestrian Strip	\$53,760			\$53,760	
18 4" Pedal Safe Curb	\$76,700			\$76,700	
19 4" Planter Curb	\$12,960	\$12,960			
20 Curb Cut	\$10,200			\$10,200	
21 Driveway Apron	\$75,684				\$75,684
I Signals and Signage (street)	\$72,620	\$8,200	\$64,420	\$0	\$0
1 Stop Bar (12" Wide)	\$1,164		\$1,164		
2 Stop Pavement Marking	\$8,000		\$8,000		
3 Bicycle Stop Pavement Marking	\$1,200	\$1,200			
4 Continental Crosswalk	\$8,640		\$8,640		
5 Conflict Striping @ Intersections	\$3,500		\$3,500		
6 White Bicycle Lane Pavement Marking	\$5,000	\$5,000			
7 Bicycle Signal Detection	\$2,000	\$2,000			
8 Traffic and Wayfinding Signage	\$10,125		\$10,125		
9 Center Turn Lane Pavement Marking	\$2,800		\$2,800		
10 Center Turn Lane Striping	\$18,195		\$18,195		
11 Parking Lane Striping	\$10,864		\$10,864		
12 Red Curb Paint	\$1,132		\$1,132		
J Landscape and Irrigation	\$704,927	\$100,200	\$0	\$604,727	\$0
1 15-gal tree+ deepwell irrigation	\$24,000	\$24,000			
2 15-gal tree	\$37,200	\$37,200			
3 Treevault structural root system	\$176,893			\$176,893	
4 Soil Prep and Amendment	\$10,000	\$10,000			
5 Shrubs, grasses, & groundcover	\$233,364			\$233,364	
6 Irrigation POC (incl. meter, backflow)	\$9,000	\$9,000			
7 Irrigation Controllers and Misc. Irrigation Equipment	\$20,000	\$20,000			
8 Shrub & groundcover irrigation	\$194,470			\$194,470	
K Water Quality Treatment	\$1,193,092	\$0	\$1,019,391	\$173,701	\$0
1 Bioretention with underdrain	\$46,253			\$46,253	
2 Trenching for Drain Connection to Storm Drain	\$2,236			\$2,236	
3 4" Underdrain	\$24,920			\$24,920	
4 18" RCP Storm Drain	\$27,020			\$27,020	
5 Bioretention without Underdrain	\$73,273			\$73,273	
6 Infiltration Gallery	\$9,333		\$9,333		
7 Gravel (Additional 1.5' Below Infiltration Gallery)	\$1,568		\$1,568		
8 Grated Curb Inlet -Guardians	\$90,000		\$90,000		
9 Junction Structure (connection to SD system)	\$50,000		\$50,000		
10 Storm Drain Pipe Penetration	\$4,000		\$4,000		
11 Storm Drain Manhole Junction Structure (in Focal Points)	\$20,000		\$20,000		
12 Grated Inlet (focal overflow)	\$60,000		\$60,000		
13 Biofiltration Clean-Out	\$29,000		\$29,000		
14 High Infiltration Biofiltration Media	\$381,400		\$381,400		
15 Permeable Pavers (AC)	\$156,300		\$156,300		
16 RTANK	\$132,500		\$132,500		
17 Non-bioretention Planter Area	\$55,390		\$55,390		
18 Lysimeter	\$29,900		\$29,900		
L Utilities	\$283,334	\$0	\$150,000	\$133,334	\$0
1 Utility Allowance for Adjustments/Protection/Coordination	\$133,334			\$133,334	
2 Remodel Large Existing Catch Basin	\$75,000		\$75,000		
3 Remodel Small Existing Catch Basin	\$45,000		\$45,000		
4 Remodel Storm Culvert sidewalk culvert	\$30,000		\$30,000		
M Temporary Traffic Control	\$133,334	\$0	\$0	\$133,334	\$0
N Other	\$406,290	\$11,000	\$159,387	\$205,126	\$30,777
1 Inspections	\$338,551		\$153,887	\$153,887	\$30,777
2 O&M Manuals	\$3,334			\$3,334	
3 Record Drawings	\$3,334			\$3,334	
4 Hazard Insurance / Bond	\$44,571			\$44,571	
5 Funding Acknowledgement Signs	\$16,500	\$11,000	\$5,500.00		
Total Construction	\$7,078,430	\$2,119,236	\$2,501,052	\$1,911,082	\$547,060
Contingency (not to exceed 10% of grant)	\$450,000	\$150,000		\$150,000	\$150,000
PROJECT GRANT TOTAL	\$9,006,941	\$3,000,000	\$2,589,214	\$2,435,122	\$982,605
*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation. *All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.					

RB



City Council Agenda Report

Agenda Item No. 11.a.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: LETTER REQUESTING SPONSORSHIP FROM EPIPHANY CATHOLIC SCHOOL THROUGH A \$500 PLATINUM PACKAGE THAT INCLUDES THE CITY LOGO ON EVENT MATERIAL AND MEDIA ADVERTISING FOR THE 1ST ANNUAL OKTOBERFEST BIKE AND CAR SHOW

SUMMARY:

RECOMMENDED ACTION: Staff recommends City Council review and consider the request from Epiphany Catholic School.

FISCAL IMPACT: \$5,000 has been budgeted for Fiscal Year (FY) 21-22 for Sponsorships under Community Promotion with a \$500 limit per organization. Currently, sufficient funds are available to fulfill this sponsorship.

DISCUSSION: Epiphany School is a 501(C)(3) Non-Profit institution. All proceeds will go towards the updated science and social studies programs.

ATTACHMENT(S):

- A. Letter from Epiphany
- B. Sponsorship Levels



Epiphany Catholic School

10915 Michael Hunt Drive

So. El Monte, CA 91733

(626) 758-1094

Website: www.epiphanyeagles.org



Epiphany's 1st Annual Oktoberfest Bike & Car Show

Epiphany Catholic School is partnering with businesses like yours to provide an incredible VIP experience for our sponsors. Our Car & Bike show event will exhibit over 100 classic, sport, muscle and vintage vehicles plus custom bikes. In addition to the public, videographers and photographers will be onsite to capture the event and share on social media channels.

Why sponsor? This is a great opportunity to bring together customers or business partners in a fun and family friendly environment. As a sponsor, you will receive positive brand recognition in front of over 300+ spectators with local press coverage on social media channels.

Epiphany Catholic School is 501(c)(3) non-profit institution. Your donation is tax deductible.

Ready to sponsor?

Contact us at:

Angie Yamashiro: a.yamashiro@epiphanyeagles.org

Wendy Munoz: cbm.towing247@gmail.com

Call us at 626-758-1094

Gabriela Negrete

Gabriela Negrete

Principal

VIP

Event Sponsor Packages

Diamond package: (2 available) \$1250.00

- Corporate Name/Logo on all event materials+Logo on thank you event banner
- Corporate Name/Logo on all Community Banners displayed within EM & SEM
- Corporate Name/Logo on event apparel --Biggest Logos
- 2021 Best of Trophies presented by_____ award named after company
- Opportunity to donate raffle item(s)
- Social & digital media advertising shout out on Epiphany Catholic School sites: FB, Instagram, Twitter & Website
- Full Page Sponsor ad (artwork supplied by Sponsor) included in our School yearbook
- Opportunity to enter 3 vehicles along with company banner/display--Location provided for Sponsor's banner (banner supplied by Sponsor)
- Thank you Sponsorship Plaque to display at your business

Platinum package : (3 available) \$500.00 each

- Corporate Name/Logo on all event materials + Logo on thank you event banner
- Corporate Name/Logo on event apparel
- 2021 Choice Award presented by_____ award named after company
- Opportunity to donate raffle item(s)
- Social & digital media advertising shout out on Epiphany Catholic School sites: FB, Instagram, Twitter & Website
- Half Page Sponsor ad (artwork supplied by Sponsor) included in our School yearbook
- Opportunity to enter 2 vehicles along with company banner/display--Location provided for Sponsor's banner (banner supplied by Sponsor)
- Thank you Sponsorship Plaque to display at your business





City Council Agenda Report

Agenda Item No. 11.b.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: LETTER FROM BREWERS BASEBALL ORGANIZATION REQUESTING TO WAIVE FEES FOR THE LIGHTING AND RENTAL HOURS EXTENSION AT SHIVELY AND NEW TEMPLE PARKS FOR A BASEBALL TOURNAMENT TO RAISE FUNDS FOR CANCER AWARENESS

SUMMARY: The Brewers Baseball Organization is hosting a Cancer Awareness Baseball Tournament on Saturday, October 9, 2021 and Sunday, October 10, 2021. The tournament will be held at both Shively and New Temple Parks. The organization is requesting the City to waive fees for both the lighting and extended rental hours to 10:30 p.m.

RECOMMENDED ACTION: Staff recommends City Council review and consider the request from the Brewers Baseball Organization.

FISCAL IMPACT: If the request is approved, the City will reimburse the amount of \$450.00 for the use of the lights at both New Temple and Shively Park and the extended park attendant hours for the 2-day tournament hosted by the Brewers Baseball Organization.

Park	Fee	Rate	Total
New Temple Park	Lighting for 2 days	\$30/Hr x 9 hrs	\$270.00
Shively Park	Lighting for 1 day	\$30/Hr x 4.5	\$135.00
Park Attendant	2 day Tournament	\$15/Hr x 3 hrs	\$45.00
Total Cost			\$450.00

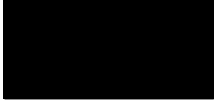
DISCUSSION:

ATTACHMENT(S):

- A. Letter from Brewer Baseball

10/4/2021

Leo Briones



To whom it may concern:

My name is Leo Briones and I am the president of the Brewer Baseball. We will be hosting a Cancer Awareness Tournament on Oct 9 and 10 2021. We would like to request for all fees for lighting to be waived as well as the rental hrs extended till 10:30 p.m. I would appreciate your support in this matter. We will donate a portion of the proceeds to help the fight against Breast Cancer.

Thank you in advance

Leo Briones

A handwritten signature in cursive script, appearing to read 'Leo Briones', written in dark ink.



City Council Agenda Report

Agenda Item No. 12.a.

DATE: October 12, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: MAYOR GLORIA OLMOS

1. Domestic Violence Awareness Month Community March in October.

2. Discussion on Implementing Smart Poles While Edison is Installing Led Light Poles to Save the Cost of Additional Installation.

3. The Impact of AB 361 on Member In-Person Attendance at City Council and Commission Meetings.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None