Gloria Olmos, Mayor
Rudy Bojorquez, Mayor Pro Tem
Manuel Acosta, Councilmember
Hector Delgado, Councilmember
Larry Rodriguez, Councilmember

Rene Salas, City Manager
Susie A. Altamirano, City Attorney
Adrian Garcia, City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

May 5, 2026, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

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

Each speaker will be limited to five minutes. Time limits may not be shared with other speakers. 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.

To participate during public comment via teleconference, see below:
Link: https://us02web.zoom.us/j/86581711880
Webinar ID: 865 8171 1880
Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at https://www.cityofsouthelmonte.org/129/Meeting-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.

CONFLICT OF INTEREST

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 at least 72 hours prior to the meeting.

MEETINGS

The City Council holds regular meetings on the first and third 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 times are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)). Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

LEVINE ACT DISCLOSURE

Pursuant to the Levine Act (GC 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than $500 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Councilmembers are also required to make such disclosures and recuse themselves.

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Hector Delgado

3. INVOCATION

Pastor Benjamin Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Presentation to Terry Talley, for his 40 years of service to the United States Postal Service. Terry worked in El Monte for 1 year and for 39 years in the City of South El Monte.

4.b. Garvey Apartments Presentation

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

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

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

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 7, 2026

Staff is requesting approval of Minutes for the April 7, 2026, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 7, 2026, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-028, APPROVING WARRANTS FOR THE PERIOD OF APRIL 16, THROUGH APRIL 29, 2026

Authorizing payment of City expenditures for the period of April 16, 2026, through April 29, 2026, totaling $739,686.58

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-028, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-029, APPROVING AMENDMENT NO. 2 TO SUBAWARD AGREEMENT ENP252608 BETWEEN THE CITY OF SOUTH EL MONTE AND COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

Amendment No. 2 to Subaward Agreement ENP252608 ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County through the Modernizing Older Californians Act ("MOCA") for Fiscal Year 2025-2026 ("FY 2025-26").

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 26-029, approving Amendment No. 2 to the existing Agreement between the City and County; and
2. Authorize the City Manager or designee to execute the agreement.

7.d. CONSIDERATION AND APPROVAL OF CANCELLATION OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2026

Staff is requesting the City Council cancel the City Council Meeting of Tuesday, May 19, 2026, as the City Council will be attending a business conference.

RECOMMENDED ACTION: Staff recommends the City Council cancel the City Council Meeting of Tuesday, May 19, 2026.

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

CONSENT CALENDAR (CONTINUED)

7.e. APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

Staff seeks City Council approval to solicit proposals from qualified firms to provide comprehensive managed information technology services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for comprehensive managed information technology services and authorize staff to solicit proposals.

7.f. ADOPTION OF RESOLUTION NO. 26-030, AUTHORIZING THE SALE OF THREE OBSOLETE CITY VEHICLES AND TWO EQUIPMENT UNITS

Staff is requesting authorization from the City Council for the sale of three obsolete vehicles and two equipment units that are no longer used by the City.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 26-030**,** authorizing the sale of three obsolete City vehicles and two equipment units, and directing the City Manager to retain an auction company to sell the three obsolete vehicles and two equipment units.

8. PUBLIC HEARINGS

8.a. CONSIDERATION OF RESOLUTION NO. 26-031 CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062) FOR THE PROJECT LOCATED AT 825 LEXINGTON-GALLATIN ROAD, AND ADOPTING GENERAL PLAN AMENDMENT NO. 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING; ORDINANCE NO. 1290 TO APPROVE ZONE CHANGE ZC 23-01; ORDINANCE NO. 1291 TO CONSIDER A DEVELOPMENT AGREEMENT DA26-01 BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS, IN RELATION TO CONDITIONAL USE PERMIT CUP 23-07 AND TENTATIVE PARCEL MAP TPM 23-01.

The Project is a request that involves a General Plan Amendment to change the land use designation from Commercial (C) to Commercial-Manufacturing (C-M) and a Zone Change from Commercial (C) to Manufacturing (M) of 21.17-acre parcel located at 825 Lexington-Gallatin Road in South El Monte, California and identified as Assessor Parcel Number (APN) 8119-005-032.

Approval of the General Plan Amendment and Zone Change would effectuate a conditionally approved Subdivision/Tentative Map and Conditional Use Permit to subdivide the existing parcel into 10.5-acre parcel and 10.7-acre parcel and develop a 221,815-square-foot industrial building and a public park featuring athletic fields, walking trails, and other amenities.

Public Hearing Item 8.a. continued on next page.

An Environmental Impact Report (EIR) was prepared pursuant to the California Environmental Quality Act (CEQA).The Planning Commission has reviewed the project and recommended certification of the Final EIR and approval of these actions, with further details available in the staff reports.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 26-031 certifying the Final Environmental Impact Report (State Clearinghouse [SCH] No. 2024070062) and adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) pursuant to the California Environmental Quality Act (CEQA) for the Project and approving General Plan Amendment No. GPA23-03 to amend the General Plan designation of the project site from Commercial (C) to Commercial-Manufacturing (C-M);
4. Waive full reading and introduce Ordinance No. 1290 to approve Zone Change No. ZC23-01 to amend the zone from Commercial (C) to Manufacturing (M); and
5. Waive full reading and introduce Ordinance No. 1291 to approve a Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park.

8.b. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1292 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE ON MASSAGE BUSINESSES FROM THE JURISDICTIONAL BOUNDARIES OF 350 FEET AND A 1,000 FOOT BUFFER DISTANCE FROM ALL SENSITIVE USES

Consideration to introduce by title only for first reading Ordinance No. 1292 amending Section 17.03.230 ("Massage Establishments") of Chapter 17.03 ("Permit Approval Procedures") of Title 17 ("Zoning"), approving Zone Text Amendment No. 26-02 ("ZTA 26-02") and establishing a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the jurisdictional boundary to protect and preserve the public health, safety, and welfare.

Public Hearing Item 8.b. continued on next page.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Determine that Ordinance No. 1292 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption); and
4. Waive full reading and introduce Ordinance No. 1292 by title only to amend the South El Monte Municipal Code (SEMMC) Section 17.03.230 ("Massage Establishments") to establish a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the City's jurisdictional boundary

8.c. CONSIDERATION OF ORDINANCE NO. 1293 TO CONSIDER A ZONE TEXT AMENDMENT (NO. 26-01), TO AMEND CHAPTER 17.12 "ACCESSORY DWELLING UNITS", TO COMPLY WITH NEW REQUIREMENTS SET FORTH BY THE STATE OF CALIFORNIA.

The proposed ordinance will amend Chapter 17.12 of the South El Monte Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Except as otherwise noted in this staff report, these new laws became effective January 1, 2026. The Planning Commission, at its regular meeting on March 24, 2026, recommended City Council approval of the proposed ordinance.

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Waive full reading and introduce Ordinance No. 1293, approving Zone Text Amendment (No. 26-01) to amend and replace South El Monte Municipal Code ("SEMMC") Chapter 17.12 "Accessory Dwelling Units" to bring the SEMMC into conformity with the newly amended State law.

8.d. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1294, AMENDING SECTION 5.24.180 OF CHAPTER 5.24 OF TITLE 5 IMPOSING A 500-FOOT NON-SOLICITATION BUFFER AROUND K-12 SCHOOLS IN THE CITY

Consideration to introduce by title only for first reading of Ordinance No. 1294 amending Section 5.24.180 ("Manner of Solicitation" attachment C) of Chapter 5.24 ("Solicitation") of Title 5 ("Business Taxes, Licenses and Regulations"), establishing a 500-foot non-solicitation buffer around K-12 schools in the City to protect and preserve the public health, safety, and welfare.

Public Hearing Item 8.d. continued on next page.

PUBLIC HEARINGS (CONTINUED)
Item 8.d.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Find that Ordinance No. 1294 is a constitutionally permissible and necessary time, place, and manner regulation; and
4. Waive full reading and introduce Ordinance No. 1294 by title only to amend the South El Monte Municipal Code (SEMMC) Section 5.24.180 ("Manner of Solicitation") to prohibit solicitation activities within 500-feet of K-12 schools.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF THE BUSINESS MURAL INCENTIVE PROGRAM

The Business Mural Incentive Program establishes a strategic framework to incentivize businesses within the Arts District to participate in the City's Business Mural Program. In addition to existing incentives, staff proposes a pilot program seeded with $50,000 transferred from the General Fund balance reserves and managed internally based on effectiveness for paint reimbursement, mural lighting, and/or an artist stipend in addition to sign permit fee waivers, artist business license fee waivers, and free rental of the City's scissor lift and time-lapse video equipment.

RECOMMENDED ACTION: Staff recommends City Council discuss and approve the Business Mural Incentive Program seeded with $50,000 transferred from the General Fund balance reserves.

9.b. CONSIDERATION OF RESOLUTION NO. 26-033, APPROVING AGREEMENT WITH DAWSON & ASSOCIATES FOR CONSULTING SERVICES FOR INTERGOVERNMENTAL COORDINATION (IGC)

A consultant is needed to provide professional intergovernmental coordination services to effectively communicate municipal opportunities and strengthen partnerships with Federal and Los Angeles County representatives affiliated with Whittier Narrows in the County of Los Angeles. Dawson & Associates is familiar with such coordination through the recent Magellan Industrial/Recreation project at 825 Lexington Gallatin Road. The firm possesses a unique history and technical expertise regarding South El Monte's specific needs. Staff recommends entering into a professional services agreement to ensure the City follows appropriate strategy, procedures, and communication with Federal agencies to understand land use opportunities within Whittier Narrows.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-033, approving a professional services agreement with Dawson & Associates for Intergovernmental Coordination Services in an amount not to exceed $117,000 for an initial term of one hundred and eighty (180) days.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION 26-034, APPROVING THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT WITH RENE SALAS

Staff is recommending the City Council to approve the Second Amendment to the City Manager Employment Agreement with Rene Salas.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution 26-034, approving the Second Amendment to the City Manager Employment Agreement with Rene Salas and authorize the Mayor to execute the City Manager Employment Agreement. In the alternative, Staff recommends City Council provide additional direction regarding the attached City Manager Employment Agreement.

9.d. SOUTH EL MONTE COMMUNITY FOUNDATION UPDATE AND CONSIDERATION TO OPEN THE APPLICATION PERIOD FOR APPOINTMENTS TO THE BOARD OF DIRECTORS

Staff is providing an update on the formation status of the South El Monte Community Foundation and seeking City Council direction to open a three-week application period for the Foundation's Board of Directors, after which staff will return to Council with all qualified applications for consideration and appointment.

RECOMMENDED ACTION:

Staff recommends the City Council:

1. Provide staff direction to open the application period for the South El Monte Community Foundation Board of Directors for a period of three (3) weeks, after which staff will return to the City Council with all qualified applications received for consideration and appointment; and
2. Receive and file this report regarding updates on the formation status of the South El Monte Community Foundation.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

Correspondence next page.

11. CORRESPONDENCE

11.a. THE SOUTH EL MONTE HIGH SCHOOL TEAM BCS THEORY AND COACH MICHAEL LEGASPE IS REQUESTING A DONATION OF $2000 FOR THEIR PARTICIPATION AT THE 2026 INTERNATIONAL SEAPEARCH COMPETITION.

Team BCS Theory earned the right to represent South El Monte High School and the Los Angeles Region by securing first place overall in the highly competitive Southern California SeaPerch Regional Challenge. Their rigorous preparation and demonstration of superior technical skills have positioned them among the top teams in the nation, making this opportunity to compete at the University of Maryland a well-deserved recognition of their dedication. The competition will be held from May 26 to June 1, 2026, at the University of Maryland, College Park, MD.

RECOMMENDED ACTION: City Council to discuss and provide direction.

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

1. Discussion/action to implement a moratorium or ban on data centers in the city of South El Monte.

12.b. COUNCILMEMBER MANUEL ACOSTA

1. **CONTINUED FROM THE APRIL 21, 2026, REGULAR CITY COUNCIL MEETING:** Referendum on South El Monte Measure CM
   Discussion/Action: South El Monte Measure CM was on the ballot in November 2022, allowing up to three marijuana (cannabis) retail businesses. The measure received 1,336 YES votes (53.6%) and 1,156 NO votes (46.4%). Soon after, the city council approved a 1,000 foot buffer zone to protect our most vulnerable residents. The 1,000 foot buffer zone allowed four (4)potential locations for marijuana (cannabis) businesses to operate in the city of South El Monte. Since then, and after much discussion, the majority of the city council approved a jurisdictional boundary of 350 feet, which increased the number of potential marijuana (cannabis) locations in South El Monte to one-hundred four (104).

   It is apparent, from the hundreds of comments given during the Public Comment session of the city council meetings from residents and concerned citizens over the last year, the topic of marijuana dispensaries and related businesses in South El Monte is of high interest and concern. Therefore, the council should consider the concerns wishes of it's South El Monte residents and place a ballot initiative to repeal and revoke Measure CM in November's 2026 election.

Councilmembers' Agenda Item 12.b.2. and 12.c. next page.

2. City Manager's Decision to Approve Unscheduled, Unapproved Projects Discussion/Action: The city council approved a construction contract for the FY25-26 Pavement Rehabilitation Project (City Project No. 644) on September 2, 2025. The contract and the Construction Notice, issued on November 24, 2025, identifies those specific streets, including the date and time they were to be repaved. The re-pavement project was scheduled and completed between December 1 thru December 9, 2025. Allgeyer Street was not on the schedule, however, it was re-paved on December 9, 2025. The re-pavement of Allgeyer Street was approved by the city manager, and paid for with the construction contingency budget. Since Allgeyer street was not in the scope of the contractual budget or the Construction Notice, how was the decision made to solely re-pave Allgeyer Street, and not any other streets in dire need of re-paving and in the surrounding area?

12.c. MAYOR GLORIA OLMOS

1. **CONTINUED FROM THE APRIL 21, 2026, REGULAR CITY COUNCIL MEETING:** Follow-up re-requesting proper financials from ERA or for them to refund the City of $55, 000. That was gifted to them.

13. CLOSED SESSION

13.a. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – Conference with Labor Negotiator
City Designated Representative: Susie Altamirano, City Attorney
Unrepresented Employee: City Manager

13.b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to California Government Code Sections 54956.9(d)(2) and 54969(e)(1): one matter.

13.c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code Section 54956.8)
Property: APN 8119-005-911
Agency negotiator: Rene Salas, City Manager
Negotiating parties: U.S. Army Corps of Engineers
Under negotiation: Price and terms of payment as it relates to interests in real property

13.d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to California Government Code Section 54956.9(d)(1))
Name of case: Gloria Olmos v. City of South El Monte, et al. Case Number: 2:26-cv-03344

13.e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to California Government Code Sections 54956.9(d)(2) and 54969(e)(1): one matter.

14. ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, June 2, 2026, at 6:00 p.m.

CERTIFICATION
I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this May 1, 2026, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.

Adrian Garcia, MMC

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

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation to Terry Talley, for his 40 years of service to the United States Postal Service. Terry worked in El Monte for 1 year and for 39 years in the City of South El Monte.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

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

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Garvey Apartments Presentation

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):
None

City Council Agenda Report

Agenda Item No. 7.a.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 7, 2026

SUMMARY: Staff is requesting approval of Minutes for the April 7, 2026, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 7, 2026, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 04-07-26

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, April 7, 2026 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Delgado (arrived at 6:08 p.m.), Rodriguez, Mayor Pro Tem Bojorquez, and Mayor Olmos

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, City Attorney; Adrian Garcia, City Clerk; Gerardo Marquez, Director of Community Development and Public Works; David De Vries, Director of Economic Development; Ariana De La Cruz, Director of Community Services; and Sabrina Muhne, Deputy City Clerk.

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

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

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

4. PRESENTATIONS – None

At 6:08 p.m., Councilmember Delgado arrived.

4.a. Mayor and City Council presented Certificates of Recognition to the South El Monte High School Academic Decathlon Team.

4.b. Gerardo Marquez, Director of Community Development and Public Works, provided the 2025 Housing Element Annual Progress Report.

4.c. David De Vries, Director of Economic Development, provided the SEM Business Workshop Series Overview.

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

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

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

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

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Gloria Olmos, resident, requested the City Attorney report to the FPPC and District Attorney's Office on observations of Brown Act violations, misuse of City services by councilmembers, early campaign activity, using drones without council approval, and campaigning on the City Hall lawn.

2. John Ventura, resident, expressed concerns on Agenda Item 12.b., the response he received to his public records request submitted in January, the March 17th Agenda Item 10.a., the Allgeyer Avenue paving project, and expressed support for the Mayor.

3. Patricia Saucedo, resident, spoke on domestic violence, the March 3rd Agenda Item 8.a., and the March 17th Agenda Item 10.a.

4. Chris Knight, CEO, El Monte/South El Monte Chamber of Commerce, expressed concerns on the March 17th Agenda Item 10.a.

5. Amanda Contreras, Library Manager, South El Monte Library, shared April's library programs and the winning bookmark design from an 11th-grader at South El Monte High School.

6. Danny Olmos, resident, recognized the City and the kids at the T-Ball opening, the Valencia family for giving out free food at the event, expressed concerns on street paving projects, and thanked Leo Briones for their organization's Christmas gifts.

7. Eduardo Saucedo spoke on redacted public records requests, investigating the bribery allegations, open lawsuits, the Arts District and the Kruze building, and the paving projects.

There being no further public comments, Mayor Olmos closed Public Comment.

7. CONSENT CALENDAR

Mayor Olmos requested corrections to the Minutes.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

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

7.a. Approved the Minutes for the March 3, 2026, Regular City Council Meeting, with corrections to the spellings of names on Public Comment, and to correct Councilmember Delgado's request to recess at 6:14 p.m.

7.b. Adopted Resolution No. 26-022, authorizing payment of City expenditures for the period of February 26, 2026, through March 11, 2026, totaling $3,023,211.59.

7.c. Adopted Resolution No. 26-023, accepting the completion of the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023), authorized the City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, and to release retention accordingly.

7.d. Adopted Resolution No. 26-024, approving a first amendment to the agreement for contract services with LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation to increase the contract sum by Seventy-Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents ($79,867.50) for a new total not-to-exceed sum of Two Hundred Eighteen Thousand Two Hundred Sixty-Seven Dollars and Fifty Cents ($218,267.50) and to extend the term to November 14, 2027, and authorized the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS

8.a. APPROVAL OF RESOLUTION NO. 26-025, AUTHORIZING THE FUNDING OF AN APPROXIMATELY 100-FOOT PYLON SIGN IN AN AMOUNT NOT TO EXCEED $884,608 AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING PAYMENT CONDITIONS FOR THE FUNDING OF THE PYLON SIGN FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE

Mayor Olmos introduced the item, and David De Vries, Director of Economic Development, provided a presentation.

Mayor Olmos opened the Public Hearing.

1. John Ventura, resident, expressed concerns on the item and expressed concern that certain councilmembers should abstain from voting on this item due to election contributions.

2. Kimberly Valencia, resident, expressed concerns on the item.

PUBLIC COMMENT (CONTINUED)

3. Chris Knight, CEO, El Monte/South El Monte Chamber of Commerce, expressed concerns on the item and spoke on behalf of the small businesses in the City.

4. Jack Owen, Jenkins Industrial Properties, Inc., spoke on the item's MOU revisions.

5. Patricia Saucedo, resident, expressed concerns on the item.

6. Tammy Acosta, resident, expressed concerns on the item and prior public comment made.

7. Danny Olmos, resident, expressed concerns on prior public comment made.

8. Eduardo Saucedo expressed support for the item but expressed concerns with some of the project issues.

Susie A. Altamirano, City Attorney, announced that a revised MOU does exist and is available at the dais and in the City Clerk's office.

There being no further public comments, Mayor Olmos closed the Public Hearing.

Motion by Councilmember Mayor Olmos to continue the item to allow time to review the MOU revisions.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 26-025, authorizing the funding of an approximately 100-foot pylon sign on Santa Anita Avenue in an amount not to exceed $884,608 and approving a Memorandum of Understanding (MOU) between the City and Santa Anita Commercial Group, LLC securing branding rights and establishing payment conditions for the majority funding of the pylon sign for the property located at 1127-1223 Santa Anita Avenue, and to authorize the City Manager or designee to negotiate and execute the MOU. Motion passed 3-2, by the following vote:

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

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL TO HOST THE SEM 2026 INTERNATIONAL SOCCER WATCH PARTIES

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

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to authorize the City to host the SEM 2026 International Soccer Watch Parties events, and to appropriate from the General Fund Balance in the estimated amount of $149,253 to the City's Special Events Account (01-151-1543-5952). Motion passed 5-0, by the following vote:

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

9.b. SPEED BUMP SURVEY ALONG MICHAEL HUNT DRIVE

Mayor Olmos introduced the item, and Gerardo Marquez, Director of Community Development and Public Works, provided a report.

Discussion topics included options for emergency resource vehicles, the fire department's feedback, other streets where speed bumps are working out, increasing the survey response numbers by providing a person survey option, and reviewing speed bump designs.

This item was received and filed.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: The Water Education for Latino Leaders (WELL) 12th Annual Statewide Conference, the Easter Eggstravaganza, and a military banner installation for U.S. Marine Corporal Albert Garcia.

Mayor Pro Tem Bojorquez announced he attended the following: the National League of Cities (NLC) Congressional City Conference, a meeting with Representative Gil Cisneros', a FIFA World Cup 2026 meeting, the National Little League Opening Day, the Athens Services Irwindale Materials Recovery Facility Ribbon-Cutting Ceremony, the Spring Paint & Sip, the Easter Eggstravaganza, and a military banner installation for U.S. Marine Corporal Albert Garcia.

Councilmember Delgado announced he attended the following: the T-Ball League Opening Day, the Athens Services Irwindale Materials Recovery Facility Ribbon-Cutting Ceremony, The Foothill Transit Governing Board Meeting, and the Easter Eggstravaganza.

Councilmember Rodriguez announced he attended the following: the Easter Eggstravaganza, the National Little League Opening Day, and a military banner installation for U.S. Marine Corporal Albert Garcia.

Mayor Olmos announced she attended the following: the Senior Center's St. Patrick's Luncheon, the San Gabriel Valley Council of Governments (SGVCOG) Governing Board Meetings, the SGVCOG Transportation Committee Meetings, the SGVCOG 2028 Olympic & Paralympic Games Ad Hoc Committee Meetings, the National Little League Opening Day, the Los Angeles County Sanitation District No. 15 Board of Directors Regular Meeting, the National Association of Latino Elected and Appointed Officials (NALEO) Member Listening Series, a women's caucus with Dr. Julia Ruedas, the tree planting event, the T-Ball League Opening Day, the Senior Center Easter Luncheon, the ACR Governing Board Meeting, the Greater El Monte Community Hospital Board Meeting, and the Easter Eggstravaganza.

11. CORRESPONDENCE

11.a. LETTER FROM EL MONTE/SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINING HALL TO HOST A MEMORIAL CEREMONY FOR BLANCA FIGUEROA AND WAIVER FOR ALL THE FEES ASSOCIATED WITH THE RESERVATION

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the requested facility fee waiver for the use of the Senior Center Dining Hall in the amount of $300.00, and to approve the request to waive the non-waived fees associated with the reservation in the amount of $902.00. Motion passed 5-0, by the following vote:

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

11.b. LETTER FROM EL MONTE/ SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER CRAFT ROOM AND TO WAIVE ALL THE FEES ASSOCIATED WITH THE RESERVATION

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the facility fee waiver request for the use of the Senior Center Craft Room in the amount of $760.00, and to approve the Community Outreach request to waive the non-waived fees associated with the reservation in the amount of $1,792.00. Motion passed 5-0, by the following vote:

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

11.c. CONTINUANCE OF REQUEST FROM THE MONTEBELLO BREWERS BASEBALL CORPORATION FOR A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2026

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the revised facility fee waiver request for the use of Shively Park field and New Temple Park fields in the amount not to exceed $69,700.00, and to approve the Brewers' request to host two baseball tournaments. Motion passed 4-1, by the following vote:

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

11.d. LETTER FROM SPIRITT FAMILY SERVICES FOR THE CITY TO CONSIDER SPONSORING THE 2ND ANNUAL FUNDRAISING LUNCHEON "BLOOMING MINDS" THURSDAY, JUNE 4TH, 2026

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve purchasing tickets up to $1,500 to cover 10 guests. Motion passed 5-0, by the following vote:

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

11.e. LETTER OF SUPPORT REQUESTED BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR AB 1786 (HARABEDIAN) — BEST VALUE CONTRACTING, WHICH WOULD EXTEND OPTIONAL BEST VALUE CONTRACTING AUTHORITY TO GENERAL LAW CITIES AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Clarification was requested on how this bill could be used, how it differs from the City’s current bid process, and its effect on contract law cities versus general law cities.

DRAFT

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to send a letter of support for AB 1786 (Harabedian) to ensure the best value contracting, which would extend best value contracting authority to general law cities and the San Gabriel Valley Council of Governments. Motion passed 5-0, by the following vote:

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

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM RUDY BOJORQUEZ

Discussion/Action to provide a letter supporting SB 1314 Youth Over Smoke.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the requested facility fee waiver for the use of the Senior Center Dinning Hall in the amount of $300.00, and to approve the request to waive the non-waived fees associated with the reservation in the amount of $902.00. Motion passed 5-0, by the following vote:

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

12.b. COUNCILMEMBER LARRY RODRIGUEZ

Discussion/Action on Buffer Zone regulations for Election Campaign Solicitation near Schools and Parks.

Discussion topics included past issues with school board members' election activities, public safety issues during campaigning, the current ordinance on campaigning or electioneering, rights to walk in public areas, First Amendment rights, using Code Enforcement or the Sheriff to regulate, school versus City property, and bringing back a draft ordinance to a future meeting.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the requested facility fee waiver for the use of the Senior Center Dinning Hall in the amount of $300.00, and to approve the request to waive the non-waived fees associated with the reservation in the amount of $902.00. Motion passed 5-0, by the following vote:

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

13. CLOSED SESSION

13.a. PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) – ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO TERMS OF AGREEMENT
Title: City Manager

13.b. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – Conference with Labor Negotiator
City Designated Representative: Susie Altamirano, City Attorney
Unrepresented Employee: City Manager

13.c. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION
(Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2): One Matter

13.d. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION
(Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2): One Matter

13.e. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to California Government Code Section 54956.9(d)(1))
Name of case: Gloria Olmos v. City of South El Monte, et al. Case Number: 2:26-cv-03344

14. ADJOURNMENT

There being no further business coming before this body, at 10:11 p.m., Mayor Olmos adjourned the meeting in honor of Corporal Albert Garcia to a Regular City Council Meeting on Tuesday, April 21, 2026, at 6:00 p.m.

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

_____ _____
Adrian Garcia, MMC, City Clerk Gloria Olmos, Mayor

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

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-028, APPROVING WARRANTS FOR THE PERIOD OF APRIL 16, THROUGH APRIL 29, 2026

SUMMARY: Authorizing payment of City expenditures for the period of April 16, 2026, through April 29, 2026, totaling $739,686.58

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-028, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Resolution No. 26-028
B. ATTACHMENT B

ATTACHMENT A

RESOLUTION NO. 26-028

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF APRIL 16, 2026, THROUGH APRIL 29, 2026, TOTALING $739,686.58.

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

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

_____
Finance Director

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

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 25/26	Electronic Warrants	4/16/26-4/29/26	DFT0003510-3543	$169,219.43
FY 25/26	Regular Warrants	4/16/26-4/29/26	18224-18507	$339,932.16
Payroll	Direct Deposit	PPE: 4/25/26	13118-13244	$221,643.24
Payroll	Check	PPE: 4/25/26	2356-2362	$8,891.75

TOTAL EXPENDITURES RESOLUTION NO. 26-028 $739,686.58.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-028, 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 5th day of May 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

South El Monte, CA

Warrant Register

City Council Meeting 5/5/26

Payable Dates 4/16/2026 - 4/29/2026

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1543.5952	ALLIANT INSURANCE SERVICES	18224	04/01/2026	Easter Event Insurance	306.00
01.0150.1505.5406	ANDRES FERNANDEZ	18225	04/01/2026	Commissioner Polo & Jacket	329.39
01.0150.1510.5406	ANDRES FERNANDEZ	18225	04/01/2026	Commissioner Polo & Jacket	411.74
01.0150.1515.5406	ANDRES FERNANDEZ	18225	04/01/2026	Commissioner Polo & Jacket	329.39
01.0100.1050.5936	CONCENTRA	18340	04/15/2026	Employee Physicals	268.00
01.0100.1040.5922	AYLEEN AGUILAR	18414	04/16/2026	HARVARD DAY 2025 WINNER - TRANSTECH SPONSERSHIP	1,000.00
01.0000.0000.1100	EL PALACIO ENTERTAINMENT INC	18415	04/16/2026	STATE OF THE CITY HALL DEPOSIT	4,500.00
01.0100.1040.5922	JACOB JOVELLANOS	18416	04/16/2026	HARVARD DAY 2025 WINNER - TRANSTECH SPONSERSHIP	1,000.00
01.0100.1040.5922	JENNICA LOPEZ	18417	04/16/2026	HARVARD DAY 2025 WINNER - TRANSTECH SPONSERSHIP	1,000.00
36.0360.3600.5204	JOSHUA JASSO-ORTEGA	18418	04/16/2026	FEB. '26 - HC MEETING ATTENDANCE	150.00
01.0100.1040.5922	LIAM DAVIS	18419	04/16/2026	HARVARD DAY 2025 WINNER - TRANSTECH SPONSERSHIP	1,000.00
01.0100.1040.5922	MAKAYLA WOODS	18420	04/16/2026	HARVARD DAY 2025 WINNER - TRANSTECH SPONSERSHIP	1,000.00
01.0140.1430.5406	REGISTRAR-RECORDER/COUNTY CLERK	18421	04/16/2026	RECORDING FEE FOR LIEN RELEASE - 10113 SCHMIDT RD	20.00
01.0151.1545.5210	RENE BURGUAN	18422	04/16/2026	Night Market Band Performance	1,700.00
01.0100.1040.5922	TERESA ROJAS	18423	04/16/2026	HARVARD DAY 2025 WINNER - TRANSTECH SPONSERSHIP	1,000.00
01.0000.0000.4522	CULTIVALA, INC.	18424	04/20/2026	TOWNHALL MTG SPONSORSHIP BY ATHENS	1,000.00
01.0140.1430.5910	DAVID DE VRIES	18425	04/20/2026	PER DIEM FOR 3 DAYS - ATTENDING CALED CONFERENCE	336.00
01.0000.0000.1100	EL PALACIO ENTERTAINMENT INC	18426	04/20/2026	STATE OF THE CITY HALL REMAINING BALANCE	4,897.50
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	18427	04/23/2026	Apr- 2026 Billing Period-Admin	1,564.00
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	18427	04/23/2026	Apr 2026 Billing Period-Misc	594.00
01.0151.1545.5499	SMITTY'S SIGNWORKS, INC	18428	04/23/2026	Night Market Banners	1,114.50
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	18429	04/23/2026	R. Rodriguez - FTB ID: 111-10432-82	151.60
01.0000.0000.2240	VONS CREDIT UNION	18430	04/23/2026	#81995- APR.2026 BILLING PERIOD ASSOC. FEES	99.00
01.0151.1542.5952	DELILAH PONCE	18431	04/29/2026	Boxing Officials Fee	450.00
01.0100.1010.5910	HECTOR DELGADO	18432	04/29/2026	PER DIEM ICSC Conference	392.00
01.0100.1010.5910	HECTOR DELGADO	18433	04/29/2026	PER DIEM CCCA Conference	392.00
01.0100.1010.5910	LARRY RODRIGUEZ	18434	04/29/2026	PER DIEM CCCA Conference	392.00
01.0100.1010.5910	MANUEL ACOSTA	18435	04/29/2026	PER DIEM CCCA Conference	392.00
01.0100.1010.5910	MANUEL ACOSTA	18436	04/29/2026	PER DIEM ICSC Conference	392.00
01.0000.0000.2260	METROPOLITAN LIFE INSURANCE COMPANY	18437	04/29/2026	ADJUSTMENT	402.88
01.0000.0000.2260	METROPOLITAN LIFE INSURANCE COMPANY	18437	04/29/2026	MAY 2026 DENTAL	6,137.14

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1040.5916	POSTMASTER	18438	04/29/2026	May 2026 - April 2027 Newsletter Postage & Permit	25,000.00
01.0100.1020.5910	RENE SALAS	18439	04/29/2026	APR'26 CALED ANNUAL CONF/PALM SPRINGS TRAVEL REIMB	40.73
01.0100.1020.5912	RENE SALAS	18439	04/29/2026	APRIL'26 REIMBURSEMENT	286.59
01.0100.1010.5910	RUDY BOJORQUEZ	18440	04/29/2026	PER DIEM ICSC Conference	392.00
01.0100.1010.5910	RUDY BOJORQUEZ	18441	04/29/2026	PER DIEM CCCA CONFERENCE	392.00
01.0151.1541.5215	RUDY MORALES	18442	04/29/2026	Youth Basketball Officials Fee	105.00
01.0151.1545.5430	ALLIANT INSURANCE SERVICES	18443	04/29/2026	Night Market Event Insurance	463.00
01.0170.1770.5525	ANDY TRUONG	18444	04/29/2026	#40 MINOR SERVICE	143.06
01.0170.1770.5525	ANDY TRUONG	18444	04/29/2026	#32 SERVICE & REPAIRS	792.19
01.0150.1530.5952	ARIANA GUTIERREZ	18445	04/29/2026	Balloon Arch for Mother's Day Luncheon	275.00
01.0150.1530.5952	ARIANA GUTIERREZ	18446	04/29/2026	Balloon Arch for Cinco De Mayo Luncheon	275.00
01.0170.1770.5525	AUTOZONE	18447	04/29/2026	#50 MINOR SERVICE	131.94
01.0170.1770.5525	AUTOZONE	18447	04/29/2026	#50 OIL FILTER	10.12
01.0151.1545.5210	BANDA LA MARAVILLOSA LLC	18448	04/29/2026	May Night Market Band Performance	4,500.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	18449	04/29/2026	MAR'26 TRAFF SIG ROUTINE	2,225.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	18449	04/29/2026	MAR'26 TRAFFIC SIG RESPONSE	8,745.00
01.0150.1510.5204	CINDY FLORES	18450	04/29/2026	ADVANCEMENT OF WOMEN & GIRLS COMMISSION 4-15-2026.	100.00
01.0130.1330.5406	CIVICPLUS, LLC	18451	04/29/2026	Document accessibility platform	2,055.91
01.0150.1515.5204	DEANN T . PINUELAS	18452	04/29/2026	PATRIOTIC COMMISSION MEETING 4-22-26	100.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	18453	04/29/2026	MARCH'26 FINGERPRINT APPS	256.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	18454	04/29/2026	4/14 PEST CONTROL SCTR	325.00
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	18454	04/29/2026	4/21 PEST CONTROL YARD	160.43
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	18454	04/29/2026	4/21 PEST CONTROL CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	18454	04/29/2026	4/21 PEST CONTROL SCTR	343.90
01.0140.1430.5406	EL MONTE PRINTING	18455	04/29/2026	APR'26 POSTERS FOR BUSINESS WORKSHOP	718.77
01.0140.1430.5406	EL MONTE PRINTING	18455	04/29/2026	APR'26 POSTERS FOR SEM BUSINESS WORKSHOP	166.13
01.0000.0000.2510	ENVIRONMENT PLANNING DEVELOPMENT SOLUTION	18456	04/29/2026	MAR. '26 - CEQA REVIEW DEPOSIT FORBES PROPERTY	250.00
01.0150.1510.5204	ERIC VELAZQUEZ	18457	04/29/2026	COMMUNITY SERVICES COMMISSION MEETING 04-14-2026.	100.00
01.0150.1505.5204	EVELYN BRIONES	18458	04/29/2026	ADVANCEMENT OF WOMEN & GIRLS COMMISSION 4-15-2026.	100.00
01.0160.1670.5520	EWING IRRIGATION	18459	04/29/2026	IRR MVD REPAIRS	268.08
01.0170.1710.5520	EWING IRRIGATION	18459	04/29/2026	FERTILIZER CIVIC CENTER	594.31
01.0170.1710.5520	EWING IRRIGATION	18459	04/29/2026	LANDSCAPE SOIL CHALL	518.15
01.0170.1750.5505	EWING IRRIGATION	18459	04/29/2026	STOCK TOOLS	556.70
01.0160.1650.5520	EWING IRRIGATION	18459	04/29/2026	POLY WAND @ NEW TEMPLE PARK	27.88
01.0170.1020.5962	EWING IRRIGATION	18459	04/29/2026	STOCK TOOLS	210.92
01.0170.1750.5505	EWING IRRIGATION	18459	04/29/2026	IRRIGATION STOCK PARTS	87.04
01.0160.1650.5520	EWING IRRIGATION	18459	04/29/2026	NTP BASEBALL FIELD EQUIPMENT	503.60
01.0160.1630.5520	EWING IRRIGATION	18459	04/29/2026	MCTR IRRIGATION REPAIRS	138.27
01.0160.1650.5520	EWING IRRIGATION	18459	04/29/2026	NEW TEMPLE IRR REPAIRS	151.22
01.0160.1610.5520	EWING IRRIGATION	18459	04/29/2026	IRR CONTROLLER REPAIR CCTR	276.53

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1630.5520	EWING IRRIGATION	18459	04/29/2026	MCTR IRRIGATION REPAIRS	67.48
01.0160.1660.5520	EWING IRRIGATION	18459	04/29/2026	SHIVLEY PARK IRR REPAIRS	94.64
01.0150.1510.5204	GEORGE ANGUIANO	18460	04/29/2026	COMMUNITY SERVICES COMMISSION MEETING 04-14-2026.	100.00
01.0150.1510.5204	GEORGE RETAMOZA	18461	04/29/2026	PATRIOTIC COMMISSION MEETING 4-22-2026	100.00
01.0170.1770.5525	GM BROTHERS	18462	04/29/2026	# 8 4 NEW TIRES	924.00
01.0170.1770.5525	GM BROTHERS	18462	04/29/2026	#22 4 TIRES	708.00
01.0170.1770.5525	GOT PROPANE INC	18463	04/29/2026	PROPANE FOR HEAT ASPHALT ST/RD MNTC	21.04
01.0170.1770.5525	GOT PROPANE INC	18463	04/29/2026	PROPANE @ YARD	15.36
01.0170.1770.5525	GOT PROPANE INC	18463	04/29/2026	FORKLIFT PROPANE	64.29
01.0170.1770.5525	GOT PROPANE INC	18463	04/29/2026	8/29 PROPANE CREDIT	(85.33)
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	18464	04/29/2026	03/09/26-03/19/26 MUNI TEMP SVCS/ HR ANALYST	5,530.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	18464	04/29/2026	4/13/26-4/17/26 MUNI TEMP SVCS/ HR ANALYST	3,160.00
37.0670.6720.5540	GRANT'S TRUE VALUE HARDWARE	18465	04/29/2026	ST/RD DIGGER TAMPER BAR	49.67
01.0151.1543.5430	GRANT'S TRUE VALUE HARDWARE	18465	04/29/2026	ELEC SUPPS WORLD CUP	77.31
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	18465	04/29/2026	MVDP SPPS T-BALL DUGOUTS	25.92
37.0670.6720.5540	GRANT'S TRUE VALUE HARDWARE	18465	04/29/2026	ST/RD MNTC SUPPLIES	40.86
37.0670.6720.5540	GRANT'S TRUE VALUE HARDWARE	18465	04/29/2026	STREETS SUPPLIES	82.82
01.0160.1670.5520	HAJOCA CORPORATION	18466	04/29/2026	FAUCET & METERING VALVE	799.84
01.0160.1640.5425	HASA INC.	18467	04/29/2026	4/16 POOL CHEMICALS	1,470.83
01.0130.1310.5903	HDL COREN & CONE	18468	04/29/2026	APRIL - JUNE 2026 PROPERTY TAX	2,441.25
01.0170.1760.5540	HONEYCOTT, INC	18469	04/29/2026	BEE REMOVAL TREE 1414 LEAFDALE	165.00
01.0150.1530.5952	HORTENCIA VASQUEZ	18470	04/29/2026	Dj for Cinco de Mayo Luncheon	300.00
01.0150.1510.5204	HORTENCIA VASQUEZ	18470	04/29/2026	COMMUNITY SERVICES COMMISSION MEETING 04-14-2026.	100.00
01.0151.1543.5952	HUNTINGTON CULINARY	18471	04/29/2026	Easter Breakfast- Food Supply	1,067.87
01.0170.1100.5215	INTER-CON SECURITY SYSTEMS, INC.	18472	04/29/2026	MAR. '26 - PUBLIC SAFETY SVCS.	12,230.40
37.0670.6720.5977	JCL TRAFFIC SERVICES	18473	04/29/2026	REFLECTIVE MARKER ST/RD MNTC	110.50
37.0670.6720.5540	JCL TRAFFIC SERVICES	18473	04/29/2026	ST/RD TRAFFIC SIGNS	1,149.20
37.0670.6720.5540	JCL TRAFFIC SERVICES	18473	04/29/2026	SCHOOL SPEED LIMIT SIGNS ST/RD MNTC	1,989.00
01.0151.1545.5499	JCL TRAFFIC SERVICES	18473	04/29/2026	NM MESSAGE BOARD RENTAL	2,700.00
01.0150.1505.5952	JESSICA JACQUEZ	18474	04/29/2026	MAY MH WELLNESS CLASS- INSTRUCTOR	500.00
01.0170.1720.5406	JORGE A PULIDO ARRIERO	18475	04/29/2026	APR'26 BOTTLED WATER CODE	106.33
01.0170.1720.5406	JORGE A PULIDO ARRIERO	18475	04/29/2026	CCTR WTR GALLONS (6)	42.93
01.0000.0000.2510	KEYSER MARSTON ASSOCIATES, INC	18476	04/29/2026	MAR. '26 - PROFF. SVCS FOR KB HOME	6,100.00
01.0160.1620.5520	LAWRENCE ROLL UP DOORS, INC	18477	04/29/2026	ROLL UP DOOR MNTC SCTR	1,505.00
01.0160.1620.5520	LBC LIGHTING	18478	04/29/2026	LIGHT BULBS SENIOR CENTER	149.51
01.0160.1620.5520	LIGHT BULB CITY, INC	18479	04/29/2026	LED BULBS @ SCTR	149.52
01.0130.1310.5913	MERCHANT COST CONSULTING, LLC	18480	04/29/2026	MAR'26 BILLING BANK CHARGES	424.47
01.0150.1515.5204	NYDIA ROMERO	18481	04/29/2026	PATRIOTIC COMMISSION MEETING 4-22-26	100.00
01.0100.1020.5405	OFFICE DEPOT	18482	04/29/2026	Office Supplies	1,007.38

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 CITY COUNCIL SERVICES	30,090.07
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 CITY MANAGER SERVICES	926.90
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 CITY CLERK SERVICES	10,781.72
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 HUMAN RESOURCES PROF. SERVICES	299.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 FINANCE SERVICES	29.90
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR '26 - PROF. SVCS FOR PUBLIC WORKS SERVICES	618.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 COMMUNITY DEVELOPMENT SERVICES	36,649.90
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 COMMUNITY SERVICES	1,375.40
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR '26 - PROF. SVCS. PLANNING SERVICES	5,116.10
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 SPECIAL PROJECT - LITIGATION SERVICES	2,053.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 COMMUNITY FOUNDATION SERVICES	1,166.80
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18483	04/29/2026	MAR'26 ECONOMIC DEVELOPMENT SERVICES	2,407.40
37.0670.6720.5540	PACIFIC PRODUCTS AND SERVICES LLC	18484	04/29/2026	RUMBLE BAR KITS ST/RD MNTC	1,562.41
37.0670.6720.5540	PACIFIC PRODUCTS AND SERVICES LLC	18484	04/29/2026	ST/RD MNTC RUMBLE BARS	1,255.91
01.0151.1545.5430	PARTY PRONTO	18485	04/29/2026	Night Market Equipment Rentals	1,468.00
01.0151.1543.5952	PARTY PRONTO	18485	04/29/2026	Employee Picnic Equipment Rentals	3,159.00
01.0151.1543.5952	PARTY PRONTO	18485	04/29/2026	Chairs & Table Rentals for Cinco de Mayo Luncheon	1,527.00
01.0150.1530.5952	PARTY PRONTO	18485	04/29/2026	Chairs & Table Rentals for Mother's Day Luncheon	1,527.00
17.0900.9020.5215	PASSIVELOGIC INC.	18486	04/29/2026	Nov 25 Cont Svcs / Auto Bld Proj	15,990.30
17.0900.9020.5215	PASSIVELOGIC INC.	18486	04/29/2026	Dec 25 Cont Svcs / Auto Bld Proj	1,649.70
17.0900.9020.5215	PASSIVELOGIC INC.	18486	04/29/2026	Apr 26 Cont Svcs / Auto Bld Proj	11,169.90
01.0160.1610.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ CCTR	54.61
01.0160.1620.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ SCTR	54.61
01.0160.1630.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ MCTR	54.61
01.0160.1640.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ POOLS	54.61
01.0160.1650.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ NTP	113.40
01.0160.1670.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ MVD	113.40
01.0170.1710.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ CHALL	140.76
01.0170.1710.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ PSO	104.58
01.0170.1720.5520	POST ALARM SYSTEMS	18487	04/29/2026	MAY'26 ALARM SVCS/ YARD	164.46
01.0151.1545.5430	PREMIER JANITORIAL SERVICES	18488	04/29/2026	Night Market equipment Rentals	1,851.87
01.0100.1040.5922	PRINT XPRESSIONS	18489	04/29/2026	State of the City/Council Giveaways	761.47
01.0170.7020.5956	RED DOT UNIFORMS	18490	04/29/2026	CODE ENFORCEMENT LOGOS & NAMES	131.77
01.0150.1510.5204	ROBERT BECERRA	18491	04/29/2026	COMMUNITY SERVICES COMMISSION MEETING 04-14-2026.	100.00
01.0150.1505.5204	SARA GAETA ANGUIAN	18492	04/29/2026	ADVANCEMENT OF WOMEN & GIRLS COMMISSION 4-15-2026.	100.00
01.0130.1310.5280	SECTRAN SECURITY INC.	18493	04/29/2026	APR'26 ARMORED SVCS	240.85
01.0170.1020.5962	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18495	04/29/2026	ST/RD MNTC SUPPLIES DURFEE	134.45
37.0670.6720.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18495	04/29/2026	2718 CHICO CONCRETE REPAIR	73.10
37.0670.6720.5540	SUNBELT RENTALS, INC.	18496	04/29/2026	2718 CHICO MIXER RENTAL	357.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18497	04/29/2026	Congregate Program	70.23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18497	04/29/2026	Home Delivered Program	9.42
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18498	04/29/2026	HONDA MOWER SVCS / REPAIR	232.46
17.0900.9020.5215	THE ENERGY COALITION	18499	04/29/2026	Jan 26 Cont Svcs / Autonomous Bldg	2,395.00
17.0900.9020.5215	THE ENERGY COALITION	18499	04/29/2026	Mar 26 Cont Svcs / Autonomous Bldg Prj	961.25
01.0130.1330.5715	T-MOBILE USA INC	18500	04/29/2026	3/21 - 4/20/26 CITY CELL PHONES	3,302.74
01.0130.1330.5931	TYLER TECHNOLOGIES, INC	18501	04/29/2026	MAY'26-APR'27 TIMESHEET SUBSCRIPTIONS LICENSE	5,928.30
01.0130.1330.5931	TYLER TECHNOLOGIES, INC	18501	04/29/2026	2026-2027 INCODE/ERP ANNUAL SOFTWARE LICENSE	51,483.73
92.0000.0000.5215	URBAN FUTURES INCORPORATED	18502	04/29/2026	FY25 DISCLOSURE/ BONDS & PRIVATE PLACEMENTS	7,500.00
01.0150.1515.5204	VICTOR MONTIEL	18503	04/29/2026	PATRIOTIC COMMISSION MEETING 4-22-26	100.00
01.0170.1170.5966	VICTORIA MORA	18504	04/29/2026	MILEAGE 3/16-4/13	42.00
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	18505	04/29/2026	APRIL'26 H2O TREATMENT	440.41
01.0170.1740.5435	WAXIE SANITARY SUPPLY	18506	04/29/2026	4/15 JANITORIAL SUPPLIES	1,692.80
01.0160.1650.5520	WHITTIER FERTILIZER	18507	04/29/2026	NTP FIELD REPAIR	30.10
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Office supplies hooks, monitor stand, storage cube	81.01
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Father Day Decor (placemats, balloons, banner)	164.04
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Volunteer Dinner Decorations	816.18
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Props for Volunteer Dinner	53.69
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Paper placemats for special events mother's day	244.30
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Cinco De Mayo Luncheon Supplies: placemats, decor	224.54
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Volunteer Dinner Event	155.00
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	DFT0003510	04/23/2026	Birthday Necklaces for Senior Birthdays	73.05
02.0170.1760.5550	ATHENS SERVICES	DFT0003511	04/23/2026	APR'26 STREET SWEEPING SVCS	7,499.17
01.0130.1330.5932	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003512	04/23/2026	3/30 - 4/29/26 INTERNET SVCS/ 1819 CENTRAL	134.96
01.0130.1330.5932	NTEGRATED CONSULTING, LLC	DFT0003514	04/23/2026	4/1 - 4/30/26 FIBER CABLES	327.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003516	04/23/2026	4/1/26 - 5/1/26 1900 CENTRAL AVENUE	119.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003516	04/23/2026	4/1/26 - 5/1/26 1415 SANTA ANITA AVENUE	79.92
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	FINANCE OFFICE SUPP.	22.84
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	Amazon: Decor for Cinco de Mayo Luncheon	129.47
01.0130.1310.5914	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	AMAZON BUSINESS PRIME MEMBERSHIP	862.74
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	YARD CONCRETE MNTC	65.42
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	KRUSE FEED WIRE	269.16
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	IT ETHERNET ADAPTER	16.59
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	Passport Counter supplies	108.61
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	OFFICE DEPT SUPPLIES	915.74
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	Decor for Volunteer Appreciation Dinner	18.82
01.0000.0000.1100	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	COMMUNTIY FOUNDATION CHECKBOOK BINDER	18.81
01.0151.1543.5430	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	Cable J-Hooks for Elec.	281.62
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	DEPT. SUPPLIES	328.89
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	FINANCE DEPT. SUPP.	215.69
01.0170.1020.5962	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	20 CHAINSAW	675.51

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01.0170.1020.5962	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	CHAINSAWS - SMALL TOOLS	304.51
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	THEMOMETER	31.55
01.0170.1720.5956	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	PPE EAR MUFF	134.01
01.0170.1770.5525	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	VEHICLE SOAP	79.74
01.0170.7020.5956	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	5 Special Patches Velcro / Collar Stay Polo Shirts	301.20
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	DEPT. SUPPLIES	99.27
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	Docking Station	874.44
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	DFT0003520	04/29/2026	PPE HAT / SHIELD	498.25
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003521	04/17/2026	Rate Plan 27216 Misc (Monthly Council)	587.70
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003522	04/17/2026	RATE PLAN 23047 MISC (CLASSIC TIER 2)	3,683.63
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003522	04/17/2026	RATE PLAN 685 MISC (CLASSIC)	9,509.30
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003522	04/17/2026	RATE PLAN 27216 MISC (PEPRA)	23,965.85
01.0000.0000.2021	CALPERS RETIREMENT	DFT0003522	04/17/2026	SERVICE CREDIT PURCHASES - ANTONIO OLIVOS	155.77
01.0130.1330.5932	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003523	04/24/2026	4/7 - 5/6/26 CABLE AND INTERNET SVCS 2028 CENTRAL	150.44
01.0130.1330.5932	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003524	04/28/2026	4/9 - 5/8/26 INTERNET SVCS /1450 LIDCOMBE AVE	240.24
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003525	04/17/2026	FEDERAL PPE 4/11/26	27,215.75
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003525	04/17/2026	FICA PPE 4/11/26	35,856.12
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003525	04/17/2026	MED PPE 4/11/26	8,385.74
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003526	04/17/2026	UI TAX WITHHOLDINGS	766.14
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003526	04/17/2026	TNG (TRAINING TAX WITHOLDING)	47.88
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003526	04/17/2026	STATE WITHHOLDINGS	10,420.78
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003527	04/20/2026	EMPLOYEE BEFORE TAX	3,090.00
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003527	04/20/2026	EMPLOYER MATCH	4,211.25
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003527	04/20/2026	EMPLOYEE AFTER TAX	2,752.60
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003527	04/20/2026	EMPLOYER MATCH AFTER TAX	81.25
01.0000.0000.2355	EMPOWER RETIREMENT, LLC	DFT0003527	04/20/2026	EMPLOYEE LOAN REPAYMENT	1,976.31
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003528	04/17/2026	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003528	04/17/2026	CASE 200000002135289	429.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1707 N MERCED AVENUE	37.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1628 DURFEE AVENUE	260.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1530 CENTRAL AVENUE	311.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1502 PECK ROAD	300.46
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1710 DURFEE AVENUE	260.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1415 SANTA ANITA AVENUE	374.89
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 N LERMA/MILLET	248.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1675 DURFEE AVENUE	244.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1109 PECK ROAD	237.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1900 CENTRAL AVENUE	231.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1652 TYLER AVENUE	186.84
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 N/E MERCED SANTA ANITA	181.12

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1600 DURFEE AVENUE	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1222 PECK ROAD	340.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 2218 ROSEMEAD BLVD	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 10452 RUSH STREET	105.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1819 N MERCED AVENUE	94.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 2000 SANTA ANITA AVE	94.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1556 CENTRAL AVENUE	500.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1824 CENTRAL AVENUE	638.26
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 FARNDON-PECK	76.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 MERCED N/W SANTA ANITA	63.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 THIENES/PARKWAY	27.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 2004 ROSEMEAD BLVD	25.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1500 N CENTRAL AVENUE	752.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1946 MERCED AVENUE	1,801.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 2022 N CENTRAL AVENUE	111.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003529	04/29/2026	3/9 - 4/8/26 1508 PECK ROAD	334.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003530	04/29/2026	3/9-4/8/26 1450 LIDCOMBE	243.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003531	04/28/2026	3/5 - 4/7/26 11016 GOMEZ PALACIO DRIVE	25.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003531	04/28/2026	3/5 - 4/7/26 1903 DURFEE AVENUE	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003531	04/28/2026	3/5 - 4/7/26 2018 DURFEE AVENUE	248.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003531	04/28/2026	3/5 - 4/7/26 1926 DURFEE AVENUE	334.81
01.0170.1730.5705	SO CAL GAS	DFT0003532	04/24/2026	3/18-4/16/26 1500 CENTRAL AVE GAS SVCS	953.12
01.0170.1730.5705	SO CAL GAS	DFT0003533	04/24/2026	3/18 - 4/16/26 1450 LIDCOMBE AVE GAS SVCS	121.65
01.0170.1730.5705	SO CAL GAS	DFT0003534	04/24/2026	3/18-4/16/26 1824 CENTRAL AVE GAS SVCS	78.30
01.0170.1730.5705	SO CAL GAS	DFT0003535	04/24/2026	3/18-4/16/26 1900 CENTRAL AVE GAS SVCS	34.95
01.0170.1730.5705	SO CAL GAS	DFT0003536	04/24/2026	3/18-4/16/26 1556 CENTRAL AVE GAS SVCS	344.62
01.0170.1730.5705	SO CAL GAS	DFT0003537	04/24/2026	3/18/26 - 4/16/26 1530 CENTRAL AVE GAS SVCS	140.23
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003538	04/29/2026	3/18 - 4/16/26 1556 CENTRAL AVE ELEC SVCS	2,331.66
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003539	04/29/2026	3/18-4/16/26 1530 CENTRAL AVE ELEC SVCS	2,443.54
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003540	04/29/2026	3/12-4/12/26 1459 SANTA ANITA AVE / ELEC SVCS	423.21
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003541	04/29/2026	3/18-4/16/26 1415 SANTA ANITA AVE ELEC. SVCS	1,797.23
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003542	04/29/2026	3/18 - 4/16/26 1824 CENTRAL AVE ELEC SVCS	792.06
01.0130.1330.5215	TPX COMMUNICATIONS CO	DFT0003543	04/28/2026	APR'26 TPX CHARGES	720.80
				TOTAL	$ 509,151.59

Prepared By: Amya Hall

Authorization Signature

Warrant Register
Council Meeting 5/5/26
Grand Total $ 509,151.59

Rene Salas, City Manager

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

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-029, APPROVING AMENDMENT NO. 2 TO SUBAWARD AGREEMENT ENP252608 BETWEEN THE CITY OF SOUTH EL MONTE AND COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: Amendment No. 2 to Subaward Agreement ENP252608 ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County through the Modernizing Older Californians Act ("MOCA") for Fiscal Year 2025-2026 ("FY 2025-26").

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 26-029, approving Amendment No. 2 to the existing Agreement between the City and County; and
2. Authorize the City Manager or designee to execute the agreement.

FISCAL/FINANCIAL IMPACT: Amendment No. 2 to the Agreement will provide additional funding in an amount not-to-exceed of $18,200 for the Elderly Nutrition Program ("ENP") for FY 2025-26. The City will receive $13,600 to be allocated to C-1 congregate meals and $4,600 for C-2 home-delivered meals. Amendment No.2 will increase the Agreement contract sum from $419,595 to $437,795 for FY 2025-26 for ENP services.

DISCUSSION:

The City has provided lunch meals for seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively “Programs”) for more than twenty-five (25) years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which

offers meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals.

The Board of Supervisors approved the County to enter into an Elderly Nutrition Program Subaward with the City with the purpose of utilizing baseline funding to provide contracted Older American Act ("OAA") Title III C-1, OAA Title III C-2, and Title III B services for FY 2025–2026. The County contributes to the City's Elderly Nutrition Program Services, which offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, and recreation and wellness programs. This valuable program not only delivers a daily nutritious meal, but also serves as a mechanism to check up on the client, thereby providing additional safety inspection and furthering the ability for the aging participant to continue to age in a place.

On July 1, 2025, the City Council adopted Resolution No. 24-224 approving Subaward Agreement ENP252608 between the County and the City for ENP services. The total Agreement amount for FY 2025-26 was $380,900.00.

On November 4, 2025, the City Council adopted Resolution No. 25-092 approving an amendment ("Amendment No.1") allowing and receiving additional funding through the Nutrition Services Incentive Program ("NSIP") in an amount not to exceed $28,695.00. The NSIP funding allocated $27,365.00 to C-1 congregate meals, and $1,330.00 to C-2 home-delivered meal. In addition, Amendment No.1 allowed the City to receive supplemental funding through the MOCA in an amount not to exceed $10,000.00 for C-2 home-delivered meals for FY 2025-26. The total Agreement amount for FY 2025-26 was $380,900 and was increased to $419,595.

Lastly, Amendment No. 2 to the Agreement will provide additional funding in an amount not to exceed $18,200.00 for the Elderly Nutrition Program for FY 2025-26. The City will receive $13,600.00 to be allocated to C-1 congregate meals and $4,600.00 for C-2 home-delivered meals.

ATTACHMENT(S):

A. Resolution No. 26-029
B. FY 2025-26 Executed ENP Amendment No. 2

ATTACHMENT A

RESOLUTION NO. 26-029

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT FOR ELDERLY NUTRITION PROGRAM SERVICES

WHEREAS, on July 1, 2025, the City Council approved Subaward Number ENP252608 Agreement ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles ("County") for Elderly Nutrition Program ("ENP") services. The Agreement is a one (1) year term from July 1, 2025 to June 30, 2026, with the option to extend for three (3) additional (1) year terms; and

WHEREAS, the City received baseline funding through the Older American Act ("OAA") in the amount not-to-exceed $316,900.00. This amount allocates $294,000.00 for C-1 congregate meals and $21,6000.00 for C-2 home-delivered meals, and $1,300.00 for telephone reassurance. In addition, the City received supplemental funding through the Modernizing Older California's Act ("MOCA") in the amount not-to-exceed $64,400.00. This amount allocates 59,600.00 for C-1 congregate meals and $4,400.00 for C-2 home-delivered meals. The total Agreement amount for fiscal year 2025-2026 ("FY 2025-26") was $380,900.00; and

WHEREAS, on November 4, 2025, the City Council adopted Resolution No. 25-092 approving an amendment ("Amendment No.1") allowing and receiving additional funding through the Nutrition Services Incentive Program ("NSIP") in an amount not to exceed $28,695.00. The NSIP funding allocated $27,365 to C-1 congregate meals, and $1,330 to C-2 home-delivered meal. In addition, Amendment No.1 will allow the City to receive supplemental funding through MOCA in an amount not to exceed $10,000.00 for C-2 home-delivered meals for FY 2025-26. The total Agreement amount for fiscal year 2025-2026 ("FY 2025-26") was $380,900 and was increased to $419,595; and

WHEREAS, the City and County determined that another amendment ("Amendment No.2") to the Agreement is necessary, allowing and receiving additional funding through MOCA in an amount not to exceed $18,200.00 for the Elderly Nutrition Program for FY 2025-26. The City will receive $13,600.00 to be allocated to C-1 congregate meals and $4,600.00 for C-2 home-delivered meals. Amendment No.2 will increase the Agreement's total contract sum from $419,595.00 to $437,795.00 for FY 2025-26; and

WHEREAS, the City Council now desires to approve Amendment No. 2 to the Agreement to; (1) receive and allocate the MOCA funding in the amount of $18,200; (2) allocate the supplemental the MOCA: $13,600.00 to C-1 congregate meals and $4,600.00 for C-2 home-delivered meals; (3) increase the baseline funding from $419,595.00 to $437,795.00 for the ENP which shall be reimbursed to the City in the exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2025-26; and (4) provide for the changes set forth on Amendment No.2, which is attached to the report accompanying this Resolution as Attachment B.

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

SECTION 1. The above recitals, and each of them, are true and correct.

SECTION 2. The City Council hereby authorizes and directs the City Manager or his designee to execute Amendment No.2 in substantially the form attached as Attachment B to the May 5, 2026, staff report accompanying this Resolution, subject to the City Attorney's office approval as to form. The City Council further directs the City Manager to take all actions necessary to effectuate Amendment No.2.

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

PASSED, APPROVED AND ADOPTED this 5th day May 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-029 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 5th day of May 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD PERIOD JULY 2025 - JUNE 2026
SUBAWARD NUMBER ENP252608

AMENDMENT TWO

This Amendment is made and entered into by and between

COUNTY OF LOS ANGELES THROUGH ITS
AGING & DISABILITIES DEPARTMENT
("County" or "AD")

County's Business Address
510 South Vermont Avenue
Los Angeles, CA 90020

and

CITY OF SOUTH EL MONTE
("Contractor" or "Subrecipient")

Subrecipient's Business Address
1415 North Santa Anita Avenue
South El Monte, CA 91733

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP252608 Subaward Period July 2025 - June 2026" dated July 1, 2025, ("Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate additional MOCA funding in the amount of **$13,600**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during FY 2025-26; and

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate a second additional MOCA funding in the amount of **$4,600**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during FY 2025-26; and

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence **upon execution by all parties.**

II. Subparagraph 5.1.3 is deleted in its entirety and replaced as follows:

5.1.3 **Subaward Sum Year 1 Funding Source(s)**

5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statue(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.3.2 Older Americans Act (OAA) Title III-B (Supportive Services and Senior Centers) original baseline funds

5.1.3.2.1 Subaward Sum: **$1,300**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-03)

5.1.3.2.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.3.3.1 Subaward Sum: **$294,000**

5.1.3.3.2 Service Area: Supervisorial District 1

5.1.3.3.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-03)

5.1.3.3.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.4 OAA Title III C-2 (Nutrition Services) original baseline funds

5.1.3.4.1 Subaward Sum: **$21,600**

5.1.3.4.2 Service Area: Supervisorial District 1

5.1.3.4.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-03)

5.1.3.4.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.5 Modernizing Older Californians Act (MOCA) funds for ENP Congregate Meal Services

5.1.3.5.1 Subaward Sum: **$59,600**

5.1.3.5.2 Service Area: Supervisorial District 1

5.1.3.5.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.5.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation or Elderly Nutrition Program Services

5.1.3.6 MOCA funds for ENP Home-Delivered Meal Services

5.1.3.6.1 Subaward Sum: **$4,400**

5.1.3.6.2 Service Area: Supervisorial District 1

5.1.3.6.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.6.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.7 NSIP C1 funds for ENP Congregate Meal Services

5.1.3.7.1 Subaward Sum: **$27,365**

5.1.3.7.2 Service Area: Supervisorial District 1

5.1.3.7.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-04)

5.1.3.7.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.8 NSIP C2 funds for ENP Home-Delivered Meal Services

5.1.3.8.1 Subaward Sum: $**1,330**

5.1.3.8.2 Service Area: Supervisorial District 1

5.1.3.8.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-04)

5.1.3.8.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.9 Additional MOCA funding for ENP Home-Delivered Meal Services

5.1.3.9.1 Subaward Sum: **$10,000**

5.1.3.9.2 Service Area: Supervisorial District 1

5.1.3.9.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.9.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.10 Additional MOCA Funding for ENP Congregate Meal Services

5.1.3.10.1 Subaward Sum: $**13,600**

5.1.3.10.2 Service Area: Supervisorial District 1

5.1.3.10.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.10.4 Allocation Letter: Fiscal Year 2025-26 Additional Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.11 Second Additional MOCA Funding for ENP Home-Delivered Meal Services

5.1.3.11.1 Subaward Sum: $**4,600**

5.1.3.11.2 Service Area: Supervisorial District 1

5.1.3.11.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.11.4 Allocation Letter: Fiscal Year 2025-26 Additional Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: $380,900

5.10.7.1.1 Original baseline funds: $316,900

5.10.7.1.2 MOCA funds: $64,000 *(State funds)*

5.10.7.2 Amendment One: $38,695

5.10.7.2.1 NSIP funds: $28,695

5.10.7.2.2 Additional MOCA funds: $10,000 *(State funds)*

5.10.7.3 Amendment Two: $18,200

5.10.7.3.1 Additional MOCA Funds Congregate Meal Services: $13,600 *(State Funds)*

5.10.7.3.2 Additional MOCA Funds Home-Delivered Meal Services: $4,600 *(State Funds)*

IV. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $345,595 *(funds identified in Subparagraphs 5.10.7.1.2, 5.10.7.2.2, and 5.10.7.3 are excluded)*

V. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $345,595 *(funds identified in Subparagraphs 5.10.7.1.2, 5.10.7.2, and 5.10.7.3 are excluded)*

VI. "Exhibit B1.2 (Budget) Amendment 2 {FY 2025-26 Additional MOCA Funding}" is added, is an addendum to "Exhibit B1.2 (Budget)", and is incorporated herein by reference

VII. "Exhibit B2.2 (Budget) Amendment 2 {FY 2025-26 Second Additional MOCA Funding}" is added, is an addendum to "Exhibit B2.2 (Budget)", and is incorporated herein by reference

VIII. "Exhibit C1.2 (Mandated Program Services) Amendment 2 {FY 2025-26 Additional MOCA Funding}" is added and is incorporated herein by reference.

IX. "Exhibit C2.2 (Mandated Program Services) Amendment 2 {FY 2025-26 Second Additional MOCA Funding}" is added, is an addendum to "Exhibit C2.2 (Mandated Program Services)", and is incorporated herein by reference

X. The "Fiscal Year 2025-26 Additional Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward will remain in full force and effect.

//

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Two** to be subscribed on its behalf by the Director of Aging & Disabilities Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By Maral V. Karaccusian — Apr 13, 2026
Maral V. Karaccusian (Apr 13, 2026 13:01:24 PDT)

Maral V. Karaccusian, Director — Date
County of Los Angeles
Aging & Disabilities Department

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP252608
Subaward Number

By Rene Salas — Apr 13, 2026

Name of Authorized Representative — Date

City Manager
Title

Rene Salas
Rene Salas (Apr 13, 2026 10:27:20 PDT)
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By _____
Airlonna Whitaker
Deputy County Counsel

By _____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

EXHIBIT B1.2 (BUDGET)
AMENDMENT 2 {FY 2025-26 ADDITIONAL MOCA FUNDING}

ALL COSTS REPORTED ON THIS BUDGET MUST BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services:	Congregate Meal Services
Fiscal Year:	2025-2026
Funding Type:	Modernizing Older Californians Act (MOCA)
Los Angeles County Region:	San Gabriel Valley Region
Supervisorial District:	One
Subaward Number:	ENP-252608
Amendment Number:	Two
Modification Number:	N/A
Subrecipient's Legal Name:	CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE	SOUTH EL MONTE	CA	91733
Main Administrative Office Address	**City**	**State**	**Zip Code**
[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
[Select]	RENE SALAS	CITY MANAGER	626-579-6540	[Enter]	RSALAS@SOELMONTE.ORG
[Select]	JAYSON PEREZ	COMMUNITY SERVICES MANAGER	626-448-0131	[Enter]	JPEREZ@SOELMONTE.ORG
[Select]	MASAMI HIGA	DIRECTOR OF FINANCE	626-579-6540	[Enter]	MHIGA@SOELMONTE.ORG
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
		(C) OPTIONAL MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL
	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
Home-Delivered Meals	$ 73,200			[Enter]	[Enter]	[Enter]	$ 73,200	$ 7.92	[Enter]	$ 7.92
Equipment (Purchases) (4)	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)			[Enter]		[Enter]		$ -			
Grand Total (6)	$ 73,200	$ -	$ -	$ -	$ -	$ -	$ 73,200			

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Vanessa Marquez		
Budget Reviewed and Approved by:	Vanessa Marquez	Date:	4/17/2026

NOTE:
(1) The SSY1 for each Service Category must match the SSY1 Cash Other reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(2) The SF for each Service Category must match the SF reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(3) Match is optional and is not required for MOCA funding.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF must match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary).
(5) Funding Amount for Equipment (Other) reflected as SF must match the Equipment (Other) Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary).

(6) Grand Total Funding Amount under Column (F) Total Funding Amount must match Grand Total Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work and Attachments). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work and Attachments) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)					**[Complete as needed]**	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match must not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total $2,000 and the minimum required match is $1,500 then a maximum of $750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect $2,000 (as opposed to $750) as in-kind match for volunteer services but only $750 of this amount will be counted toward meeting the minimum required match.

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF						(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME			
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH			
DIRECT													
Training													
Mileage (Cost/Mile) (1)													
[Enter description of other expenses]													
[Enter description of other expenses]													
[Enter description of other expenses]													
[Enter description of other expenses]													
[Enter description of other expenses]													
[Enter description of other expenses]													
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$0
INDIRECT													
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]			
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$0

NOTE:

(1) : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

IV. BUDGET DETAIL - LOWER TIER SUBAWARDS/SUBCONTRACTS FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTS NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1	SF (H) MATCH		SF (I) NON-MATCH		SF (J) PROGRAM INCOME	(K) TOTAL FUNDING (G+H+I+J)	(L) VARIANCE (F - K)
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT													
HUNTINGTON CULINARY INC.,	Select Description	$ 7.92	1,320	7	**$ 73,200**	$ 73,200						**$ 73,200**	**$0**
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					**$ 73,200**	**$ 73,200**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 73,200**	**$0**
INDIRECT													
Indirect Costs (Lower Tier Subawards/Subcontracts for Catered Food)						(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL SUBRECIPENTS FOR CATERED FOOD					**$ 73,200**	**$ 73,200**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 73,200**	**$0**

NOTE:

(1): Use this Budget Detail to report Lower Tier Subaward/Subcontract with caterers by entering the name of the caterer. The information provided herein must be included in Exhibit T (List of Lower Tier Subawards). Subrecipient must obtain prior written approval from County before executing Lower Tier Subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

V. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Home-Delivered Meals												
TOTAL DIRECT RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Raw Food)					(1)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

VII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives a portable hard drives), and/or when Subrecipient will use $500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient must obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipmen must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is $500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY1 must match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).
(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept must report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient must report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: Congregate Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (SFR) Part 200 and Title 45 Code of Federal Regulations (SFR) Part 75.

(2): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient must provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(5): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Travel (Other).

review.

(7): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Congregate Meal Services
Fiscal Year: 2025-2026
Funding Type: Modernizing Older Californians Act (MOCA)
Los Angeles County Region: San Gabriel Valley Region
Supervisorial District: One
Contract Number: ENP-252608
Amendment Number: Two **Modification Number:** N/A
Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

IX. BUDGET SUMMARY

(A) COST CATEGORIES		(B) COSTS (1) (1) Total Budgeted Costs	(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
DIRECT					
1 Personnel	**Cash Other (SSY1)**	$ -	1 **SSY1**	Cash Other (SSY1)	$ 73,200
	Cash (SF)	$ -			
	In-Kind (SF)	$ -			
2 Volunteers	In-Kind (SF)	$ -			
3 Volunteer Expenses	**Cash Other (SSY1)**	$ -		**Subtotal**	**$ 73,200**
	Cash (SF)	$ -			
	In-Kind (SF)	$ -			
4 Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	$ 73,200	2 Match	Cash (SF)	$ -
	Cash (SF)	$ -		In-Kind (SF)	$ -
	In-Kind (SF)	$ -			
5 Raw Food	**Cash Other (SSY1)**	$ -	3 Non-Match	Cash (SF)	$ -
	Cash (SF)	$ -			
	In-Kind (SF)	$ -			
6 Space	**Cash Other (SSY1)**	$ -		In-Kind (SF)	$ -
	Cash (SF)	$ -			
	In-Kind (SF)	$ -			
7 Equipment	**Cash Other (SSY1)**	$ -	4 Program Income	Cash (SF)	$ -
	Cash (SF)	$ -			
	In-Kind (SF)	$ -			
8 Other Costs	**Cash Other (SSY1)**	$ -			
	Cash (SF)	$ -			
	In-Kind (SF)	$ -			
9 **Subtotal Direct Costs**	**Cash Other (SSY1)**	$ 73,200	5 **Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	**$ 73,200**
	Cash (SF)	$ -		Cash (SF)	$ -
	In-Kind (SF)	$ -		In-Kind (SF)	$ -
Variance (Costs-Funding)	**Cash**				
	In-Kind				

IX. BUDGET SUMMARY

	(A) COST CATEGORIES		(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
			INDIRECT				
10	Personnel	**Cash Other (SSY1)**	$ -	6	**SSY1**	Cash Other (SSY1)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Volunteers	In-Kind (SF)	$ -				
12	Volunteer Expenses	**Cash Other (SSY1)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	$ -	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
14	Raw Food	**Cash Other (SSY1)**	$ -	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
15	Space	**Cash Other (SSY1)**	$ -			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Other Costs	**Cash Other (SSY1)**	$ -	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	$ -	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	$ -
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
	Variance (Costs-Funding)	**Cash**					
		In-Kind					
			GRAND TOTAL				
20	**Total Costs**	**Cash Other (SSY1)**	$ 73,200	11	**Total Funding**	**Cash Other (SSY1)**	$ 73,200
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
21	**GRAND TOTAL COSTS**		$ 73,200	12	**GRAND TOTAL FUNDING**		$ 73,200
	Variance (Costs-Funding)		$0				

NOTE:
(1): Costs and Funding shall match.

EXHIBIT C1.2 (MANDATED PROGRAM SERVICES)
AMENDMENT 2 {FY 2025-26 ADDITIONAL MOCA FUNDING}

Program Services:	**Congregate Meal Services**
Fiscal Year:	2025-2026
Funding Type:	Modernization of Older Californians Act (MOCA)
Los Angeles County Region:	San Gabriel Valley Region
Supervisorial District:	One (1)
Subaward Number:	ENP-252608
Amendment Number:	Two
Modification Number:	N/A
Subrecipient's Legal Name:	CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE	SOUTH EL MONTE	CA	91733
Main Administrative Office Address	**City**	**State**	**Zip Code**
[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Mr.	RENE SALAS	CITY MANAGER	626-579-6540	[Enter]	RSALAS@SOELMONTE.ORG
Mr.	JAYSON PEREZ	COMMUNITY SERVICES MANAGER	626-448-0131	[Enter]	JPEREZ@SOELMONTE.ORG
Mr.	MASAMI HIGA	DIRECTOR OF FINANCE	626-579-6540	[Enter]	MHIGA@SOELMONTE.ORG

Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena		
Assigned Contract Analyst:	Vanessa Marquez		
MPS Reviewed and Approved by:	Jorge Pena	Date:	4/17/2026

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One (1)

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
All Home-Delivered Meals	SSY1 (6) (Cash Other)	9,242	$ 7.92	$ 73,200	1,321
	SF (7) (Cash and In-Kind)			$ -	
	Total (4)	[Enter Total Unduplicated Units]	$ 7.92	$ 73,200	
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Amount]	
GRAND TOTAL SERVICES/FUNDING		-		$ 73,200	1,321

NOTE:

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work and Attachments). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other), SSY1 (Cash NSIP), and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service must match the corresponding Total Units reflected in Section II (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount must match the Total and Grand Total amounts reflected in Exhibit B2.2 (Budget) (cover page) column (F) Total Funding.

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B2.2 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit B2.2 (Budget).

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One (1)

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

II. SERVICES BY MONTH - ALL CONGREGATE MEALS

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	City of South El Monte	1321						1320	1320	1320	1320	1320	1321	1321	**9242**
2															**0**
3															**0**
4															**0**
5															**0**
6															**0**
7															**0**
8															**0**
9															**0**
10															**0**
11															**0**
12															**0**
13															**0**
14															**0**
15															**0**
Grand Total		**1321**	**0**	**0**	**0**	**0**	**0**	**1320**	**1320**	**1320**	**1320**	**1320**	**1321**	**1321**	**9242**

NOTE:
(1) Grand Total Units under column (P) Total must match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

EXHIBIT B2.2 (BUDGET)
AMENDMENT 2 {FY 2025-26 SECOND ADDITIONAL MOCA FUNDING}

ALL COSTS REPORTED ON THIS BUDGET MUST BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services:	Home-Delivered Meal Services
Fiscal Year:	2025-2026
Funding Type:	Modernizing Older Californians Act (MOCA)
Los Angeles County Region:	San Gabriel Valley Region
Supervisorial District:	One
Subaward Number:	ENP-252608
Amendment Number:	Two
Modification Number:	N/A
Subrecipient's Legal Name:	CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE	SOUTH EL MONTE	CA	91733
Main Administrative Office Address	**City**	**State**	**Zip Code**
[Enter Address]	[Enter City]	[Enter State]	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
[Select]	RENE SALAS	CITY MANAGER	626-579-6540	[Enter]	RSALAS@SOELMONTE.ORG
[Select]	JAYSON PEREZ	COMMUNITY SERVICES MANAGER	626-448-0131	[Enter]	JPEREZ@SOELMONTE.ORG
[Select]	MASAMI HIGA	DIRECTOR OF FINANCE	626-579-6540	[Enter]	MHIGA@SOELMONTE.ORG
Prefix	**Budget Analyst**	**Job Title**	**Phone Number**	**Ext.**	**E-Mail Address**

PROGRAM FUNDING SUMMARY

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 1 (SSY1) (1)	SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING	(G) UNIT RATE		
		(C) OPTIONAL MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY1	(2) SF	(3) TOTAL
	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(B+C+D+E)			
Home-Delivered Meals	$ 19,000	[Enter]	$ -	[Enter]	[Enter]	[Enter]	$ 19,000	$ 8.39	[Enter]	$ 8.39
Equipment (Purchases) (4)	[Enter]	[Enter]		[Enter]			$ -			
Equipment (Other) (5)			[Enter]		[Enter]		$ -			
Grand Total (6)	$ 19,000	$ -	$ -	$ -	$ -	$ -	$ 19,000			

COUNTY USE ONLY			
Assigned Program Analyst:	Jorge Pena	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Vanessa Marquez		
Budget Reviewed and Approved by:	Vanessa Marquez	Date:	4/17/2026

NOTE:
(1) The SSY1 for each Service Category must match the SSY1 Cash Other reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(2) The SF for each Service Category must match the SF reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.
(3) Match is optional and is not required for MOCA funding.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY1 and SF must match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary).
(5) Funding Amount for Equipment (Other) reflected as SF must match the Equipment (Other) Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary).

(6) Grand Total Funding Amount under Column (F) Total Funding Amount must match Grand Total Funding Amount reflected in Exhibit C2.2 (Mandated Program Services), Section I (Units of Service Summary), Column (E) Funding Amount.

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING AMOUNT (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
Taxes [Enter Rate]					(3)	(3)	(3)	(3)	(3)	(3)		
Benefits [Enter Rate]					(4)	(4)	(4)	(4)	(4)	(4)		
TOTAL DIRECT PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Personnel)				[Complete as needed]	(5)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	$ -	
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL PERSONNEL				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work and Attachments). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work and Attachments) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT (B*C*D*E)	SF (G) MATCH (2) (1) IN-KIND	SF (H) NON-MATCH (1) IN-KIND	(I) TOTAL IN-KIND (G + H)	(J) VARIANCE (F - I)
DIRECT									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
[Enter title]									
TOTAL DIRECT VOLUNTEERS					$ -	$ -	$ -	$ -	$0
INDIRECT									
Indirect Costs (Volunteers)					**[Complete as needed]**	[Complete as needed]	[Complete as needed]		
GRAND TOTAL									
GRAND TOTAL VOLUNTEERS					$ -	$ -	$ -	$ -	$0

NOTE:

(1): If an individual's time is allocated to multiple Program Services, that individual's time must not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match must not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total $2,000 and the minimum required match is $1,500 then a maximum of $750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect $2,000 (as opposed to $750) as in-kind match for volunteer services but only $750 of this amount will be counted toward meeting the minimum required match.

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

IV. BUDGET DETAIL - LOWER TIER SUBAWARDS/SUBCONTRACTS FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/SUBCONTRACTS NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS (C*D*E)	(G) SSY1	SF (H) MATCH		SF (I) NON-MATCH		SF (J) PROGRAM INCOME	(K) TOTAL FUNDING	(L) VARIANCE
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(G+H+I+J)	(F - K)
DIRECT													
HUNTINGTON CULINARY INC.,	Home-Delivered Meals	$ 8.39	324	7	**$ 19,000**		$ 19,000					**$ 19,000**	**$0**
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
[Enter caterer's name]	Select Description												
SUBAWARD(S)/SUBCONTRACT(S) FOR CATERED FOOD					**$ 19,000**	**$ -**	**$ 19,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,000**	**$0**
INDIRECT													
Indirect Costs (Lower Tier Subawards/Subcontracts for Catered Food)						(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?													
GRAND TOTAL													
GRAND TOTAL SUBRECIPENTS FOR CATERED FOOD					**$ 19,000**	**$ -**	**$ 19,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,000**	**$0**

NOTE:

(1): Use this Budget Detail to report Lower Tier Subaward/Subcontract with caterers by entering the name of the caterer. The information provided herein must be included in Exhibit T (List of Lower Tier Subawards). Subrecipient must obtain prior written approval from County before executing Lower Tier Subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column G (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

V. BUDGET DETAIL - RAW FOOD

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Home-Delivered Meals												
TOTAL DIRECT RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Raw Food)					(1)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL RAW FOOD				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

VI. BUDGET DETAIL - SPACE

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1	SF					(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
					(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds $2.00 per square foot, that will be supported by the SSY1.

(2): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

VII. BUDGET DETAIL - EQUIPMENT

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS (C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives a portable hard drives), and/or when Subrecipient will use $500 or more of the SSY1 to purchase the Equipment/Asset.

Subrecipient must obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY1 and no later than March 31st of the Fiscal Year. Equipmen must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is $500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY1 must match the total equipment amount reflected in the Mandated Program Services, Section I (Service Unit Summary).
(2) Purchase includes any equipment that Subrecipient intends to purchase. Subreciept must report this using any combination of SSY1, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient must report this using any combination of Match In-kind and/or Non-match In-kind.

Program Services: Home Delivered Meal Services

Fiscal Year: 2025-2026

Funding Type: Modernizing Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

VIII. BUDGET DETAIL - OTHER COSTS

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS (B*C*D)	(F) SSY1 (1) CASH OTHER	SF (G) MATCH (1) CASH	SF (G) MATCH (2) IN-KIND	SF (H) NON-MATCH (1) CASH	SF (H) NON-MATCH (2) IN-KIND	SF (I) PROGRAM INCOME (1) CASH	(J) TOTAL FUNDING (F+G+H+I)	(K) VARIANCE (E - J)
DIRECT												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
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Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS	(F) SSY1	SF					(J) TOTAL FUNDING	(K) VARIANCE
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
TOTAL DIRECT OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0
INDIRECT												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the fifteen percent (15%) maximum?												
GRAND TOTAL												
GRAND TOTAL OTHER COSTS				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0

NOTE:

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (SFR) Part 200 and Title 45 Code of Federal Regulations (SFR) Part 75.

(2): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Conferences.

(3): Subrecipient must provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): : Effective January 1, 2025 - December 31, 2025, County's approved mileage rate is $0.66 per mile. Effective January 1, 2026, County's approved mileage rate is $0.685 per mile and State's mileage rate is available online at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement for mileage must not exceed the lesser of County's rate and State's rate.

(5): Subrecipient must obtain prior written approval from County if utilizing SSY1 for Travel (Other).

County review.

(7): The maximum reimbursable amount allowable for indirect costs is fifteen percent (15%) of Subrecipient's modified total direct cost reflected under Column F (SSY1 Cash Other). Indirect costs in excess of the fifteen percent (15%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services: Home Delivered Meal Services
Fiscal Year: 2025-2026
Funding Type: Modernizing Older Californians Act (MOCA)
Los Angeles County Region: San Gabriel Valley Region
Supervisorial District: One
Contract Number: ENP-252608
Amendment Number: Two **Modification Number:** N/A
Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

IX. BUDGET SUMMARY

(A) COST CATEGORIES		(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
DIRECT						
1	Personnel	**Cash Other (SSY1)**	$ -	1 **SSY1**	Cash Other (SSY1)	$ -
		Cash (SF)	$ -			
		In-Kind (SF)	$ -			
2	Volunteers	In-Kind (SF)	$ -			
3	Volunteer Expenses	**Cash Other (SSY1)**	$ -		**Subtotal**	$ -
		Cash (SF)	$ -			
		In-Kind (SF)	$ -			
4	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	$ -	2 Match	Cash (SF)	$ 19,000
		Cash (SF)	$ 19,000		In-Kind (SF)	$ -
		In-Kind (SF)	$ -			
5	Raw Food	**Cash Other (SSY1)**	$ -	3 Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -			
		In-Kind (SF)	$ -			
6	Space	**Cash Other (SSY1)**	$ -		In-Kind (SF)	$ -
		Cash (SF)	$ -			
		In-Kind (SF)	$ -			
7	Equipment	**Cash Other (SSY1)**	$ -	4 Program Income	Cash (SF)	$ -
		Cash (SF)	$ -			
		In-Kind (SF)	$ -			
8	Other Costs	**Cash Other (SSY1)**	$ -			
		Cash (SF)	$ -			
		In-Kind (SF)	$ -			
9	**Subtotal Direct Costs**	**Cash Other (SSY1)**	$ -	5 **Subtotal Funding for Direct Costs**	**Cash Other (SSY1)**	$ -
		Cash (SF)	$ 19,000		Cash (SF)	$ 19,000
		In-Kind (SF)	$ -		In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**				
		In-Kind				

IX. BUDGET SUMMARY

(A) COST CATEGORIES			(B) COSTS (1) (1) Total Budgeted Costs		(C) FUNDING CATEGORIES		(D) FUNDING (1) (1) Total Budgeted Costs
INDIRECT							
10	Personnel	**Cash Other (SSY1)**	$ -	6	**SSY1**	Cash Other (SSY1)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
11	Volunteers	In-Kind (SF)	$ -				
12	Volunteer Expenses	**Cash Other (SSY1)**	$ -				
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
13	Lower Tier Subaward(s)/Subcontract(s) for Catered Food	**Cash Other (SSY1)**	$ -	7	Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
14	Raw Food	**Cash Other (SSY1)**	$ -	8	Non-Match	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
15	Space	**Cash Other (SSY1)**	$ -			In-Kind (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
16	Other Costs	**Cash Other (SSY1)**	$ -	9	Program Income	Cash (SF)	$ -
		Cash (SF)	$ -				
		In-Kind (SF)	$ -				
17	**Subtotal Indirect Costs**	**Cash Other (SSY1)**	$ -	10	**Subtotal Funding for Indirect Costs**	**Cash Other (SSY1)**	$ -
		Cash (SF)	$ -			Cash (SF)	$ -
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
Variance (Costs-Funding)		**Cash**					
		In-Kind					
GRAND TOTAL							
20	**Total Costs**	**Cash Other (SSY1)**	$ -	11	**Total Funding**	**Cash Other (SSY1)**	$ -
		Cash (SF)	$ 19,000			Cash (SF)	$ 19,000
		In-Kind (SF)	$ -			In-Kind (SF)	$ -
21	**GRAND TOTAL COSTS**		**$ 19,000**	12	**GRAND TOTAL FUNDING**		**$ 19,000**
Variance (Costs-Funding)			**$0**				

NOTE:
(1): Costs and Funding shall match.

EXHIBIT C2.2 (MANDATED PROGRAM SERVICES)
AMENDMENT 2 {FY 2025-26 SECOND ADDITIONAL MOCA FUNDING}

Program Services:	**Home-Delivered Meal Services**
Fiscal Year:	2025-2026
Funding Type:	Modernization of Older Californians Act (MOCA)
Los Angeles County Region:	San Gabriel Valley Region
Supervisorial District:	One (1)
Subaward Number:	ENP-252608
Amendment Number:	Two
Modification Number:	N/A
Subrecipient's Legal Name:	CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVE.,	SOUTH EL MONTE	CA	91733
Main Administrative Office Address	**City**	**State**	**Zip Code**
[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	**City**	**State**	**Zip Code**

Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address
Mr.	RENE SALAS	CITY MANAGER	626-579-6540	[Enter]	RSALAS@SOELMONTE.ORG
Mr.	JAYSON PEREZ	COMMUNITY SERVICES MANAGER	626-448-0131	[Enter]	JPEREZ@SOELMONTE.ORG
Mr.	MASAMI HIGA	DIRECTOR OF FINANCE	[Enter #'s Only]	[Enter]	MHIGA@SOELMONTE.ORG

COUNTY USE ONLY			
Assigned Program Analyst:	**Jorge Pena**		
Assigned Contract Analyst:	**Vanessa Marquez**		
MPS Reviewed and Approved by:	**Jorge Pena**	**Date:**	**4/17/2025**

Program Services: HOME DELIVERED MEAL SERVICES

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One (1)

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

I. UNITS OF SERVICE SUMMARY

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
All Home-Delivered Meals	SSY1 (6) (Cash Other)	2,265	$ 8.39	$ 19,000	25
	SF (7) (Cash and In-Kind)			$ -	
	Total (4)	[Enter Total Unduplicated Units]	$ 8.39	$ 19,000	
Equipment (Purchases) (8)				$ -	
Equipment (Other) (9)				$ -	
GRAND TOTAL SERVICES/FUNDING		-		$ 19,000	25

NOTE:

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work and Attachments). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY1 (Cash Other) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY1 (Cash Other), SSY1 (Cash NSIP), and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service must match the corresponding Total Units reflected in Section II (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount must match the Total and Grand Total amounts reflected in Exhibit B2.2 (Budget) (cover page) column (F) Total Funding.

(6) SSY1: Subaward Sum Year 1

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit B2.2 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit B2.2 (Budget).

Program Services: HOME DELIVERED MEAL SERVICES

Fiscal Year: 2025-2026

Funding Type: Modernization of Older Californians Act (MOCA)

Los Angeles County Region: San Gabriel Valley Region

Supervisorial District: One (1)

Subaward Number: ENP-252608

Amendment Number: Two **Modification Number:** N/A

Subrecipient's Legal Name: CITY OF SOUTH EL MONTE

II. SERVICES BY MONTH - ALL HOME-DELIVERED MEALS

(A) LINE NO.	(B) ROUTE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	South El Monte Meals and Wheels	25						323	323	323	324	324	324	324	**2265**
2															**0**
3															**0**
4															**0**
5															**0**
6															**0**
7															**0**
8															**0**
9															**0**
10															**0**
11															**0**
12															**0**
13															**0**
14															**0**
15															**0**
Grand Total		**25**	**0**	**0**	**0**	**0**	**0**	**323**	**323**	**323**	**324**	**324**	**324**	**324**	**2265**

NOTE:
(1) Grand Total Units under column (P) Total must match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total

LOS ANGELES COUNTY
Aging & Disabilities Department

BOARD OF SUPERVISORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP
Maral V. Karaccusian
Director

Victoria Jump
Acting Chief Deputy Director

Susan Huff
Administrative Deputy II

Anna Avdalyan
Assistant Director

Ivan Pacheco
Chief Information Officer

GET IN TOUCH
510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514

April 9, 2026

City of South El Monte
Attention: Mr. Rene Salas
1415 North Santa Anita Avenue
South El Monte, CA 91733

FISCAL YEAR 2025-26 ADDITIONAL MODERNIZING OLDER CALIFORNIANS ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Salas:

County of Los Angeles Aging & Disabilities Department (County) intends to amend City of South El Monte's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below

- Purpose: Subrecipient will utilize additional Modernizing Older Californians Act (MOCA) funding to provide additional defined and contracted ENP Congregate and Home-Delivered Meal Services during Fiscal Year (FY) 2025-26.
- Subaward Number: ENP252608
- Amendment Number: Two
- Subaward Term: July 1, 2025 through June 30, 2026
- Total Funding Allocation: $18,200
- Period Funds are available for use (Subject to execution of Amendment): July 1, 2025 – June 30, 2026
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount			Total Allocation Amount
			Original MOCA	Additional MOCA	Second Additional MOCA	
MOCA	Congregate Meals	$7.92	$59,600	**$13,600**	$0	**$73,200** [1]
	Home-Delivered Meals	$8.39	$4,400	$10,000	**$4,600**	**$19,000** [2]
Additional MOCA						**$18,200**
Additional Funding (Refer to FY 2025-26 Additional Funding Allocation Letter)						$38,695
Original Baseline and MOCA Funding (Refer to FY 2025-26 Original Baseline and MOCA Funding Allocation Letter)						$380,900
Subaward Sum Year 1 (SSY1) (Additional MOCA, Additional MOCA, NSIP, Original Baseline and MOCA Funding)						**$437,795**

[1-2] **Complete one (1) budget and one (1) MPS for each total allocation amount.**

If you have any questions, please contact Vanessa Marquez of my staff by phone or e-mail as follows: (323) 449-5802 or VMarquez@ad.lacounty.gov.

Thank you.

Irma Panosian

Irma Panosian, Administrative Services Manager III
Contracts Management Division

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

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF CANCELLATION OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2026

SUMMARY: Staff is requesting the City Council cancel the City Council Meeting of Tuesday, May 19, 2026, as the City Council will be attending a business conference.

RECOMMENDED ACTION: Staff recommends the City Council cancel the City Council Meeting of Tuesday, May 19, 2026.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: City Council will be attending a business conference.

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 7.e.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

SUMMARY:

Staff seeks City Council approval to solicit proposals from qualified firms to provide comprehensive managed information technology services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for comprehensive managed information technology services and authorize staff to solicit proposals.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact for soliciting proposals. Depending on the proposals received, the overall comprehensive managed information technology cost could decrease and become more predictable.

DISCUSSION:

With an RFP for comprehensive managed information technology services, staff seeks to consolidate the I.T. Services, Cloud Backup Services, Mobile Device Management and Additional Services, into a singular platform and isolate the cost of any supplies, equipment, or software from a professional services contract to have better oversight and cost control over I.T. activities. As such, the City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide a comprehensive managed information technology services which are easier to understand, predict, and oversee.

Staff recommends City Council approve the RFP for comprehensive managed information technology services (Attachment A) and authorize staff to solicit proposals.

ATTACHMENT(S):

A. RFP for Comprehensive Managed IT Services

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF SOUTH EL MONTE, CALIFORNIA

May 6, 2026

DELIVERY ADDRESS
City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Adrian Garcia, MMC,
City Clerk

REQUIRED NUMBER OF PROPOSALS
Two (2) hard copies and one (1) electronic copy (pdf) on a USB

CONTACT INFORMATION FOR INQUIRIES
contact via e-mail only, no telephone calls
Adrian Garcia, MMC
City Clerk
adriangarcia@soelmonte.org

PROPOSAL DUE DATE
Thursday, June 11, 2026, 4:00 p.m.

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Attachments:
Attachment A - Additional General IT Information Only
Attachment B - Affidavit of Non-Collusion
Attachment C - Sample Professional Services Agreement

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF SOUTH EL MONTE, CALIFORNIA

To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to Provide a Comprehensive Managed Information Technology Services.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (pdf) on a USB of their Proposals no later than 4:00 p.m. on Thursday, June 11, 2026, to:

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Adrian Garcia, MMC, City Clerk

If you have any questions, please contact via email (no telephone calls):
Adrian Garcia, MMC
City Clerk
adriangarcia@soelmonte.org

Late proposals will not be accepted. Emailed proposals will not be accepted.

Sincerely,

Adrian Garcia, MMC
City Clerk
City of South El Monte

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION TECHNOLGOY SERVICES FOR THE CITY OF SOUTH EL MONTE, CALIFORNIA

May 6, 2026

1. GENERAL INFORMATION

A. History and Community Profile

South El Monte, located approximately 18 miles east of downtown Los Angeles, lies in a geographic region known as the San Gabriel Valley. The City is bound on two sides by the San Gabriel Valley's two major drainage features: the Rio Hondo River to the west and the San Gabriel River to the east. Both rivers are contained within concrete-lined channels and flow into the Whittier Narrows immediately south of South El Monte. Whittier Narrows is a regional open space resource and flood control feature formed by significant erosion between the Puente and Merced Hills.

The area that is now South El Monte was originally part of two Spanish land grants given to early settlers. The lands were used for ranching and other agricultural pursuits through the 1930s. Leading up to and following World War II, however, the region experienced significant industrial growth, with an accompanying boom in the housing market. South El Monte, due to its location adjacent to rail lines and new freeways, successfully attracted a broad base of industry.

The growth of industry during this period, together with local desires to protect and utilize the increasing tax revenues, led local businesses and residents to petition for incorporation. The City of South El Monte incorporated on July 30, 1958, encompassing approximately one square mile, with approximately 3,900 residents.

Between 1958 and 1980, a series of annexations grew the City to 2.85 square miles and approximately 16,000 residents. Through this period, industry remained the major driver of the City's economy, with roughly 1,100 businesses. During the 1980s and 1990s, South El Monte experienced gradual growth resulting primarily from further annexation of peripheral lands. Starting with the early 2000s, the City's residential population has remained close to 20,000 until the present day.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base with a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon, where both the residents and business community are working together to make the community a better place to live and work.

B. Governance and Oversight

The City of South El Monte consists of a five-member elected City Council (with elected Mayor) and an appointed City Manager. There are eight departments: City Manager, City Attorney (appointed by Council), City Clerk, Finance, Human Resources / Risk Management, Community Development/Public Works, Economic Development and Community Services. The Management Team consists of the following:

City Manager - Rene Salas
City Attorney - Susie Altamirano (employed by law firm of Olivarez Madruga Law Organization, LLP)
City Clerk - Adrian Garcia
Director of Finance - Masami Higa
Director of Human Resources/Risk Management - Iyob Tessema
Director of Community Development/Public Works – Gerardo Marquez
Director of Economic Development - David De Vries
Director of Community Services - Ariana De La Cruz

City Council appointed officers serve at the will of City Council, and other directors serves at the will of City Manager. Information Technology is overseen by the City Clerk.

C. Background

City currently contracts all I.T needs: Client help desk support, desktop support, system, network and security administration, software, hardware, network troubleshooting, and specific project development, implementation, and support. I.T currently overseen by the City Clerk with close coordination between all user departments.

The City no longer has any servers, with everything hosted on the cloud, with many of the City's major software licensed as a SaaS, with backup and security provided by the software vendor.

The City believes that an open competition for I.T. services provide the City with the best results for its public dollars. As such, the City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide a comprehensive managed information technology services which are easier to understand, predict, and oversee.

D. Current Information Technology Environment

The City is a contract city with no Fire, Police, Health, or Utilities services that the City owns. Below is a City-wide I.T. budget adopted for Fiscal Year 2025-26, subject to change, based on the results of this RFP and contract award and the city is currently working on Fiscal Year 2026-2027 budget.

CITY OF SOUTH EL MONTE
ANNUAL BUDGET
FISCAL YEAR 2025-2026

DIVISION: INFORMATION TECHNOLOGY

ACCOUNT NO: 01-130-1330

BUDGET REQUEST JUSTIFICATION

Acct #	Description:		Amount:
5215	Contract Services-Professional		
	IT Services (82 Users X $165/month)	162,360	
	Cloud Backup Services (5 Terabytes X $150/month)	0	
	The City no longer has any servers to be backed up		
	Additional Services:		
	Azure Annual Subscription for Accella LMS	0	
	Azure Resource Cleanup	0	
	Microsoft 365 Licensing Resell	56,832	
	Microsoft autopilot for automating laptop setups	0	
	Carahsoft - scanning services (Community Development)	46,307	
	ActiveNet Recreation Management Software (Community Services)	7,000	
	ECS - scanning services (City Clerk)	40,000	
	Accela upgrades	35,000	
			347,499
5406	Departmental Supplies		
	Estimated replacement of laptops	27,000	
	Estimated replacement for workstations	3,000	
			30,000
5715	Utility-Phone/Cell Phone		
	Estimated City-wide cell-phone cost (First Net/T-Mobile)		72,000
5931	Software Licenses		
	Adobe	3,600	
	Black Knight annual fee (property date and analytics) (Community Development)	1,800	
	Canva (flyer software annual license)	125	
	Carahsoft Technology Corp. (Accela) (Community Development)	43,550	
	CivicPlus - CivicClerk Agenda Management (City Clerk)	17,495	
	ClearGov budgeting software annual license	17,922	
	Constant Contact (email blast software annual license)	1,800	
	CoStar Licensing (Community Development)	6,400	
	Disability Access Consultants - annual license	2,000	
	DocuSign (City Clerk)	3,312	
	E-File FPPC Form 700 (City Clerk)	1,035	
	ESRI GIS Licensing Renewal (Community Development)	800	
	GoGov - GOEnforce Code Enforcement subscription	5,000	
	GoGov - GORequest Citizens Management subscription	6,600	
	Laserfiche - Cloud Service (City Clerk archive)	0	
	Laserfiche - Departmental Repositories (City Clerk)	38,560	
	Link Tree (Community Services)	100	
	NeoGov Human Resources Software (HRIS) - For applicant tracking system, policy management, employee onboarding, electronic forms, and performance management, Analytics and Reporting	20,000	
	PageFreezer (Community Services)	2,500	
	Placer.ai (traffic analytics, demographics and visiting trends) (Community Dev.)	25,000	
	Readyly Platform - AI Customer Service and Support Software	9,000	
	Senior Registration Software License (Community Services)	1,500	
	Tyler Incode accounting software annual license	50,729	
	VeriBook Passport Appointing System (City Clerk)	810	
			259,638

5932	Subscriptions		
	Adobe Sign	1,000	
	Cable service (Charter)	600	
	Internet Service (9274) ATT Fiber Line	3,960	
	Telnyx Phone Service	4,200	
			9,760
5950	Equipment Leases		
	Quadient Leasing		
	Postage machine	3,845	
	Letter folding maching	1,755	
	Xerox		
	Copies (black/white and color)	13,500	
	Xerox - Printers and Copiers (6 total)		
	Public Safety (C8145H2)	3,392	
	City Hall Copy Room (XC9070)	6,048	
	City Hall CM (C8145)	2,690	
	Community Center (C8155)	4,736	
	Senior Center (C8155)	4,736	
	Public Works Yard (B615)	366	
			41,068
6015	Office Equipment		0
6020	Equipment		0
			759,965

2. PURPOSE

The purpose of the Request for Proposals for a **Comprehensive Managed Information Technology Services** is designed to strengthen the cost-effectiveness, quality, and productivity of the City of South El Monte, using current secure technology, planning for short-term and long-term I.T. goals, to provide excellent public service.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	Wednesday, May 6, 2026
Deadline for Receipt of Questions	Thursday, May 21, 2026, 4:00 p.m.
Addendum (if necessary) to Respond to Questions	Thursday, May 28, 2026
Deadline for Receipt of Proposals (RFP Due Date)	**Thursday, June 11, 2026, 4:00 p.m.**
Evaluation of proposals	June 2026
Final Selection	June 2026
Contract Awarded by City Council	July 2026
Contract Execution	July 2026
Transition/Onboarding	August 2026 – October 2026

4. SCOPE OF SERVICES

The following is a list of some of the services required but should not be seen as all inclusive.

1) Provide strategic planning and oversight of the City's IT program.
    a. Identify trends in use of IT for municipal service delivery. Identify solutions to support City strategic goals and objectives.
        i. Identify critical integration issues based on current projects and future initiatives.
        ii. Recommend policies, procedures, and standards for implementation and use of IT.
        iii. Provide input and review of Requests for Proposals (RFP) related to IT services. Assist with vendor negotiations on IT projects.
        iv. Provide recommendations for additional services to provide enhanced IT services when needed.
        v. Assist City with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades.
2) Provide experienced project managers to provide management of projects on an as-needed basis from vendor selection to implementation.
3) Provide desktop and network support to City Staff.
    a. Desktop Administration and Support:
        i. Install personal computers, laptops, printers, copiers, peripherals, configuring laptops and desktops for standard applications and network services, identifying and correcting end user hardware problems, and performing advanced troubleshooting.
        ii. Document and track all help desk tickets whether received from ticket tracking system, phone input, email, or in person.
        iii. Ensure that a list of software and hardware inventory, license, and warranty expirations is kept current.
        iv. Provide ongoing hardware maintenance of the LAN(s) consisting of all computers, servers, printers, and other peripherals.
        v. Provide system upgrades including but not limited to:
            1. Operating system upgrades
            2. Application upgrades
            3. Hardware upgrades
            4. Virus protection
            5. Spam filtering
        vi. Coordinate resolution of software problems with software vendor.
        vii. Provide support for the City's document imaging and scanning systems, GIS applications, and other applications as identified by the City.
        viii. Ensure efficient daily operation of PCs and network.
        ix. Maintain an up-to-date inventory of all City computer-related hardware and make available to City personnel upon request.
    b. Network Administration
        i. Provide regular review and evaluation of the City's network to ensure optimum operations and security.
            1. Network access including but not limited to:

a. New user account creation.
b. Disabling or deleting obsolete user accounts.
c. Assigning security permissions.
d. Issuing VPN access.
e. Vendor account creation.
f. Multi-Factor authentication

ii. Provide Monitor and alert notifications to firm's IT staff on failure or potential failure of critical equipment; alert notifications to designated City personnel in the event of failure.
iii. Provide network security and maintain a virus detection programs on City servers, emails and all other computers and laptops. Ensure remote access is secured.
iv. Provide off-site file backup and disaster recovery.
v. Network printing.
vi. Email administration.
vii. Documentation.
viii. Server maintenance, if applicable.
ix. Firewall administration support.
x. Internet support.
xi. Network outages.
xii. System Backup: The IT network, including all files on the servers (if applicable), are backed up daily. Consultant shall ensure that backup processes are scheduled and performed successfully, and that backup media are accessible, and files can be successfully restored.
xiii. Perform an external penetration test for the network annually.

4) Provide quotes for procurement of IT related equipment.
5) Provide installation and repair of all IT related equipment including configuration changes, and installation of patches and upgrades.
6) Provide quality information services and technological deliverables, including project planning and execution.
7) Develop mechanisms for improving the City of South El Monte utilization of its current technological resources.
8) Improve the overall cost-effectiveness of City-wide operating expenses and capital outlays associated with technological services and future purchasing and technology needs.
9) Take over and complete phased IT infrastructure refresh project across City-wide departments covering end of life hardware and software assets and to configure a network environment that is built on best practices.
10) Provide monthly management level status reports to review work performed, network availability, help desk ticket summary, security issues and concerns. Attend weekly status meetings either in-person or remotely.
11) Provide cybersecurity across all City locations. The City has deployed a robust, multilayered approach to security-focused technologies by mainly adopting Microsoft solutions across the board (Microsoft 365 and Azure AD). The City will require the selected vendor develop Cyber Security and various compliance plans in partnership with City Departments, which ultimately ensure training is distributed to end-users.
    a. Monitoring & Management of the existing DNS Security and content filtering system.
    b. Monitoring & Management of the existing Anti-malware System.

c. Monitoring & Management of the existing Next-Gen Anti-virus and Security system.
d. Monitoring & Management MFA across multiple platforms which utilize MFA.
e. Training and regular simulated phishing exercises for all users in the following areas - Social Engineering Training, Phishing Training, General Cyber security training, Training of account team staff on fraudulent transactions.

12) Provide procedures and planning for Incident Response, Disaster Recovery & Business Continuity plans.

Staffing Requirements:

- One Information Technology Technician on-site – 24 hours per week on-site, three (3) times a week for four to eight (4 to 8) hours per visit and flexibility to respond to critical issues or requests. Responsible for overall system support ensuring efficient daily operation of PCs and network. The Site Lead serves as a technology advisor for the City and will work directly with staff liaison(s) to provide exceptional customer care.

- Availability of unscheduled support or after hours and emergency services. Provide a Service Level Agreement (SLA) target matrix with response times.

5. MOBILE DEVICE MANAGEMENT (MDM) & MOBILITY SERVICES

Vendor shall provide a separate cost estimate proposal for **Mobile Device Management (MDM)** services to securely manage, monitor, and support all City-issued and authorized mobile devices, including smartphones, tablets, and other portable computing devices used across departments such as Code Enforcement, Parking Enforcement, Public Works, and Administration. (**Please note** the City may or may not consider proposal for MDM services)

The following is a list of some of the services but should not be seen as all inclusive.

i. Device Enrollment & Provisioning
1. Configure and deploy mobile devices using automated enrollment methods (e.g., zero-touch deployment, Apple Business Manager, Android Enterprise).
2. Standardize device configurations, including email, Wi-Fi, VPN, and security policies.
3. Support onboarding and offboarding of devices and users.
4. Purchase of devices with city carriers.

ii. Device Security & Compliance
1. Enforce security policies including:
    - Password/PIN requirements
    - Device encryption
    - Auto-lock and inactivity timeouts
2. Enable remote lock and remote wipe capabilities for lost, stolen, or compromised devices.
3. Monitor device compliance and generate alerts for non-compliant devices.

iii. Application (App) Management

1. Deploy, update, and manage mobile applications (public, private, and enterprise apps).
2. Implement app whitelisting/blacklisting policies.
3. Configure secure access to City systems (e.g., email, document systems, GIS applications).

iv. Asset & Inventory Management

1. Maintain a real-time inventory of all mobile devices, including:
    - Device type, user assignment, and location
    - Operating system versions
    - Warranty and lifecycle status
2. Integrate mobile device inventory with existing IT asset management systems.

v. Monitoring, Reporting & Alerts

1. Provide centralized dashboards for device health, usage, and compliance.
2. Generate periodic reports including:
    - Device inventory
    - Security compliance status
    - Application usage
3. Provide real-time alerting for:
    - Security incidents
    - Jailbroken/rooted devices
    - Unauthorized access attempts

vi. Integration with Existing Systems

1. Integrate with the City's existing Microsoft ecosystem, including:
    - Microsoft Intune
    - Azure Active Directory (Entra ID)
    - Microsoft 365 services
2. Support Multi-Factor Authentication (MFA) enforcement across mobile devices.
3. Ensure secure connectivity via VPN and conditional access policies.

vii. Support & Maintenance

1. Provide ongoing technical support for mobile devices, including troubleshooting and issue resolution.
2. Ensure timely updates and patch management for mobile operating systems.
3. Coordinate with wireless carriers and device vendors as needed.

viii. Policy Development & Training

1. Assist the City in developing and maintaining mobile device usage policies.
2. Provide staff training on:
    - Secure use of mobile devices
    - Phishing and mobile security threats
    - Acceptable use policies

6. KEY PERSONNEL

It is imperative that the key personnel providing the I.T. services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

7. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment B. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

8. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in sample of City's Professional Services Agreement as Attachment B.

9. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

Evaluation Criteria	**Max Points**
Completeness of the Proposals and compliance with the required RFP format.	25
Project understanding, scope and approach to develop the project efficiently.	25
Local Municipal Experience and Qualifications of Key Staff.	25
Similar Project Experience	25
Total Points	**100**

As part of the evaluation, the City will also contact references listed in the proposal.

City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

10. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

11. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Please submit your Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your film will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule of Services: Provide a project a detailed schedule. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide five (5) Public Agency references for similar projects.

Section 6. City's Standard Professional Services Agreement (see Attachment B. Sample Professional Services Agreement)**:** The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment A - Affidavit of Non-Collusion
- Attachment B - Sample Professional Services Agreement

The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

12. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope. Include the proposed costs to provide the services desired and a separate sealed envelope MDM services proposal. Include any other cost price information that would be contained in a potential agreement with the City. In addition, include the cost for extra after-hours services or any other services that are considered optional additions, such as hourly rate schedule for services outside of the scope of work of the flat base contract.

13. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Adrian Garcia, MMC
City Clerk
adriangarcia@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

14. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Proposal, 2 copies and 1 pdf file on thumb drive/USB.
  Please indicate on the Proposal Cover:
  PROPOSAL
  TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY SERVICES

- **Envelope 2:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive/USB.
  Please indicate on the Proposal Cover:
  FEE PROPOSAL
  TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION TECHNOLGY SERVICES

- **Envelope 3:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive/USB.
  Please indicate on the Proposal Cover:
  MOBILE DEVICE MANAGEMENT (MDM) FEE PROPOSAL

Please note you may submit 1 thumb drive/USB with all 3 pdf files.

Proposal submittal due date is:
Thursday, June 11, 2026, 4:00 p.m.

Proposals shall be addressed to:
City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Adrian Garcia, City Clerk

Late proposals will not be accepted.

Note: Use of the City seal is prohibited on any documents without City authorization. Consultants shall not include City seal in their proposals without authorization.

15. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-

contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel, or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Additional General IT Information Only
Attachment B	Affidavit of Non-Collusion
Attachment C	Sample Professional Services Agreement

ATTACHMENT A

Additional General IT Information Only

General IT Environment & Strategy

- **Planned Initiatives**
  - Migration from *.org* to *.gov* domain (legally required)
  - Development of formal IT policies
  - Creation of Disaster Recovery Plan
- **Environment Overview**
  - 95 fully licensed users
  - 81 email-only/frontline users
  - 99 endpoints
  - 30 printers/copiers

Staffing & Service Levels

- **Site Technician**
  - Dedicated individual preferred; rotation acceptable
  - Responsibilities:
    - Day-to-day IT support
    - Standards-based reviews
    - Infrastructure alignment checks
    - Documentation maintenance
- **Strategic Oversight**
  - Separate resource handles:
    - IT planning
    - Budgeting
    - Roadmaps
- **Support Expectations**
  - Security incidents: Immediate response
  - Helpdesk: ~30-minute response
  - Average volume: ~40 tickets/month
- **Coverage**
  - 24/7 support required (lower weekend demand)
  - City operates on 4-day workweek (Mon–Thurs)
- **On-Site Support**
  - 3 days a week 4-8 hours
  - Includes maintenance, reviews, and documentation
- **Internal IT Staff**
  - None (fully outsourced model)
- **Tools & Systems**
  - MSP provides:
    - Ticketing system
    - RMM tools
    - Backup management
  - Microsoft Defender in use for endpoint protection

- **Language Support**
  - Not required
- **Licensing**
  - Microsoft 365 licenses required and managed by MSP
- **Application Support**
  - MSP provides:
    - Application-level support
    - User onboarding/offboarding
  - Vendors handle core LOB application support

Project Management & Procurement

- No standardized project management tools
- Procurement occurs:
  - As equipment fails or becomes obsolete
- Recent upgrades:
  - Deployment of Meraki firewalls for improved connectivity
- MSP Role:
  - Provide guidance on configurations and standards
  - Assist (not resell) in procurement via government contracts

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Incumbent MSP & Asset Ownership

- MSP currently manages:
  - Domains & DNS
  - Microsoft 365 / Azure AD
  - Network/firewall configurations
  - Security platforms
  - Backup systems & encryption keys
  - SSL/TLS certificates
  - SaaS admin accounts
- **Asset Management**
  - Managed by MSP (must continue)
- **Credentials**
  - Documented by both City and MSP
- **Access**
  - City has full access to contracts, licenses, agreements
- **Transition Expectations**
  - MSP provides non-proprietary documentation
  - Parallel onboarding with incumbent (knowledge transfer required)

Cybersecurity & Compliance

- **Compliance Requirements**
  - PCI Compliance
- **Security Environment**
  - Microsoft Defender (Endpoint + Office 365)
  - Entra ID (MFA, Conditional Access, Identity Protection)
  - 24/7 SOC monitoring
  - DNS/web filtering
- **Security Operations**
  - MSP expected to:
    - Manage and **replace/improve** current tools
- **Penetration Testing**
  - Annual, via third-party (coordinated by MSP)
- **Cyber Insurance**
  - MSP supports annual audit/renewal
- **Security Training**
  - MSP must provide:
    - Awareness training
    - Phishing simulations
    - Policy enforcement
- **Policy Development**
  - MSP to assist with:
    - IT policies
    - Incident Response Plan
    - Disaster Recovery Plan
    - Business Continuity Plan
- **Public Records Requests**
  - MSP must assist with IT-related requests

Systems & Applications

- **Core Platforms**
  - Microsoft 365 (Exchange, SharePoint, Teams)
  - Tyler ERP Pro 10 (formally Incode)
  - Laserfiche
  - NetFile
  - Readyly
  - Rhombus Cameras
- **Architecture**
  - Fully cloud-based (no on-prem servers)
  - Azure AD joined devices
- **Email Environment**
  - 176 mailboxes
  - 80 shared mailboxes

Device Inventory & Infrastructure

- **User & Device Counts**
  - 176 users
  - 99 endpoints
  - 117 mobile devices
  - 10 sites / 10 SSIDs
- **Hardware Standards**
  - Microsoft Surface Pro devices
  - iPhones
  - Androids
- **Network Infrastructure**
  - 14 Unifi switches
  - 6 Meraki firewalls
  - 17 Unifi access points
  - 30 printers/copiers
- **Network Configuration**
  - 7 external IPs
  - /24 subnet structure
  - VLAN segmentation (voice, wireless, etc.)
- **Storage**
  - ~1.7 TB (SharePoint)
- **Lifecycle Policies**
  - Desktops: 4 years
  - Laptops: 3 years
- **Legacy Systems**
  - None

Backup & Disaster Recovery

- No on-prem servers
- Cloud-based environment
- Microsoft 365 retention policies in place
- No defined RTO/RPO currently
- MSP responsible for:
  - Backup strategy
  - Disaster recovery planning

Network Administration & Security

- **Monitoring**
  - Managed by MSP
  - Alerts for:
    - Security incidents
    - Device outages
- **Connectivity**
  - 1GB fiber (City Hall hub)
  - Wireless bridges / Spectrum / T-Mobile for other sites
  - Mobile hotspot fallback (FirstNet/T-Mobile)
- **VPN**
  - None in use

- **Performance Issues**
  - None reported

Audio/Visual & Council Support

- A/V supported by third-party vendor
- MSP role:
  - Basic troubleshooting
  - On-demand onsite support (not full ownership)

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____(name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

_____
(Authorized Signature)

_____
(Name of Company/Position)

Sworn to and subscribed before me this_____day of_____, 20_ .

_____
Notary Public for California

My Commission Expires: _____

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this_____day of_____, 2025 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and , ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed_____Dollars ($_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ____ 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____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:

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times

during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or

work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes: Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices

during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Rene Salas, City Manager

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:
OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

_____
Susie Altamirano, City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

If applicable, 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.

EXHIBIT "A"

SCOPE OF SERVICES

III. Consultant will perform the following Services:

A.

B.

C.

IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

V. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

VI. 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.

VII. Consultant will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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 1.8.

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 "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		Days to Perform	Deadline Date
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

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

City Council Agenda Report
Agenda Item No. 7.f.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: ADOPTION OF RESOLUTION NO. 26-030, AUTHORIZING THE SALE OF THREE OBSOLETE CITY VEHICLES AND TWO EQUIPMENT UNITS

SUMMARY: Staff is requesting authorization from the City Council for the sale of three obsolete vehicles and two equipment units that are no longer used by the City.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 26-030**,** authorizing the sale of three obsolete City vehicles and two equipment units, and directing the City Manager to retain an auction company to sell the three obsolete vehicles and two equipment units.

FISCAL/FINANCIAL IMPACT: Staff intends to sell the three obsolete City vehicles and two equipment units through an auction company.

DISCUSSION: Staff is requesting authorization from the City Council for the sale of three obsolete vehicles and two equipment units. The vehicles and equipment the City is seeking to sell are listed in Attachment A. The vehicles and equipment are not running and are not a part of the City's daily operations.

Per Municipal Code Section 3.16.110, obsolete personal property sold for a value of more than two thousand dollars is subject to the approval of the City Council. At this time, staff is unable to determine exactly how much payment the City will receive from the sale of the three obsolete vehicles and two equipment units. Staff's inability to determine exactly how much payment the City will receive from this sale makes it necessary that the City Council authorize the sale in case the sale exceeds two thousand dollars.

Staff intends to sell the obsolete City vehicles and equipment through an auction company. The auction company will pick up the obsolete City vehicles and equipment and sell them through their own channels, typically online or in a vehicle lot. For each vehicle and equipment, the auction company will charge the City a fee based on what each City vehicle and equipment requires. These fees will be deducted from the final sale

price of the vehicles or equipment and the City will receive payment based on the difference between the final sale price and any fees applied.

Staff Report prepared by Alex Aguila, Equipment Mechanic.

ATTACHMENT(S):

A. 2026 Obsolete City Vehicles
B. RESOLUTION NO. 26-030

ATTACHMENT A

Obsolete City Vehicles/Equipment

#F-1- 1987 Hyster S40XL Forklift- 5357 hrs.

#14- 2006 Rayco Brush Chipper- 297hrs.

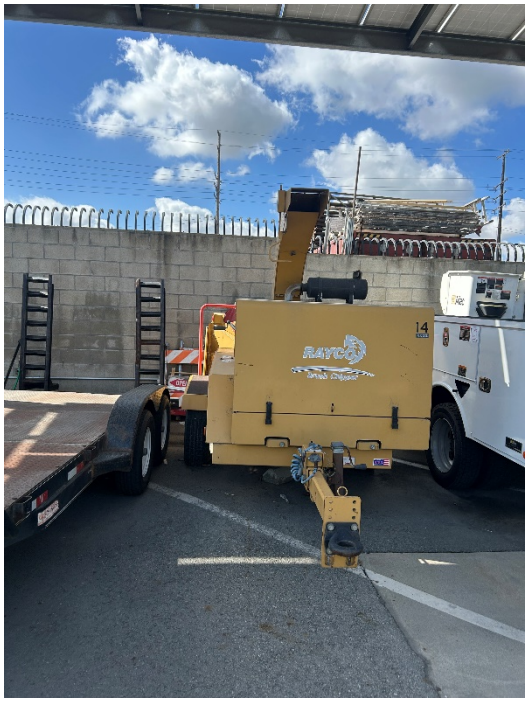
#2- 2004 Ford Ranger- 91,642 miles

#16- 2015 Dodge Grand Caravan- 114,408

#26- 2016 Dodge Grand Caravan- 70,860

Obsolete City Vehicles & Equipment – City Staff has identified three city vehicles as well as two Equipment units that are no longer fit for service and are considered obsolete. This will be an item on an upcoming City Council agenda requesting permission to advertise an RFP to dispose of these vehicles in accordance with Municipal Code section 3.16.110 – Sale of Obsolete personal property. No bids will be accepted by city employees or contractors according to the Municipal Code. Potential bidders would be either auction companies, pick-a-parts businesses, or scrap yards.











RESOLUTION NO. 26-030

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE SALE OF THREE OBSOLETE CITY VEHICLES AND TWO EQUIPMENT UNITS

RECITALS

A. Staff is requesting authorization from the City Council for the sale of three obsolete vehicles and two equipment units. These vehicles and equipment are not running and are not a part of the City's daily operations.

B. Per Municipal Code Section 3.16.110 staff needs City Council permission for the sale of obsolete personal property that is sold for a value of more than two thousand dollars.

C. Staff intends to sell the obsolete City vehicles and equipment through an auction company. The auction company will pick up the obsolete City vehicles and equipment and sell them through their own channels, typically online or in a vehicle lot. For each vehicle and equipment, the auction company will charge the City a fee based on what each City vehicle and equipment requires. These fees will be deducted from the final sale price of the vehicles or equipment and the City will receive payment based on the difference between the final sale price and any fees applied.

D. Staff does not anticipate the vehicles or equipment being sold for over two thousand dollars, but due to staff's inability to determine exactly how much payment the City will receive from this sale it is necessary that the City Council authorize the sale in case the sale exceeds two thousand dollars.

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

SECTION 1. The City Council hereby authorizes the sale of the City's three (3) obsolete vehicles and two (2) equipment units to direct the City Manager to hire an auction company to dispose of the obsolete vehicles and equipment.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 5th day of May 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-030, 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 5th day of May, 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

City Council Agenda Report

Agenda Item No. 8.a.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION OF RESOLUTION NO. 26-031 CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062) FOR THE PROJECT LOCATED AT 825 LEXINGTON-GALLATIN ROAD, AND ADOPTING GENERAL PLAN AMENDMENT NO. 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING; ORDINANCE NO. 1290 TO APPROVE ZONE CHANGE ZC 23-01; ORDINANCE NO. 1291 TO CONSIDER A DEVELOPMENT AGREEMENT DA26-01 BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS, IN RELATION TO CONDITIONAL USE PERMIT CUP 23-07 AND TENTATIVE PARCEL MAP TPM 23-01.

SUMMARY:

The Project is a request that involves a General Plan Amendment to change the land use designation from Commercial (C) to Commercial-Manufacturing (C-M) and a Zone Change from Commercial (C) to Manufacturing (M) of 21.17-acre parcel located at 825 Lexington-Gallatin Road in South El Monte, California and identified as Assessor Parcel Number (APN) 8119-005-032.

Approval of the General Plan Amendment and Zone Change would effectuate a conditionally approved Subdivision/Tentative Map and Conditional Use Permit to subdivide the existing parcel into 10.5-acre parcel and 10.7-acre parcel and develop a 221,815-square-foot industrial building and a public park featuring athletic fields, walking trails, and other amenities.

An Environmental Impact Report (EIR) was prepared pursuant to the California Environmental Quality Act (CEQA).The Planning Commission has reviewed the project and recommended certification of the Final EIR and approval of these actions, with further details available in the staff reports.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 26-031 certifying the Final Environmental Impact Report (State Clearinghouse [SCH] No. 2024070062) and adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) pursuant to the California Environmental Quality Act (CEQA) for the Project and approving General Plan Amendment No. GPA23-03 to amend the General Plan designation of the project site from Commercial (C) to Commercial-Manufacturing (C-M);
4. Waive full reading and introduce Ordinance No. 1290 to approve Zone Change No. ZC23-01 to amend the zone from Commercial (C) to Manufacturing (M); and
5. Waive full reading and introduce Ordinance No. 1291 to approve a Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park.

FISCAL/FINANCIAL IMPACT: The project would generate both immediate and long-term revenue for the City. An upfront one-time payment of $30,000 would be received upon approval. Ongoing revenue includes annual payments of $50,000 per digital billboard face for the first five years, increasing by $10,000 every five years over a 30-year term. In addition, the City would receive 6% of net profits generated by the billboard. After 30 years, future payment terms would be subject to renegotiation, allowing for potential revenue adjustments based on market conditions.

DISCUSSION: The Project Site consists of an approximately 21.17-acre parcel located at 825 Lexington-Gallatin Road, identified as Assessor Parcel Number (APN) 8119-005-032. The Project Site is within the southwestern boundary of the City of South El Monte, in Los Angeles County, California.

Magellan Value Partners (the “Applicant”) has proposed the development of an approximately 221,815-square-foot (sf) industrial building on approximately 10.5 acres of the eastern portion of the Project Site. To allow for this development, the Project also involves a General Plan Amendment to amend the land use designation from Commercial (C) to Commercial-Manufacturing (CM) and the corresponding zone change from Commercial (C) to Manufacturing (M). The Project also involves dedicating the remaining 10.7 acres in the northwestern portion of the Project Site to the City with following approval and execution of a development agreement and property donation agreement for the future development of a public City park. The future park would include athletic fields, walking trails, picnic areas, landscaping, restrooms, parking, and a digital billboard sign.

The proposed Project was presented to the Planning Commission on February 24, 2026 and April 28, 2026. Detailed information and analysis of the Project are available in the respective staff reports (Attachments D and E). This staff report for the City Council serves as a summary, and readers of this report are encouraged to refer to the attachments for more comprehensive details.

On February 24, 2026, the Planning Commission unanimously voted to adopt three resolutions:

1. Resolution No. 26-02 to recommend the City Council certify the Final Environmental Impact Report (State Clearinghouse [SCH] No. 2024070062) and adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) pursuant to the California Environmental Quality Act (CEQA) for the Project; and, approve the General Plan Amendment and Zone Change to amend the land use designation from C to CM and zoning from C to M, respectively.
2. Resolution No. 26-03 to conditionally approve Subdivision No. 23-01, Tentative Parcel Map No. 084463, to subdivide the 21-acre parcel into a 10.5-acre parcel and 10.7-acre parcel.
3. Resolution No. 26-04 to conditionally approve Conditional Use Permit No. 23-07 to allow for the development of a 221,815-sf industrial building.

Pursuant to Resolutions No. 26-03 and 26-04, the Subdivision, Tentative Parcel Map, and Conditional Use Permit approvals would be contingent on the approval of General Plan Amendment and Zone Change, meaning that the entitlements would be null and void if the City Council does not certify the EIR and adopt the Facts of Finding, Statement of Overriding Considerations, and MMRP and/or deny the General Plan Amendment or Zone Change.

On April 28, 2026, the Planning Commission unanimously voted to adopt Resolution No. 26-07 to recommend the City Council approve a Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park at 825 Lexington-Gallatin Road, South El Monte, CA.

PUBLIC NOTICE

All public hearings for the Project, which includes two Planning Commission meetings and this May 5, 2026 City Council meeting. Notices of these public hearings were circulated in compliance with City of South El Monte Municipal Code and California State Law. Notices are posted at the City Hall, the Community Center, and the Senior Center and published in the San Gabriel Tribune, and mailed to property owners within 500 feet of the project site. Additionally, public notices were also mailed to property owners of the neighboring residential subdivision. The specific dates for posting, publication, and mailings are as follows:

- February 24, 2026 Planning Commission:
  - Notices were published in the newspaper on 1/30/2026
  - Notices were posted and mailed on 1/30/2025
- April 28, 2026 Planning Commission:
  - Notices were published in the newspaper on 4/17/2026
  - Notices were posted and mailed on 4/16/2026
- May 5, 2026 City Council:
  - Notices were published in the newspaper on 4/20/2026
  - Notices were posted and mailed on 4/20/2026

ENVIRONMENTAL REVIEW ANALYSIS/DETERMINATION

Pursuant to Section 15074(b) of the California Environmental Quality Act (CEQA) Guidelines, the Planning Commission independently reviewed and considered the contents of the Final Environmental Impact Report ([EIR], SCH No. 2024070062) prepared for the Project, which is described and implemented in part by the proposed Development Agreement, on February 24, 2026.

Pursuant to CEQA Guidelines Section 15082, the City of South El Monte prepared and circulated a Notice of Preparation (NOP) and Scoping Meeting to affected agencies and interested parties for a public review period beginning on July 2, 2024. The deadline to submit comments on the NOP was August 1, 2024. The NOP was distributed to the State Clearinghouse, as well as agencies, organizations, and persons considered likely to be interested in the Project and the potential impacts. Six comment letters were received during the comment period: South Coast Air Quality Management District (SCAQMD), California Department of Transportation (Caltrans), Los Angeles County Sanitation Districts, and three members of the public. Pursuant to Section 21083.9 of the CEQA Statute, the City held a Scoping Meeting on July 22, 2024, at 6:30 p.m. at the City of South El Monte in the City Hall Council Chambers. Four members of the public were present. Each of the comments received during the NOP comment period and scoping meeting were subsequently addressed in the preparation of the Draft EIR.

Following the completion of the Draft EIR, a Notice of Availability (NOA) was prepared and circulated on August 28, 2025. The 45+-day public review period ended on October 13, 2025 was completed, five comment letters were received during the comment period: California Department of Fish and Wildlife (CDFW; 2 letters), SCAQMD (2 letters), and Caltrans (1 letter). Responses to comments were prepared and did not require any changes to the conclusions of the EIR. The Draft EIR, Responses to Comments, as well as the Mitigation Monitoring and Reporting Program (MMRP) are collectively referred to as the Final EIR. Planning staff determined that the Final EIR prepared for the Project satisfies the requirements of CEQA.

Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommends approval by the City Council to certify the Final EIR, adopt CEQA Findings of Fact, and adopt a Statement of Overriding Considerations for the project in compliance with the CEQA Statute and the CEQA Guidelines.

Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommended the City Council certify the Final EIR and adopt CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program (MMRP) for the Project in compliance with the CEQA Statute and the CEQA Guidelines.

The Final EIR, along with supporting studies, MMRP, CEQA Findings of Fact, and Statement of Overriding Considerations were attached to the February 24, 2026 Planning Commission Staff Report (Attachment E) and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Department. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Community Development Department.

ATTACHMENT(S):

A. Resolution No. 26-031 to Certify an EIR and and Adopt a General Plan Amendment No. 23-03
B. Ordinance No. 1290 to Approve Zone Change No. 23-01
C. Ordinance No. 1291 to Approve Development Agreement No. 26-01
D. April 28, 2026 Planning Commission Staff Report
E. February 24, 2026 Planning Commission Staff Report
F. Final EIR, Mitigation Monitoring Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments
G. Public Notice Mailing Radius Map

RESOLUTION NO. 26-031

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062) FOR THE PROJECT LOCATED AT 825 LEXINGTON-GALLATIN ROAD, AND ADOPTING GENERAL PLAN AMENDMENT NO. 23-03 TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING

WHEREAS, Magellan Value Partners ("Applicant") filed an application for a General Plan Amendment (No. 23-03) to change the land use designation of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"), from "Commercial" to "Commercial-Manufacturing" to allow for the development of an approximately 221,815 square-foot industrial building on an approximately 10.5-acre portion of the Property ("Project"). The legal description of the Property will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property; and

WHEREAS, an environmental assessment of the Project was conducted in accordance with the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq*.) and the CEQA Guidelines (Cal. Code Regs., tit 14. § 15000 *et seq.*), and pursuant to Section 15074(b), the City's Planning Commission independently reviewed and considered the contents of the Final Environmental Impact Report ("Final EIR") (SCH No. 2024070062) prepared for the Project; and

WHEREAS, on February 24, 2026, the City's Planning Commission held a duly noticed public hearing at which evidence, both written and oral, was presented to and considered by the Planning Commission before it approved Resolution No. 26-02 recommending City Council approval of General Plan Amendment No. 23-03, the certification of the Final EIR, and adoption of CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA and the CEQA Guidelines; and

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.150 and Government Code Section 65350 *et seq.*, the Planning Commission made the relevant findings required before it approved Resolution No. 26-02 and General Plan Amendment No. 23-03; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines, the Planning Commission made the relevant findings required before it approved Resolution No. 26-02 recommending the City Council's certification of the Final EIR; and

WHEREAS, the City Council has reviewed Resolution No. 26-02, the accompanying staff report, Planning Commission's findings and recommendations, General Plan Amendment No. 23-03, and the Final EIR; and

WHEREAS, on May 5, 2026, pursuant to SEMMC Section 17.03.150(F), the City Council held a duly noticed public hearing, at which it received evidence, both written and oral, made the required findings, and thereafter deliberated on and considered General Plan Amendment No. 23-

03, the certification of the Final EIR and adoption of CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with the CEQA and the CEQA Guidelines; and

WHEREAS, notice of the City Council public hearing was published pursuant to SEMMC Section 17.03.130 in the San Gabriel Valley Tribune on April 20, 2026.

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

SECTION 1. The Recitals set forth above are true and correct, are hereby adopted as findings, and are incorporated into this Resolution.

SECTION 2. Pursuant to Public Resources Code Section 21082.1, the City Council hereby incorporates into this Resolution the Planning Commission Resolution No. 26-02, the accompanying staff report, and the findings of fact provided therein, and finds and determines that the Final EIR was completed in accordance with CEQA and that the Final EIR reflects the City's independent judgment and analysis.

SECTION 3. Based on the foregoing, the City Council hereby adopts this Resolution No. _____, certifying the Final EIR and adopting the Findings of Fact, the Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA and CEQA Guidelines.

SECTION 4. The City Council hereby finds, in accordance with SEMMC Section 17.03.150(A), the proposed General Plan Amendment No. 23-03 is consistent with the City's General Plan, and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*.

Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.*

Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.*

SECTION 5. Based on the record of the hearing held on May 5, 2026, including all information presented at the hearing, the Planning Commission Staff Report dated February 24,

2026, and Planning Commission Resolution No. 26-02, which is hereby incorporated into this Resolution No. 26-031 by reference, the City Council adopts as its own the following Planning Commission findings made pursuant to SEMMC Section 17.03.150(E)(3):

A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City; and
B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans; and
C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and
D. All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.

SECTION 6. Based on the above and pursuant to Government Code Section 65356, the City Council hereby adopts this Resolution No. 26-031 by not less than a majority of the City Council approving General Plan Amendment No. 23-03, changing the Property's land use designation from "Commercial" to "Commercial-Manufacturing."

SECTION 7. The City Council's approval of General Plan Amendment No. 23-03 is dependent on the City Council's certification of the FEIR and adoption of a Statement of Overriding Considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof might subsequently be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption.

[*Signatures on following page*]

PASSED, APPROVED AND ADOPTED by the City Council of the City of South El Monte this 5th day of May, 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the above and foregoing Resolution No. 26-031 was duly passed and approved by not less than a majority of the City Council of the City of South El Monte at a regular meeting of said Council held on this 5th day of May, 2026, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

ORDINANCE NO. 1290

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE APPROVING ZONE CHANGE NO. 23-01, CHANGING THE DESIGNATION OF THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD FROM COMMERCIAL TO MANUFACTURING TO ALLOW DEVELOPMENT OF AN INDUSTRIAL USE.

WHEREAS, Magellan Value Partners, or MVP South El Monte I, LLC ("Applicant"), filed an application for a Zone Change (No. 23-01) to change the zoning designation from "Commercial" to "Manufacturing" in order to allow for the development of an approximately 221,815 square-foot industrial building ("Project") on an approximately 10.7-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"); and

WHEREAS, on February 24, 2026, the City Planning Commission held a duly noticed public hearing and thereafter adopted Resolution No. 26-02, recommending City Council approval of No. 23-01; and

WHEREAS, concurrently, the Applicant filed applications for a General Plan Amendment No. 23-03, Subdivision No. 23-01, Tentative Parcel Map No. 084463, Conditional Use Permit No. 23-07, and a Development Agreement, which allow the Applicant to develop the Project and to dedicate 10.7 acres of the subject property located at 825 Lexington-Gallatin Road to the City for future development as a public park; and

WHEREAS, approval of No. 23-01 is dependent on City Council's review and approval of General Plan Amendment No. 23-03, certification of the Final Environmental Impact Report ("FEIR") for the Project, and approval of the Development Agreement; and

WHEREAS, the City Council has reviewed No. 23-01 and the Planning Commission's findings and recommendations; and

WHEREAS, on May 5, 2026, pursuant to South El Monte Municipal Code ("SEMMC") section 17.03.150(F), the City Council held a duly noticed public hearing, at which it received evidence, both written and oral, made the required findings, and thereafter deliberated on and considered this Ordinance; and

WHEREAS, notice of the City Council public hearing was published pursuant to SEMMC section 17.03.130 in the San Gabriel Valley Tribune on April 20, 2026.

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

Section 1. The Recitals set forth above are true and correct and are hereby adopted as findings and are incorporated into this Ordinance.

Section 2. The City Council hereby approves the first reading of Ordinance No. 1290, which approves Zone Change No. 23-01 as set forth below.

Section 3. Based on the record of the hearing held on May 5, 2026, including all information presented at the hearing, the Planning Commission Staff Report dated February 24, 2026, and Planning Commission Resolution No. 26-02, which is hereby incorporated into this Ordinance No. 1290 by reference and included at Attachment "A," the City Council approves the Planning Commission's recommendation to adopt Zone Change No. 23-01 and approves the following Planning Commission findings made pursuant to SEMMC Section 17.03.150 (E)(3):

A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City; and

B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans; and

C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and

D. All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.

Section 4. In accordance with SEMMC Section 17.03.150(A), the proposed Zone Change No. 23-01 is consistent with the City's General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*.

Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.*

Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.*

Section 5. An FEIR was prepared for the Project (State Clearinghouse No. 2024070062) associated with this Zone Change No. 23-01 in accordance with the requirements of the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA") and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), which includes a required Mitigation Monitoring and Reporting Program. The City Council's approval of this Zone Change No. 23-01 is dependent on the City Council's certification of the FEIR and adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR.

Section 6. City Council's approval of No. 23-01 is also dependent on City Council's review and approval of General Plan Amendment No. 23-03 and the Development Agreement.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

Section 8. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this ___ day of May, 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Ordinance, being Ordinance No. 1290 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of May 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT “A”

PLANNING COMMISSION RESOLUTION NO. 26-02

AND STAFF REPORT DATED FEBRUARY 24, 2026

ORDINANCE NO. 1291

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC, FOR THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD.

WHEREAS, California Government Code Section 65864 et seq. authorizes the City of South El Monte ("City") to enter into binding Development Agreements with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain vested development rights in the real property; and

WHEREAS, on April 28, 2026, the City Planning Commission held a duly noticed public hearing and thereafter adopted Resolution No. 26-07, recommending City Council approval of a Development Agreement between the City and MVP South El Monte I, LLC ("MVP"), incorporated herein and attached hereto as Attachment "A"; and

WHEREAS, the Development Agreement implements the project associated with General Plan Amendment No. 23-03, Zone Change No. 23-01, Subdivision No. 23-01, Tentative Parcel Map No. 084463, and Conditional Use Permit No. 23-07, and allows MVP to dedicate 10.7 acres of the subject property located at 825 Lexington-Gallatin Road to the City for future development as a public park; and

WHEREAS, approval of the Development Agreement is dependent on City Council's review and approval of General Plan Amendment No. 23-03 and Zone Change No. 23-01, and City Council's certification of the EIR for the project; and

WHEREAS, the City Council has reviewed the Development Agreement and Planning Commission's findings and recommendations; and

WHEREAS, on May 5, 2026, the City Council held a duly noticed public hearing where it received evidence, both written and oral, and thereafter deliberated on and considered this Ordinance; and

WHEREAS, notice of the City Council public hearing was published in the San Gabriel Valley Tribune on April 20, 2026.

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

Section 1. The recitals set forth above are true and correct and are hereby incorporated by reference.

Section 2. The City Council hereby adopts as its own, the evidence and findings in Planning Commission Resolution No. 26-07 and the accompanying staff report, incorporated herein and attached hereto as Attachment "B," and finds, pursuant to Government Code Section

65867.5, that the Development Agreement is consistent with the City's General Plan and any applicable specific plan.

Section 3. The City Council hereby approves the Development Agreement and authorizes and directs the Mayor to execute the Development Agreement in the City's name.

Section 4. A Final Environmental Impact Report was prepared for the project (State Clearinghouse No. 2024070062) associated with this Development Agreement in accordance with the requirements of the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA") and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), which includes a required Mitigation Monitoring and Reporting Program (collectively, the "FEIR"). The City Council's approval of this Development Agreement is dependent on City Council's certification of the FEIR and adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR.

Section 5. City Council's approval of the Development Agreement is also dependent on City Council's review and approval of General Plan Amendment No. 23-03 and Zone Change No. 23-01.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

Section 7. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption. The City Clerk is also directed to record a copy of this Development Agreement with the county recorder pursuant to Government Code Section 65868.5.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this ___ day of May, 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Ordinance, being Ordinance No. 1291 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of May 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, City Clerk

ATTACHMENT “A”

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC

ATTACHMENT “B”

PLANNING COMMISSION RESOLUTION NO. 26-07

AND STAFF REPORT DATED FEBRUARY 24, 2026

Planning Commission Agenda Report
Agenda Item No. 7.c.

DATE: April 28, 2026

TO: Honorable Chairman and Members of the Planning Commission

APPROVED BY: Gerardo Marquez, Director of Community Development and Public Works

SUBMITTED BY: Tiffany Ho, Community Development Manager

SUBJECT: ADOPTION OF RESOLUTION NO. 26-07, RECOMMENDING THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS TO DEDICATE 10.7 ACRES TO THE CITY OF SOUTH EL MONTE FOR THE FUTURE DEVELOPMENT OF A PUBLIC PARK AT 825 LEXINGTON-GALLATIN ROAD, SOUTH EL MONTE, CA.

PUBLIC NOTICE: Notice of the public hearing was posted and mailed to property owners within 500 feet of the project site on April 16, 2026. Notice of the public hearing was also published in the San Gabriel Valley Tribune on April 17, 2026.

PROJECT LOCATION:

Address:	825 Lexington-Gallatin Road
APN:	8119-005-032
Applicant:	Rick Martinez, Magellan Value Partners
Property Owner:	MVP South El Monte I, LLC
Zone:	C (Commercial)
Lot Size:	922,691 square feet (21.17 acres)

Table 1 - Surrounding Zoning and Land Use Summary

Location	Zone	General Plan	Land Use
North	Los Angeles County	Los Angeles County	State Route 60 (SR-60)
South	Los Angeles County R-1 (Single-Family Residential) R-3 (Multi-Family Residential)	Los Angeles County Low-Density Residential Medium-Density Residential	Whittier Narrows Park (Los Angeles County) Residential Residential

East	Los Angeles County R-1 (Single-Family Residential) R-3 (Multi-Family Residential) C (Commercial) C-M (Commercial-Manufacturing)	Los Angeles County Low-Density Residential Medium-Density Residential Commercial Commercial-Manufacturing	Whittier Narrows Park Residential Residential Commercial Industrial
West	Los Angeles County	Los Angeles County	Whittier Narrows Park

BACKGROUND: The Project Site consists of an approximately 21-acre (rounded from 21.17 acres) parcel located at 825 Lexington-Gallatin Road, identified as Assessor Parcel Number (APN) 8119-005-032. The Project Site is within the southwestern boundary of the City of South El Monte, in Los Angeles County, California.

The Project Site is generally bordered by Santa Anita Avenue to the north and west, Lexington-Gallatin Road to the south/southeast, and vacant land to the northeast. Surrounding land uses and infrastructure include SR-60 and vacant property to the north; Whittier Narrows Recreation Area to the southeast and west; limited office uses to the south at the intersection of Santa Anita Avenue and Lexington-Gallatin Road; and residential uses to the northeast. The General Land Use Designation and Zoning are summarized in **Table 1**.

The 21-acre site currently consists of remains from previous uses of the site including remnants of building foundations, a dilapidated shack, and radio tower footings. Most notably, the Project Site is located within the U.S. Army Corps of Engineers (USACE) reservoir flowage easement area which is associated with the spillway activation elevation of the Whittier Narrows Dam.

Magellan Value Partners (“Applicant”) has proposed the development of an approximately 221,815-square-foot (sf) industrial building on approximately 10.5 acres of the eastern portion of the Project Site. To allow for this development, the Project also involves a General Plan Amendment to amend the land use designation from Commercial (C) to Commercial-Manufacturing (CM) and the corresponding zone change from Commercial (C) to Manufacturing (M). The Project also involves dedicating the remaining 10.7 acres in the northwestern portion of the Project Site to the City with following approval and execution of a development agreement and property donation agreement for the future development of a public City park. The future park would include athletic fields, walking trails, picnic areas, landscaping, restrooms, parking, and a digital billboard sign.The Project was presented to the Planning Commission on February 24, 2026, wherein the Commission voted 4-0 to adopt three resolutions:

1. Resolution No. 26-02 to recommend the City Council certify the Final Environmental Impact Report (State Clearinghouse [SCH] No. 2024070062) and adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) pursuant to the California Environmental Quality Act (CEQA) for the Project; and, approve the General Plan Amendment and Zone Change to amend the land use designation from C to CM and zoning from C to M, respectively.

2. Resolution No. 26-03 to conditionally approve Subdivision No. 23-01, Tentative Parcel Map No. 084463, to subdivide the 21-acre parcel into a 10.5-acre parcel and 10.7-acre parcel.
3. Resolution No. 26-04 to conditionally approve Conditional Use Permit No. 23-07 to allow for the development of a 221,815-sf industrial building.

Pursuant to Resolutions No. 26-03 and 26-04, the Subdivision, Tentative Parcel Map, and Conditional Use Permit approvals would be contingent on the approval of General Plan Amendment and Zone Change, meaning that the entitlements would be null and void if the City Council did not certify the EIR and adopt the Facts of Finding, Statement of Overriding Considerations, and MMRP and/or deny the General Plan Amendment or Zone Change. The Staff Report provided analysis on the aforementioned applications and the signed resolutions are attached as **Attachments D, E, and F**, respectively.

Proposed Project

The Applicant has proposed the dedication of a 10.7-acre area for the future development of a public City Park to be facilitated by a Development Agreement. The Development Agreement is intended to provide assurance to the Applicant that a project may generally proceed subject to the policies, rules, regulations, and conditions of approval applicable to the project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval. In return, the City would provide assurance that the project will further important citywide goals and policies that have been officially recognized by the City Council, and provide the City with significant, tangible benefits beyond those that may be required by the City through project conditions of approval. In this case, the Development Agreement No. 26-01 would also authorize the City Manager to sign the Open Space Donation Agreement, the specific instrument to dedicate and convey ownership of the 10.7-acre area for the public park.

The Draft Development Agreement is attached as **Attachment B,** and the Public Open Space Donation Agreement is attached as **Attachment C** and referenced as Exhibit D to in the Development Agreement.

The following is a summary of the benefits of the Project and the City's obligations as described in the Agreement:

Benefits of the Development Agreement

1. **Donation of a 10.7-Acre Public Park Site.** The Applicant (referred to in the Development Agreement as "Owner") would donate fee title to an approximately 10.7-acre Public Open Space Site for development as a future public park. The size and location of this site provide significant community recreation and open-space benefits near existing public parks (Whittier Narrows Park) managed by the Los Angeles County.
2. **Limited Site Preparation for the Public Park**. The Applicant would conduct rough grading and potentially other site preparation (e.g., stormwater swales, installation of utilities, etc.) to support future park development.
3. **Section 408 Permitting.** The Applicant would obtain all necessary permits, including Section 408 Permits with the United States Army Corps of Engineers (USACE), to allow for development of the future park space and industrial building in connection with the underlying easements to the Whitter Flood Control Basin.
4. **Flood Control and Infrastructure Improvements.** The Applicant would design and construct Storage Basin Improvements to accommodate potential floodwaters

from the Whittier Flood Control Basin, including but not limited to, the installation of a storm drainage basin and connection to existing County Flood Control District pipeline.

5. **Industrial Building Economic and Fiscal Benefits.** The 221,815-sf industrial building would generate employment opportunities during construction and occupancy of the project and generate property tax and sales/use tax.
6. **Digital Billboard Benefits.** The proposed digital building would provide a number of economic and fiscal benefits, including:
    - **One-Time Development Fee.** The Applicant would remit a one-time Development Fee of $30,000 to the City.
    - **Annual Payments**. The Applicant would remit an annual revenue payment of $50,000 per digital face to the City for the first five (5) years. Payments would increase by $10,000 every five (5) years. This payment structure would remain in place for 30 years, after which the City and Applicant would negotiate subsequent annual fees and/or revenue sharing terms.
    - **Revenue Sharing.** The Applicant would remit 6% of net profit generated by the billboard to the City.
    - **City Branding.** The digital billboard would prominently feature the City's name and logo.
    - **City Advertisement.** The City would receive dedicated advertising time and space on the billboard at no cost.
    - **Public Safety Announcements.** The digital billboard would be integrated with the Amber Alert communication network and coordinated work with local, regional, and federal agencies to display public health and safety alerts.
    - **Discounted Local Business Advertisements.** South El Monte brick and mortar businesses with current and active business licenses would be eligible for discounted advertising rates on the digital billboard.

Summary of the City's Obligations

1. **Development, Operation, and Maintenance of the Public Park.** The City would become the sole responsible party for designing, constructing, operating, maintaining, and repairing the future City Public Open Space Improvements on the donated 10.7-acre site, except for the area and improvements associated with the digital billboard.
2. **Reimbursement Obligations.** The City would reimburse the Applicant for its proportional share of the Storage Basin Improvements and any agreed-upon site preparation costs, as described in the Public Open Space Donation Agreement.
3. **Cooperation and Facilitation of Project Approvals.** The City would not obstruct the Digital Billboard's permitted visibility and issue all necessary building/electrical permits for the Applicant to obtain Caltrans approvals in compliance with local, state, and federal codes and regulations. The City would not to apply its sign prohibitions or conditional use permit requirements to the Digital Billboard on the Public Open Space Site. The City would process subsequent approvals consistent with the vested rights granted by the Agreement and would not impose new rules that conflict with previously approved entitlements.
4. **Conduct Periodic Compliance Reviews.** The City would conduct annual good-faith compliance reviews of the Applicant's performance under the agreement.

5. **Cooperation in Third-Party Litigation.** If the Agreement or entitlements are legally challenged, the City would cooperate with the Applicant in defending the approvals.
6. **Granting Easements and Executing Required Documents.** The City would grant an easement for billboard access and maintenance on the Public Open Space Site. The City Manager would be authorized to execute the Public Open Space Donation Agreement.

RECOMMENDATION: Adopt Resolution No. 26-07 (**Attachment A**), recommending that the City Council approve a Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park at 825 Lexington-Gallatin Road, South El Monte, CA.

ANALYSIS: The proposed Development Agreement (Development Agreement No. 26-01) between the City of South El Monte and the Applicant is being processed pursuant to Government Code Sections 65864-65869.5. Government Code Section 65867.5(b) & (c) requires:

> (b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.
>
> (c) A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with Section 66473.7.

On February 24, 2026, the Planning Commission adopted resolutions recommending the City Council find the project consistent with the General Plan. The Project is not subject to any specific plan. Further, the Project is not subject to Government Code Section 66463.7 as it does not involve a residential subdivision. Because the proposed Development Agreement memorializes the benefits, obligations, and implementation of the Project, and the Project is consistent with the General Plan, the Development Agreement would also be consistent with the General Plan and may be considered for approval by the City Council.

ENVIRONMENTAL REVIEW: Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR (SCH No. 2024070062) prepared for the Project, which is described and implemented in part by the proposed Development Agreement, on February 24, 2026. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommended the City Council certify the Final EIR and adopt CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program (MMRP) for the Project in compliance with the CEQA Statute and the CEQA Guidelines.

The Final EIR, along with supporting studies, MMRP, CEQA Findings of Fact, and Statement of Overriding Considerations were attached to the February 24, 2026 Planning Commission Staff Report (**Attachment G**) and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Department. The documents and other materials, which constitute the

record on which this decision is based, are maintained by the City's Community Development Department.

CONCLUSION: Staff recommends that the Planning Commission adopt Resolution No. 26-07, recommending that the City Council approve the Development Agreement between the City of South El Monte and Magellan Value Partners to dedicate 10.7 acres to the City of South El Monte for the future development of a public park at 825 Lexington-Gallatin Road, South El Monte, CA.

The Development Agreement implements the Project associated with General Plan Amendment No. 23-03, Zone Change No. 23-01, Subdivision No. 23-01, Tentative Parcel Map No. 084463, and Conditional Use Permit No. 23-07. On February 24, 2026, the Planning Commission found the Project consistent with the General Plan and recommended that the City Council certify the Final EIR (SCH No. 2024070062) and approve the related entitlements.

The Project would redevelop an underutilized site with a modern industrial facility appropriately located near SR-60, providing employment opportunities and generating new City revenues. In addition, the Development Agreement formalizes the Applicant's dedication of 10.7 acres for a future public park, resulting in long-term public and economic benefits to the community.

ATTACHMENT(S):

A. Draft Resolution No. 26-07
B. Draft Development Agreement No. 26-01
C. Draft Public Open Space Agreement
D. Resolution No. 26-02
E. Resolution No. 26-03
F. Resolution No. 26-04
G. Feb 26, 2026 Planning Commission Staff Report

RESOLUTION NO. 26-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE RECOMMENDING CITY COUNCIL APPROVAL OF DEVELOPMENT AGREEMENT NO. 26-01 BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND MVP SOUTH EL MONTE I, LLC

WHEREAS, California Government Code Section 65864 et seq. ("**Development Agreement Law**") authorizes the City of South El Monte ("**City**") to enter into binding Development Agreements with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain vested development rights in the real property; and

WHEREAS, MVP South El Monte I, LLC ("**Owner**") possesses a legal or equitable interest in that certain real property located at 825 Lexington-Gallatin Road, which totals approximately 21.2 acres ("**Property**"); and

WHEREAS, Owner has requested approval of a Development Agreement ("**DA**") with the City for the development of the Property with two development sites: (i) a site for a future City public park on an approximately 10.7-acre portion of the Property ("**Public Open Space Site**") and (ii) a site for an industrial warehouse building on an approximately 10.5-acre portion of the Property ("**Industrial Building Site**"); and

WHEREAS, pursuant to the proposed DA, Owner will donate fee title interest in the Public Open Space Site to the City ("**Public Open Space Donation**"), subject to execution of a Real Property Donation Agreement by the Parties ("**Public Open Space Donation Agreement**"), and the Public Open Space Site will thereafter be developed by the City with public park improvements ("**City Public Open Space Improvements**"), and thereafter managed and operated by the City; and

WHEREAS, the DA will also permit Owner to construct an approximately 221,815 square foot industrial warehouse building with approximately 27 truck trailer doors; approximately 40 truck trailer parking spaces; approximately 277 passenger vehicle parking spaces; and other infrastructure, improvements and facilities ("**Industrial Building Improvements**") on the Industrial Building Site; and

WHEREAS, subject to approval from applicable state agencies, Owner proposes to install one billboard containing up to two digital displays (each display measuring up to 14 feet x 48 feet within the billboard frame) ("**Digital Billboard**") oriented toward State Route 60 on the northern portion of the Public Open Space Site, and if installed and under operation, Owner will provide financial benefits to the City related to the operation of the Digital Billboard, pursuant to the terms and conditions of the DA; and

WHEREAS, Owner will conduct limited site preparation on the Public Open Space Site, which will, at a minimum, include rough grading ("**Limited Public Open Space Site Preparation**"), prior to the City Public Open Space Improvements, and City's

reimbursement to Owner for the Limited Public Open Space Site Preparation, which could also include stormwater swale construction and certain other infrastructure improvements, is addressed in the Public Open Space Donation Agreement; and

WHEREAS, Owner will construct storage and drainage improvements on the Public Open Space Site and the Industrial Building Site for the required volume of potential flood waters from the Whittier Flood Control Basin ("**Storage Basin Improvements**"); and

WHEREAS, the Limited Public Open Space Site Preparation, Industrial Building Improvements, Digital Billboard, and Storage Basin Improvements are collectively referred to herein as the "**Owner's Project**." The City Public Open Space Improvements on the Public Open Space Site and related off-site improvements and associated costs are referred to herein as the "**City Public Open Space Project**." The Owner's Project and the City Public Open Space Project are collectively referred to herein as the "**Combined Project**;" and

WHEREAS, a Final Environmental Impact Report was prepared for the Combined Project (State Clearinghouse No. 2024070062) in accordance with the requirements of the California Environmental Act (California Public Resources Code Section 21000 et seq.) ("**CEQA**") and the CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq.), which includes a required Mitigation Monitoring and Reporting Program ("**MMRP**") (collectively, the "**FEIR**"); and

WHEREAS, Owner's Project necessitates the following City approvals: (i) General Plan Land Use Map amendments (No. 23-03); (ii) Zoning Map amendments (No. 23-01); (iii) Conditional Use Permit (No. 23-07); (iv) certification of the FEIR; and (v) adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR (collectively, "**Required City Project Approvals for Owner's Project**"), and Owner also proposes to subdivide the Property into two separate parcels, one for the Public Open Space Site and one for the Industrial Building Site (Subdivision No. 23-01) ("**Subdivision**"), however, no Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2) and City Municipal Code Section 16.08.010(H); and

WHEREAS, on February 24, 2026, the City Planning Commission held a duly noticed public hearing on the Required City Project Approvals for Owner's Project and adopted Resolution No. 26-03, and 26-04, conditionally approving the Subdivision (No. 23-01) and Conditional Use Permit (No. 23-07) for Owner's Project, respectively ("**Planning Commission Project Approvals**"), and adopted Planning Commission Resolution No. 26-02 recommending that the City Council approve the other Required City Project Approvals for Owner's Project; and

WHEREAS, the proposed DA will provide community benefits to the City, in part because of the donation of the Public Open Space Site for a future City public park, job creation and tax revenues associated with the Industrial Building Improvements, and City's share of revenues associated with operation of the proposed Digital Billboard, and thus the

DA is in the best interests of City residents and the public health, safety, and welfare will be served by entering into the proposed DA; and

WHEREAS, on April 28, 2026, consistent with California Government Code Section 65867, the Planning Commission of the City ("**Planning Commission**") held a duly noticed, full and fair hearing on the recommendation of approval of DA No. 26-01 to the City Council of the City ("**City Council**").

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

SECTION 1. The Planning Commission hereby finds that the above recitals are true and correct and incorporated them herein by this reference.

SECTION 2. Pursuant to California Government Code Section 65867.5, the Planning Commission hereby recommends City Council approval of DA No. 26-01, subject to appropriate and reasonable City Council modifications to the text of the DA, based on the following findings:

A. The provisions of DA No. 26-01 are consistent with the City's General Plan and any applicable specific plan.

Findings of Fact:

Upon the City Council's approval of all Required City Project Approvals for Owner's Project, including without limitation General Plan Land Use Map amendments (No. 23-03), DA No. 26-01 shall be consistent with the City General Plan. The DA is also consistent with the City's General Plan Land Use Element Goal 1.0 as the DA will assist in maintaining a balanced mix and distribution of land uses throughout the City by providing opportunities for continued industry and recreation associated with the Industrial Building Improvements and future City public park. Furthermore, the DA is consistent with the City's General Plan Economic Development Element Goal 1.0 as the Industrial Building Improvements will maintain the City's industrial base, accommodate new industrial businesses, and broaden the range of wages and skills in the City. Additionally, the Digital Billboard proposed in the DA will promote Goals 1.0 and 3.0 by advertising a wide range of business activity in the City and assisting with attraction of new local-serving commercial business.

SECTION 3. The Planning Commission hereby recommends the following condition:

1. The Development Agreement may be modified by the Director of Community Development or their Designee to the mutual consent of the City and the Applicant and as approved content and form by the City Attorney.

SECTION 4. The Planning Commission hereby adopts this Resolution recommending to the City Council the approval and execution of DA No. 26-01 through the adoption of an ordinance, and authorizes the City Attorney to make clarifying changes as necessary to effectuate the terms of the DA.

SECTION 5. In accordance with CEQA, a FEIR was prepared for the Combined Project (State Clearinghouse No. 2024070062), which includes a required MMRP. On February 24, 2026, the Planning Commission adopted Resolution No. 26-02 recommending that the City Council approve all Required City Project Approvals for Owner's Project, including without limitation, certification of the FEIR and adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR.

SECTION 6. If any portion of this Resolution is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 28th day of April, 2026.

_____
Jackie Rubio, Chairperson

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

CERTIFICATION

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-07, was duly passed and approved by the Planning Commission of the City of South El Monte at a regular meeting of said Council held on the 28th day of April 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:

CITY OF SOUTH EL MONTE
1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733
ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

DEVELOPMENT AGREEMENT NO. _____

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF SOUTH EL MONTE

AND

MVP SOUTH EL MONTE, LLC

DRAFT FOR PRELIMINARY DISCUSSION PURPOSES ONLY

March 12, 2025

Revised February 5, 2026

Revised April 15, 2026

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EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT "B"	MAP SHOWING PROPERTY AND ITS LOCATION
EXHIBIT "C"	SITE PLAN SHOWING INDUSTRIAL BUILDING SITE AND PUBLIC OPEN SPACE SITE
EXHIBIT "D"	FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT
EXHIBIT "E"	DEPICTION OF INDUSTRIAL BUILDING IMPROVEMENTS ON INDUSTRIAL BUILDING SITE

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DEVELOPMENT AGREEMENT NO. _____

This Development Agreement (hereinafter "**Agreement**") is entered into as of the Effective Date, as defined below, by and among the CITY OF SOUTH EL MONTE (hereinafter "**City**"), a municipal organization, and MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company (hereinafter "**Owner**"). City and Owner are, collectively, the "**Parties**," and individually, a "**Party**".

RECITALS

A. This Agreement pertains to the development of the property located at 825 Lexington-Gallatin Road ("**Property**"), which totals approximately 21.2 acres and is more particularly described in the legal description attached hereto as **Exhibit "A"** and shown on the map attached hereto as **Exhibit "B"**. The legal description of the Property will change following recordation of the Final Map for the proposed Subdivision (defined below).

B. The Property consists of two development sites: (i) a site for a future City public park on an approximately 10.7-acre portion of the Property ("**Public Open Space Site**") and (ii) a site for an industrial warehouse building on an approximately 10.5-acre portion of the Property ("**Industrial Building Site**"), as shown on the site plan attached hereto as **Exhibit "C"**.

C. Owner will donate fee title interest in the Public Open Space Site to the City ("**Public Open Space Donation**"), subject to execution of a real property donation agreement by the Parties ("**Public Open Space Donation Agreement**"). A form of that agreement is attached hereto as **Exhibit "D"**. The City Manager is authorized to execute the Public Open Space Donation Agreement in substantially the same form as Exhibit D, as determined by the City Attorney. The Public Open Space Site will thereafter be developed by the City with public park improvements ("**City Public Open Space Improvements**"), and thereafter managed and operated by City pursuant to the Public Open Space Donation Agreement. As specified therein, the Public Open Space Donation Agreement includes conditions precedent that must be satisfied by the City prior to the Public Open Space Donation.

D. Owner will construct an approximately 221,815 square foot industrial warehouse building with approximately 27 truck trailer doors; approximately 40 truck trailer parking spaces; approximately 277 passenger vehicle parking spaces; and other infrastructure, improvements and facilities ("**Industrial Building Improvements**") on the Industrial Building Site, as schematically depicted on **Exhibit "E"** attached hereto.

E. Subject to approval from applicable state agencies, Owner proposes to install one billboard containing up to two digital displays (each display measuring up to 14 feet x 48 feet within the billboard frame) ("**Digital Billboard**"). If installed, the Digital Billboard will be oriented toward State Route 60 on the northern portion of the Public Open Space Site in the general location depicted on Exhibit C. If installed and under operation, Owner will provide financial benefits to the City related to the operation of the Digital Billboard, as provided in Section 5 below.

F. Owner will conduct limited site preparation on the Public Open Space Site, which will, at a minimum, include rough grading ("Limited **Public Open Space Site Preparation**"), prior to the City Public Open Space Improvements. City reimbursement to Owner for the Limited

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Public Open Space Site Preparation, which could also include stormwater swale construction and certain other infrastructure improvements, is addressed in the Public Open Space Donation Agreement.

G. Owner will construct storage and drainage improvements for the required volume of potential flood waters from the Whittier Flood Control Basin ("**Storage Basin Improvements**"). The Storage Basin Improvements will be located on the Public Open Space Site and the Industrial Building Site. The Storage Basin Improvements include but are not limited to (i) installation of a new storage basin approximately three (3) to ten (10) feet below the existing grade of Santa Anita Avenue and (ii) installation of a new gravity storm drain connection for the new storage basin, which will connect to an existing County Flood Control District pipeline along the northern Property line. The Industrial Building Improvements and City Public Open Space Improvements will be designed to accommodate the Storage Basin Improvements.

H. The Limited Public Open Space Site Preparation, Industrial Building Improvements, Digital Billboard and Storage Basin Improvements are collectively referred to herein as the "**Owner's Project**." The City Public Open Space Improvements on the Public Open Space Site and related off-site improvements and associated costs are referred to herein as the "**City Public Open Space Project**." The Owner's Project and the City Public Open Space Project are collectively referred to herein as the "**Combined Project**."

I. The United States Army Corps of Engineers ("**USACE**") has an easement across the Property to "overflow, flood and submerge" all or a portion of the Property in connection with the Whittier Flood Control Basin project ("**USACE Easement**") pursuant to the covenants and conditions provided in an order and judgement entered on September 8, 1955 in an action by the United States of America in Case No. 9103, recorded October 9, 1958 in Book M131, Page 58, Official Records ("**Order**"). The Order requires written consent from the USACE for "the type and location of any structure and/or appurtenance thereto" in the USACE Easement.

J. Approval of the Combined Project by USACE is required pursuant to the USACE Section 408 Program, which is codified at United States Code Title 33 Section 40 ("**Section 408 Program**"). The purpose of the Section 408 Program is to verify that changes to an authorized USACE Civil Works project will not be injurious to the public interest and will not impair the usefulness of the applicable USACE project.

K. The Section 408 Permit application for the Combined Project was submitted to USACE on _____, 2025 and is expected to be issued by USACE in the summer of 2026 (together with any subsequent amendments thereto, the "**Section 408 Permit Approval**") and will include various conditions of approval. Accordingly, the Parties acknowledge that both the Industrial Building Improvements and City Public Open Space Improvements will be subject to the Section 408 Permit Approval.

L. A Final Environmental Impact Report was prepared for the Combined Project (State Clearinghouse No. 2024070062) in accordance with the requirements of the California Environmental Act (California Public Resources Code Section 21000 *et seq.*) ("**CEQA**") and the CEQA Guidelines (California Code of Regulations Title 14, Section 15000 *et seq*.), which includes a required Mitigation Monitoring and Reporting Program ("**MMRP**") (collectively, the "**FEIR**").

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M. Owner's Project necessitates the following City approvals: (i) General Plan Land Use Map amendments (No. 23-03); (ii) Zoning Map amendments (No. 23-01); (iii) Conditional Use Permit (No. 23-07);; (iv) certification of the FEIR; and (v) adoption of a statement of overriding considerations for the significant and unavoidable greenhouse gas emissions impact identified in the FEIR (collectively, "**Required City Project Approvals for Owner's Project**"). Owner also proposes to subdivide the Property into two separate parcels, one for the Public Open Space Site and one for the Industrial Building Site (Subdivision No. 23-10; Tentative Parcel Map No. XXXX) ("**Subdivision**"). No Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2) and City Municipal Code Section 16.08.010(H). Even so, the Subdivision has been deemed desirable by the Parties.

N. On February 24, 2026, the City Planning Commission held a duly noticed public hearing on the Required City Project Approvals for Owner's Project and adopted Resolution No. 26-03, and 26-04, conditionally approving the Subdivision (No. 23-01) and Conditional Use Permit (No. 23-07) for Owner's Project, respectively ("**Planning Commission Project Approvals**"). The City Planning Commission also adopted Resolution No. 26-02 recommending that the City Council approve the other Required City Project Approvals for Owner's Project.

O. On _____, 2026, the City Planning Commission held a duly noticed public hearing on this Agreement and adopted Resolution No. 26-XX recommending that the City Council approve this Agreement.

P. On _____, 2026, the City Council held a duly noticed public hearing on the Required City Project Approvals for Owner's Project and adopted City Council Motion No. _____ approving the remaining Required City Project Approvals for Owner's Project ("**City Council Project Approvals**").

Q. On _____, 2026, the City Council held a duly noticed public hearing on this Agreement and introduced Ordinance No. _____ approving this Agreement.

R. On _____, 2026, the City Council held a duly noticed public hearing on this Agreement and adopted Ordinance No. _____ approving this Agreement, and that Ordinance will become effective thirty (30) calendar days thereafter on _____, 2026 ("**Effective Date**"). The City Council has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

S. The City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, *et seq*. ("**Development Agreement Law**") of the California Government Code ("**Government Code**").

T. By electing to enter into this Agreement, the City shall bind current and future City Councils by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of the City.

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U. The terms and conditions of this Agreement have undergone extensive review by the City, including but not limited to the City Council, and have been found to be fair, just, and reasonable.

V. The best interests of the citizens of the City and the public health, safety and welfare will be served by entering into this Agreement.

W. All of the procedures of CEQA have been met with respect to the Owner's Project and this Agreement. The Parties acknowledge that the City Public Open Space Project was conceptually analyzed in the FEIR based on conservative assumptions; however, additional environmental review under CEQA could be required depending on the final scope of the City Public Open Space Project.

X. This Agreement and Owner's Project are consistent with the City General Plan and City Municipal Code, as modified by the City Council Project Approvals for Owner's Project.

Y. All actions taken, and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

Z. This Agreement will confer substantial private benefits on Owner by granting vested rights to construct Owner's Project on the Property in accordance with the provisions of this Agreement.

AA. The Owner's Public Open Space Donation and related City Public Open Space Project will provide community benefits to the City, in part because of the size of the Public Open Space Site and its proximity to existing public parks and recreational facilities ("**Public Open Space Benefits**"). Owner's Project will provide additional community benefits to the City, in part because of newly created (i) employment opportunities during construction and occupancy of the Industrial Building Improvements, (ii) property and sales and use tax revenues that the City will receive as part of the Industrial Building Improvements, and (iii) the City Revenue Share (as defined in Section 5.2 below) for the Digital Billboard ("**Additional Community Benefits**"). The Public Open Space Benefits and Additional Community Benefits are hereinafter referred to collectively as the "**Public Benefits**." The City has determined that development of Owner's Project on the Property in accordance with this Agreement and Owner's provision of Public Benefits will provide substantial benefits to the City and will further important policies and goals of the City.

BB. This Agreement will eliminate uncertainty in planning and provide for the orderly development of Owner's Project on the Property and generally serve the purposes for which a Development Agreement under the Development Agreement Law is intended.

CC. Owner wishes to avoid certain development risks and uncertainties that would, in the absence of this Agreement, deter and discourage Owner from making a commitment to implement Owner's Project and provide the Public Benefits. The following assurances are of vital concern to Owner to offset or remove the disincentives and uncertainties:

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a. Assurance to Owner that, in return for Owner's commitment to Owner's Project and related Public Benefits, the City will in turn remain committed to the development of Owner's Project in accordance with the terms of this Agreement.

b. Assurances to Owner that it will be allowed to develop the types and intensities of uses proposed as part of Owner's Project on the Property.

DD. The Parties agree that the consideration to be received by City pursuant to this Agreement, including but not limited to the Public Benefits and Storage Basin Improvements on the Public Open Space Site, and the rights secured to Owner hereunder constitute sufficient consideration to support the mutual and respective covenants and agreements of the Parties. By entering into this Agreement, the City desires to vest in Owner certain rights and approvals as specified in this Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Law and in consideration of the above Recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows unless otherwise defined herein.

"**Development**" or "**Develop**" means the improvement of the Property for the purposes of completing Owner's Project including, but not limited to grading and construction of the Storage Basin Improvements.

"**Mortgage**" means any mortgage, deed of trust, sale and leaseback arrangement (in which the Property, or a portion thereof or an interest therein, is sold by Owner and leased back concurrently therewith, which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein is pledged as security contracted in good faith and for fair value.

"**Mortgagee**" means the holder or beneficiary of any Mortgage covering all or part of the Property or any successor and assignee of any such Mortgage holder or beneficiary.

"**Subsequent Approvals**" means those certain other land use approvals, entitlements, and permits by the City other than the Planning Commission Project Approvals and City Council Project Approvals (together, "**City Project Approvals**") for Owner's Project which are necessary or desirable for Owner's Project. The Subsequent Approvals may include, without limitation, the following: amendments to the City Project Approvals for Owner's Project, grading permits, building permits, sign permits, encroachment permits, sewer and water connection permits, certificates of occupancy, and any amendments to any of the foregoing.

DRAFT FOR DISCUSSION PURPOSES ONLY

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

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map Showing Property and Its Location
Exhibit "C"	Site Plan Showing Industrial Building Site and Public Open Space Site
Exhibit "D"	Form of Public Open Space Donation Agreement
Exhibit "E"	Depiction of Industrial Building Improvements on Industrial Building Site

2. PROVISION OF PUBLIC OPEN SPACE AND OTHER PUBLIC BENEFITS

2.1 The Parties intend to provide consideration to the public to balance the private benefits conferred on Owner under this Agreement by requiring that Owner install the Storage Basin Improvements on the Public Open Space Site and provide the Public Open Space Donation to the City, as set forth in this Agreement, the Section 408 Permit Approval, and the Public Open Space Donation Agreement.

2.2 Owner shall be responsible for designing and constructing the Storage Basin Improvements on the Public Open Space Site pursuant to the Section 408 Permit Approval prior to construction of the City Public Open Space Project. City reimbursement to Owner for City's portion of the cost of the Storage Basin Improvements is addressed in the Public Open Space Donation Agreement.

2.3 As further provided in the Public Open Space Donation Agreement, the City shall be responsible, at its sole cost and expense, for the City Public Open Space Project, including but not limited to the design, construction, operation, maintenance and repair of City Public Open Space Improvements.

2.4 The City Council hereby determines, pursuant to Government Code Section 65402, that the City's acquisition of fee title to the Public Open Space Site pursuant to the Public Open Space Donation Agreement will be consistent with the City's General Plan.

2.5 The City Manager is authorized to execute the Public Open Space Donation Agreement in substantially the same form as **Exhibit "D"**, as determined by the City Attorney.

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3. GENERAL PROVISIONS

3.1 Recitals. All of the foregoing Recitals are deemed to be true and are incorporated herein as a part of this Agreement.

3.2 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

3.3 Ownership of Property. Owner represents and covenants that, as of the Effective Date, it is the owner of a legal or equitable interest in the Property.

3.4 Term. The term of this Agreement ("**Term**") shall commence upon the Effective Date and shall continue for a period of ten (10) years ("**Expiration**") unless earlier terminated pursuant to Section 3.7, below.

3.5 Transfer.

3.5.1 Right to Transfer. Owner shall have the right to sell, assign, lease, sublease, or otherwise transfer legal or equitable interest in the Industrial Building Site ("**Transfer**") in whole or in part, provided that no partial Transfer shall violate the Subdivision Map Act, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such Transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No Transfer of any right or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Industrial Building Site.

(b) Concurrent with any such Transfer, or within thirty (30) calendar days thereafter, Owner shall notify the City, in writing, of such Transfer and shall provide the City with an executed agreement by the transferee providing therein that the transferee expressly and unconditionally assumes the applicable duties and obligations of Owner under this Agreement.

(c) Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 3.5.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

3.5.2 Release of Transferring Owner.

(a) Notwithstanding any Transfer, a transferring Owner shall continue to be obligated under this Agreement until the full satisfaction by such transferring Owner of the following conditions and upon such satisfaction shall be released from the obligations under this Agreement: (i) Owner no longer has a legal or equitable interest in all or any part of the Industrial Building Site; (ii) Owner is not then in Default (as defined in Section 7.1 below) under this Agreement; and (iii) Owner has provided the City with the notice and executed agreement required under Section 3.5.1(b) above.

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(b) If requested by the transferring Owner, the City shall promptly memorialize such release in writing upon satisfaction of the foregoing conditions. A Default (as defined in Section 7.1 below) under this Agreement by Owner shall not be considered or acted upon by the City as a Default by the transferee and shall not affect the transferee's rights or obligations hereunder. Likewise, a Default by a transferee relating to the transferred property shall not be considered or acted upon by the City as a Default by Owner and shall not affect Owner's rights and obligations hereunder.

3.5.3 Subsequent Transfer. Any subsequent Transfer after an initial Transfer shall be made only in accordance with and subject to the terms and conditions of this Section 3.5.

3.6 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868 or 65865.1. This provision shall not limit any remedy of the City or Owner as provided by this Agreement. In the case of amendments affecting portions of the Industrial Building Site, only the consent of the owner of such portion of the Industrial Building Site shall be required so long as the amendment does not diminish the rights appurtenant to or increase the burdens upon any other portion of the Industrial Building Site.

3.7 Termination.

3.7.1 This Agreement shall be deemed terminated and of no further effect ("**Termination**") upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 3.4 above.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the Ordinance approving this Agreement, provided the time for filing any return to writ has also expired.

(c) The final adoption of a referendum measure overriding or repealing the Ordinance approving this Agreement, including the entry of a final judgment in any legal challenge to such referendum or the expiration of the limitations period for filing such challenge.

(d) The termination by the City or Owner as permitted pursuant to Section 7.4 below.

(e) Owner's election to terminate this Agreement. If Owner elects not to Develop Owner's Project on the Property in accordance with the City Project Approvals, Owner shall provide notice of said election to the City. Following receipt of Owner's notice of election to terminate this Agreement in whole or in part, Owner and the City shall execute an appropriate instrument in recordable form evidencing such termination.

3.7.2 Upon Termination, no Party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such Termination or with respect to any Default (as defined in Section 7.1 below) in the performance of the

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provisions of this Agreement which has occurred prior to such Termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

3.8 Notices.

3.8.1 As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder: (i) when hand delivered to the other Party; (ii) five (5) business days after such notice has been sent by United States mail via certified mail, return receipt requested, postage prepaid, and addressed to the other Party as set forth below; or (iii) two (2) business days after such notice has been deposited with a national overnight delivery service (Federal Express, United Parcel Service, U.S. Postal Service or such other delivery service as is approved in writing by the Parties), fees prepaid, addressed to the Party to whom notice is being sent as set forth with next Business-Day delivery guaranteed.

3.8.2 Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

If to the City:

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

with copies to:

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

and to:

City Community Development Director
1415 Santa Anita Avenue
South El Monte, CA 91733

and to:

City Attorney
Olivarez Madruga Law Organization LLP
500 S. Grand Avenue
12th floor
Los Angeles, CA 90071

If to Owner:

Magellan Value Partners, Managing Director
10877 Wilshire Boulevard

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Suite 1407
Los Angeles, CA 90024

with copies to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center
12th Floor
San Francisco, CA 94111

and to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
865 South Figueroa Street
Suite 2800
Los Angeles, CA 90017

3.8.3 Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

4. DEVELOPMENT OF THE PROPERTY

4.1 Vested Right to Develop. Subject to the terms of this Agreement, Owner shall have a vested right to Develop Owner's Project on the Property during the Term of this Agreement in accordance with the City Project Approvals. The City covenants that it will not initiate, so long as this Agreement remains in effect, any amendment to the General Plan or the zoning for the Property as established by the City Council Project Approvals in a manner that Owner reasonably deems contrary to its interest in, or use of, the Property.

4.2 Life of City Project Approvals. The term of the City Project Approvals shall automatically be extended for the longer of the Term of this Agreement (including any extensions) or the term otherwise applicable to such City Project Approvals.

4.3 Effect of Agreement on Land Use Regulations. In accordance with the terms of Government Code Section 65866, except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the City Project Approvals and any amendments thereto. The City Project Approvals shall continue to apply to Owner's Project and to the reconstruction of any Owner's Project improvements damaged or destroyed from any cause. Except as otherwise provided in this Agreement, no amendment, revision of, or addition to the City Project Approvals that would affect Owner's Project or increase the obligations or decrease the rights of Owner hereunder or under the City Project Approvals shall be made without Owner's consent, whether adopted or approved by the City Council or any office, board commission or other agency of the City.

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4.4 Timing of Development. The Parties acknowledge that Owner cannot at this time predict when or the rate at which the Property will be Developed for Owner's Project. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 that the failure of the Parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to Develop the Property for Owner's Project in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

4.5 Processing Applications for Subsequent Approvals. By approving the City Project Approvals and this Agreement, the City has found and made a final policy decision that Owner's Project is in the best interests of the public health, safety and general welfare. Accordingly, the City shall not use its discretionary authority in considering any application for Subsequent Approvals to change the policy decisions reflected by the City Project Approvals and this Agreement, or otherwise to prevent or delay development of Owner's Project as set forth in the City Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions and shall be issued by the City so long as they comply with this Agreement and are in substantial conformance with the City Project Approvals.

4.6 Owner's Project Modifications. Minor modifications to the City Project Approvals may be approved by the City Community Development Director or their designee. Unless otherwise required by law, as determined in the City's reasonable discretion, a change to the City Project Approvals shall be deemed "minor" and may be approved by the City Community Development Director or their designee provided such change does not: (i) increase the square footage of the building(s) on the Industrial Building Site in excess of ten (10) percent of the gross floor area (as defined in City Municipal Code Section 17.02.020) approved by the City pursuant to the City Project Approvals; (ii) increase the height of the building(s) on the Industrial Building Site in excess of ten (10) percent of the maximum building height (as defined in City Municipal Code Section 17.02.020) approved by the City pursuant to the City Project Approvals; or (iii) constitute a project requiring a subsequent or supplemental environmental impact report pursuant to CEQA Section 21166.

5. DIGITAL BILLBOARD; FEES PAYABLE TO CITY

5.1 Ownership. Owner shall retain ownership of the Digital Billboard notwithstanding the fact that the Digital Billboard will be located on the Public Open Space Site.

5.2 Development Fee. Owner shall pay to the City a one-time fee for the Digital Billboard, which shall be thirty thousand dollars ($30,000) ("**Development Fee**"). The Development Fee shall be payable upon issuance of all required City permits for the construction and operation of the Digital Billboard.

5.3 Annual Fee. For each calendar year or portion thereof that the Digital Billboard, if any, is in operation for paid advertising purposes, Owner shall pay to the City an annual fee for a

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period of thirty (30) years, which shall be calculated per digital face of the Digital Billboard ("**Annual Fee**"). The Annual Fee for the first five (5) years shall be fifty thousand dollars ($50,000) per digital face. The Annual Fee shall be increased every five (5) years (each, an "**Adjustment Period**") in proportion to the adjustment over the same time to the U.S. all items Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area, based upon the most recent month of publicly available CPI data available as of January 31 of the year of such increase; (each, a "**CPI Increase**"). Notwithstanding the foregoing, if any one or more of the digital faces of the Digital Billboard is/are permanently reduced, removed (other than removal for repair or replacement) or destroyed (in its entirety), the Annual Fee shall be prorated from the date the digital face(s) is/are permanently removed.

5.4 Revenue Sharing. For each calendar year or portion thereof that the Digital Billboard, if any, is in operation for paid advertising purposes, Owner shall pay to the City a portion of the annual profit generated by the Digital Billboard, which shall be an amount equal to six percent (6%) of the net profit advertising revenue made from Digital Billboard during the preceding calendar year ("**City Revenue Share**").

5.5 Maintenance and Operation. Owner shall at its sole cost and expense pay for all maintenance and operation costs associated with operating the Digital Billboard. Should the Site and/or Digital Billboard not be maintained in accordance with all City laws, codes and ordinances, City shall provide Owner with thirty (30) day notice to comply with such laws, codes and ordinances before Owner shall be required to remove the Digital Billboard at its sole cost and expense. Owner will maintain and operate the Digital Billboard in such working condition so that it runs 24-hours per day, except for periods of commercially reasonable routine maintenance.

5.6 City's Use of Billboard. During the entire Term of this Agreement, Owner shall permit the City to place public service announcements images or advertisements for City or City Business purposes including advertising or promoting City related non-profit activities pro bono and In-City businesses and related business activities and events in the current rotation of display images on either side of the Digital Billboard spread out evenly during a 24 hour day at no cost to the City; provided that in no event shall the City receive less than three percent (3%) of the total advertising flips (each flip being 8 seconds of time) per day. On a best-effort basis, Owner will provide City with additional Digital Billboard usage for vacant time whereby City will have first usage opportunities for vacant time.

5.7 Public Safety Announcements. The Digital Billboard shall be connected into and utilized in connection with the Amber Alert communications network established by the U.S. Department of Justice. Owner shall further cooperate with the City, Caltrans, the Federal Emergency Management Agency or any other federal or state emergency management or public safety authority to display public health and safety emergency alerts in the event of natural disasters or other emergency events at no cost to the City or other applicable agency or authority.

5.8 Discount Advertising. Owner shall offer a fifteen percent (15%) discount off its applicable rates for display of advertising on the Digital Billboard to any current, active City of South El Monte In-City Business (brick and mortar) holding a City-issued business license located in the City of South El Monte.

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5.9 City Signage. Owner shall install and maintain on both sides of the Digital Billboard above the display panel a sign reading "City of South El Monte" or "South El Monte" and the City logo (the "**City Signage**"). The design of City Signage shall be approved by the City. City and Owner will determine the size and placement of the City Signage by mutual agreement. City Signage shall be illuminated to the satisfaction of City, and as mutually agreed, and will be illuminated from dawn until dusk.

5.10 Restricted Use. Owner shall not utilize any of the displays on the Digital Billboard to advertise for non-commercial purposes, excluding those described in Section 5.5 and 5.6. Additionally, Owner shall not advertise for any commercial or non-commercial purposes involving tobacco including e-cigarettes and vaping, marijuana, hashish, "strip clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images, or use sexually oriented language, unless approved by City in its sole discretion. Further, Owner shall not utilize any of the displays on the Digital Billboard to advertise or communicate any matter that may be prohibited by State or Federal law, political campaign finance law, and any City ordinance existing as of the Effective Date of this Agreement, or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays by any duly and valid City ordinance. The Digital Billboard shall at all times be constructed and operated in a manner consistent with the Outdoor Advertising Act of the State of California (Business & Professions Code sections 5200 *et seq*.) and other applicable State and Federal laws and regulations.

5.11 Insurance. On or prior to the Effective Date and until completion of the Term, Owner shall, at its sole cost and expense, keep or cause to be kept in force for Owner general liability insurance against claims and liabilities for bodily injury, death or property arising out of or in connection with Owner's activities on the Site under this Agreement and for claims and liabilities. Such insurance shall name the City as an additional insured and shall have the following limits: (i) at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, (ii) at least Four Million Dollars ($4,000,000) for any one accident or occurrence, and (iii) at least One Million Dollars ($1,000,000) for property damage. Within seven (7) days after written request from the City, Owner shall also furnish or cause to be furnished to the City evidence that any contractors with whom Owner has contracted for the performance of any work for which Owner is responsible maintains the same coverage required of Owner.

5.12 Further Agreements. Following the thirty (30) year Annual Fee and Revenue Share term generally described in this Agreement, Owner and City will negotiate further Digital Billboard agreement(s) ("Further Agreements") that provide for City Annual Fee or Revenue Share, in perpetuity, and for a time equal to the operational life of the Digital Billboard. Commercial terms for the Further Agreements will be based on the customary market terms for similar Digital Billboards then in effect and negotiated and agreed by the parties at that time.

5.13

5.14 Revenue Sharing. For each calendar year or portion thereof that the Digital Billboard, if any, is in operation for paid advertising purposes, Owner shall pay to the City a portion of the annual revenue generated by the Digital Billboard, which shall be an amount equal to six percent (6%) of the gross advertising revenue made from Digital Billboard during the preceding calendar year ("**City Revenue Share**").

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5.15 Revenue Reporting. Within ninety (90) calendar days following the end of each calendar year, Owner shall furnish to the City a statement in writing, certified by Owner to be correct, showing the total gross advertising revenues made from the Digital Billboard, if any, during the preceding calendar year. Owner's gross advertising revenue specifically excludes advertising agency fees paid to the advertiser's advertising agency and/or brokerage fees paid to the sales brokers other than Owner. Furthermore, the gross advertising revenue is based solely on the basic advertising size, as recorded on the City sign permit, and does not include free form cutouts, solid extensions, back-lit displays, 3D presentations, tri-vision, stretch faces, additional artwork reproductions or any other special treatment or appurtenances as required by the advertiser.

Term of City Revenue Share. Owner's City Revenue Share obligation shall continue in full force and effect for the Term of this Agreement unless (i) this Agreement is earlier terminated pursuant to Section 3.7 above or (ii) the Digital Billboard is permanently removed (other than removal for repair or replacement).

5.16 Nonliability of Individuals. No officer, official, member, employee, agent, or representatives of Owner shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

5.17 Regulation by Other Public Agencies; Compliance. The Parties acknowledge that other public agencies not subject to control by the City possess authority to regulate aspects of the Digital Billboard, and this Agreement does not limit the authority of such other public agencies. The Parties acknowledge and represent that Owner shall at all times comply with all applicable federal and state laws and regulations applicable to the Digital Billboard. Owner shall comply with state law regarding the limitation of light or glare, or such other standards as adopted by the Outdoor Advertising Association of America, Inc., including but not limited to, the 0.3 foot-candles limitation over ambient light levels. Owner shall, at all times, comply with the approval for the Digital Billboard from the California Department of Transportation Outdoor Advertising Division. Owner agrees not to commence construction of the Digital Billboard until it receives the applicable Caltrans approvals for the Digital Billboard.

5.18 City Sign Regulations. The Parties acknowledge that the City's Advertising Signs regulations, which are codified in City Municipal Code Chapter 17.15, prohibit signs on public property. The Parties acknowledge that the Digital Billboard will be located on the northern portion of the Property, which, as of the Effective Date of this Agreement, is owned in its entirety by Owner. The City agrees that the Public Open Space Donation contemplated by this Agreement shall not result in any future prohibition of the Digital Billboard on the Public Open Space Site or any legal nonconforming status determination by the City. The City further agrees (i) that a conditional use permit is not required for an off-site advertising sign in the City's Commercial or Manufacturing zoning districts, including the Property and (ii) the requirements set forth in City Municipal Code Section 17.15.090 (regulation of off-site signs) shall not apply to the Digital Billboard.

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5.19 City Cooperation. City agrees to all building and electrical permits needed for Owner to acquire the Caltrans approvals for the Digital Billboard. City shall not obstruct the view of any portion of the digital faces of the Digital Billboard from the public right-of-way.

5.20 City Easement. City agrees to grant an easement to Owner for Owner's access, operation, and maintenance of the Digital Billboard, as set forth in the Public Open Space Donation Agreement.

5.21 _Survival. The terms of this Section 5 shall survive the termination of this Agreement.

6. PERIODIC REVIEW; NOTICE OF COMPLIANCE

6.1 Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the Effective Date, the City shall review the extent of good-faith compliance by Owner with the terms of this Agreement ("**Periodic Review**"). This Periodic Review shall be conducted by the City Community Development Director or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1.

6.2 Notice. At least ten (10) business days prior to each Periodic Review, Owner shall be permitted an opportunity to respond to the City's evaluation of Owner's good-faith compliance, at Owner's election. Such response shall be made to the City Community Development Director.

6.3 Good Faith Compliance. During each Periodic Review, the City Community Development Director shall review Owner's good-faith compliance with the terms of this Agreement. At the conclusion of each Periodic Review, the City Community Development Director shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Owner has complied in good faith with the terms and conditions of this Agreement. The decision of the City Community Development Director shall be appealable by Owner to the City Council. If the City Community Development Director finds and determines that Owner has not complied with such terms and conditions, the City Community Development Director may recommend to the City Council that it terminate or modify this Agreement by giving written notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. The costs incurred by the City in connection with the Periodic Review process described herein shall be shared equally by Owner and the City.

6.4 Failure to Properly Conduct Periodic Review. If the City fails, during any calendar year, to either (i) conduct the Periodic Review or (ii) notify Owner in writing of the City's findings and determinations, pursuant to a Periodic Review, as to Owner's good-faith compliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the term of this Agreement, such failure shall be conclusively deemed a finding and determination by the City of Owner's compliance with the terms of this Agreement ("**Deemed Compliance**"). In no event shall any Deemed Compliance be considered a waiver of any unknown Default (as defined in Section 7.1 below) of Owner by the City.

6.5 Written Notice of Compliance. The City shall, upon request by Owner, issue a certificate of Agreement compliance to Owner within ten (10) business days after receipt of written

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notice from Owner stating that upon the information known or made known to the City (i) this Agreement remains in effect and (ii) Owner is not in Default (as defined in Section 7.1 below) ("**Certificate of Agreement Compliance**"). Owner shall have the right, in Owner's sole discretion, to record such Certificate of Agreement Compliance. Any such Certificate of Agreement Compliance may be relied upon by any prospective purchaser or Mortgagee of all or any portion of the Property.

7. DEFAULT; DISPUTE RESOLUTION; REMEDIES; POTENTIAL TERMINATION

7.1 Default and Default Cure Period. Any failure by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement ("**Default**"), provided that the Party alleging the Default shall give the other Party advance written notice of the Default and thirty (30) calendar days to cure such Default, or, if the nature of the Default is such that it cannot be cured within thirty (30) calendar days, the Party receiving notice shall not be in Default if the Party commences performance of its obligations within the thirty (30) calendar day period and diligently completes that performance ("**Cure Period**"). The written notice of Default shall specify in detail the nature of the alleged failure, and where appropriate, the manner in which said failure might be cured. For the avoidance of any doubt, any Default cured during the Cure Period shall not be deemed a Default under this Agreement.

7.2 Dispute Resolution. With regard to any dispute involving this Agreement or Development of Owner's Project, including but not limited to a Default that has not been cured during the Cure Period ("**Dispute**"), the Parties shall meet to attempt in good faith to resolve any such Dispute. Nothing in this Section 7.2 shall in any way be interpreted as requiring that Owner and the City and/or the City's designee reach an agreement with regard to the Dispute, nor shall the outcome of these meetings be binding in any way on the City or Owner unless expressly agreed to by the parties to such meetings. If any Dispute is not resolved within sixty (60) calendar days after the parties first meet, or such longer period as the parties mutually agree, then each Party may pursue all legal and equitable remedies available to it pursuant to Section 7.3 below.

7.3 Remedies. The Parties acknowledge that the City and Owner would not have entered into this Agreement if the City or Owner would be liable in damages under, or with respect to, this Agreement or the application thereof. The City and Owner shall not be liable in damages to one another, or to any assignee, transferee or any other person, and both the City and Owner covenant not to sue for or claim damages under this Agreement. Each Party shall have the right to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a Default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties. Notwithstanding the foregoing, this Section 7.3 shall not apply to any dispute related to the Public Open Space Donation Agreement, Section 408 Permit Approval or City Revenue Share.

7.4 Termination of Agreement.

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7.4.1 Subject to the Default cure process described in Section 7.1 above and the Dispute resolution process described in Section 7.2 above, the City may terminate this Agreement due to a Default of Owner. If the City elects to consider terminating this Agreement due to a Default of Owner, then the City shall provide written notice of intent to terminate this Agreement to Owner and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing, which hearing shall be scheduled at least thirty (30) calendar days after written notice is provided to Owner. Owner shall have the right to offer written and oral evidence prior to or at the time of said public hearing.

7.4.2 Subject to the Default cure process described in Section 7.1 above and the Dispute resolution process described in Section 7.2 above, Owner may terminate this Agreement due to a Default of the City.

7.5 Attorneys' Fees. Should any legal action be brought by either Party against the other for a Default under this Agreement or to enforce or interpret any provision hereof, the Party prevailing in such action shall be entitled to recover against the non-prevailing Party its reasonable attorneys' fees and costs incurred in such action.

8. POTENTIAL THIRD-PARTY LITIGATION

8.1 Cooperation. If any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenges the validity of any provision of this Agreement, any of the City Project Approvals, or Subsequent Approvals, the Parties shall cooperate in defending such challenge. If, as a result of such challenge, all or any portion of this Agreement, any of the City Project Approvals, and/or Subsequent Approvals are set aside or otherwise made ineffective by any judgement in such action or proceeding based on procedural, substantive, or other deficiency (collectively, "**Deficiencies**"), the Parties agree to use their respective best efforts to amend, as applicable, and sustain and reenact or readopt, as applicable, this Agreement, the City Project Approvals, and/or Subsequent Approvals to cure the Deficiencies.

8.2 Hold Harmless. To the maximum extent permitted by law, Owner shall hold the City and its elected and appointed officers, agents, employees, and representatives harmless from claims, costs, and liabilities for any personal injury, death, or property damage which is a result of the construction of Owner's Project, or of operations performed under this Agreement by Owner or Owner's contractors, subcontractors, agents or employees, whether such operations were performed by Owner or any of Owner's contractors, subcontractors, agents or employees (collectively, "**Claims**"). Nothing in this section shall be construed to mean that Owner shall hold the City harmless from any Claims arising from, or alleged to arise from, any act, failure to act, on the part of the City, its elected and appointed representatives, offices, agents, employees and representatives. Furthermore, nothing in this section shall be construed to mean that Owner shall hold the City harmless from any Claims arising from, or alleged to arise from, the City Public Open Space Project, the Public Open Space Donation Agreement, the Section 408 Permit Approval, or City Revenue Shar.

8.3 Notice of Legal Action. With respect to any Claims falling within Owner's hold harmless obligations under Section 8.2 above:

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8.3.1 The City shall promptly notify Owner of any such Claims, including any action or proceeding with respect thereto, and the City shall cooperate in the defense thereof, save and except claims for damages arising through the sole active negligence or sole willful misconduct of the City or from breach of this Agreement by the City, and if the City fails to promptly notify Owner of any such claim, action or proceeding, or if the City fails to cooperate in the defense, Owner shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

8.3.2 In the event of any action or proceeding challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such action or proceeding, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Owner may elect to continue Development of Owner's Project on the Property under this Agreement pending completion of the action or proceeding but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

8.4 This Section 8 shall survive the Expiration or earlier Termination of this Agreement.

9. MORTGAGEE PROTECTIONS

9.1 Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement is recorded, including a Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, or diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including any Mortgagee, who acquires title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.

9.2 Mortgagee Obligations. The City, upon receipt of a written request from a foreclosed Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Owner under this Agreement, so long as all Defaults by Owner, if any, that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any of Owner's Defaults arising prior to acquisition of such Property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute for Owner to assume Owner's obligations, which substitute shall be subject to the provisions of Section 3.5 above.

9.3 Notice of Default to Mortgagee. If the City receives notice from Mortgagee requesting a copy of any written notice of Default given to Owner and specifying the address for service thereof, the City shall, within ten (10) business days, deliver to the Mortgagee, concurrently with service thereof to Owner, all notices given to Owner describing all claims by the City that Owner has committed a Default under this Agreement. Each Mortgagee shall have the right, but not the obligation, to cure a Default during the applicable Cure Period.

9.4 Notice of Certificate of Agreement Compliance. The City shall, upon request by Owner or any Mortgagee, issue a Certificate of Agreement Compliance to the Mortgagee within ten (10) business days after receipt of written notice.

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10. MISCELLANEOUS PROVISIONS

10.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the City Council within the period required by Government Code Section 65868.5.

10.2 Entire Agreement. This Agreement constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof, with the exception of the matters addressed in the Public Open Space Donation Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.4 Force Majeure. In the event that any Party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, riots, insurrection, terrorism, war, pandemic, or other reason of similar nature not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing.

10.5 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

10.6 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.7 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive; the term "including" shall mean "including but not limited to."

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

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10.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

10.12 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

10.13 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

10.14 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in Los Angeles County and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Development of Owner's Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. With the exception of the Public Open Space Donation Agreement and City Revenue Share, the only relationship between the City and Owner is that of a government entity regulating the development of private property and the owner of such property.

10.16 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

10.17 Legally Binding Contract. It is the intent of the City and Owner that this Agreement is a legally binding contract which shall prevail over the provisions of any subsequently enacted moratoria, statutes, ordinances, limitations, or other measures, whether or not enacted by the City, or under the authority of the City by voter initiative or referendum, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation, or other measure relates, in whole or in part, to the rate, timing of the Development of Owner's Project, building permits, occupancy certificates, or other entitlement to use the Property which are issued by the City,

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subject only to the rights and powers reserved to the City under the terms of this Agreement and the requirements of California law.

10.18 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Property, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468.

10.19 Authority to Execute. The person executing this Agreement on behalf of Owner warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind Owner to the performance of its obligations hereunder.

[Signatures appear on following pages.]

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

City:

CITY OF SOUTH EL MONTE

Dated: _____

By: _____
Mayor, City of South El Monte

ATTEST:

_____
City Clerk

By: _____
Deputy

(SEAL)

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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 _____)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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Owner:

MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company

By: Magellan Value Partners, Its Manager

By: _____

Rick Martinez, Its Managing Director

Date: _____

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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 _____)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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Development Agreement No.___

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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Development Agreement No.___

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

EXHIBIT "C"

SITE PLAN SHOWING INDUSTRIAL BUILDING SITE AND PUBLIC OPEN SPACE SITE

EXHIBIT "D"

FORM OF PUBLIC OPEN SPACE DONATION AGREEMENT

EXHIBIT "E"

DEPICTION OF INDUSTRIAL BUILDING IMPROVEMENTS ON INDUSTRIAL BUILDING SITE

CITY OF SOUTH EL MONTE

PUBLIC OPEN SPACE DONATION AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2026 ("**Effective Date**") by and between the CITY OF SOUTH EL MONTE, a California municipal corporation ("**City**") and MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company (hereinafter "**Donor**"). City and Donor are, collectively, the "**Parties**," and individually, a "**Party**".

2. RECITALS.

2.1 City. City is a general law city incorporated and existing under the laws of the State of California and located within the County of Los Angeles.

2.2 Donated Property. Donor is the fee title owner of that certain real property located within the jurisdictional boundaries of the City, which property is legally described in **Exhibit "A"** and shown on the map attached hereto as **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Donated Property**"). Reference herein to Donated Property shall include all of Donor's right, title and interest in and to any and all rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Donated Property.

2.3 Development Agreement. As explained in the Development Agreement by and between the Parties, which was approved by City Council Ordinance No. XXXX on _____, 2026 ("**Development Agreement**"), Owner will donate fee title interest in the Donated Property subject to execution of this Agreement. The Donated Property will thereafter be developed by the City with public park improvements ("**City Public Open Space Improvements**"), and thereafter managed and operated by the City pursuant to this Agreement.

2.4 Projects. Donor's project is referred to in the Development Agreement as "Owner's Project" and includes Limited Public Open Space Site Preparation, Industrial Building Improvements, a Digital Billboard, and Storage Basin Improvements (as those terms are defined in the Development Agreement) ("**Donor's Project**"). The City Public Open Space Improvements on the Donated Property are referred to in the Development Agreement as the "**City Public Open Space Project**." Donor's Project and the City Public Open Space Project are together referred to in the Development Agreement and herein as the "**Combined Project**."

2.5 Conditions of Approval. The City Project Approvals (as defined in the Development Agreement) include conditions of approval, including but not limited to the following: (i) "Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits [and] if sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall

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be made at the sole cost to the property owner/developer;" (ii) "[Donor's] Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits [and] any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer;" and (iii) implementation of required mitigation measures pursuant to the Mitigation Monitoring and Reporting Program for the Combined Project ("**Conditions of Approval**"). The City acknowledges that certain of the Conditions of Approval could also be required for and/or would also benefit the City Public Open Space Project and agrees to reimburse Donor for its pro-rata share of any related costs expended by Donor, which shall be determined based on (i) the acreage of the Donated Property and Donor's Project site or (ii) anticipated usage as agreed upon by the Parties ("**City's Fair Share**"). These costs are referred to herein as the "**City Conditions of Approval Costs**".

2.6 USACE Easement. The United States Army Corps of Engineers ("**USACE**") has an easement across the Property to "overflow, flood and submerge" all or a portion of the Property in connection with the Whittier Flood Control Basin project ("**USACE Easement**") pursuant to the covenants and conditions provided in an order and judgement entered on September 8, 1955 in an action by the United States of America in Case No. 9103, recorded October 9, 1958 in Book M131, Page 58, Official Records ("**Order**"). The Order requires written consent from the USACE for "the type and location of any structure and/or appurtenance thereto" in the USACE Easement.

2.7 Storage Basin Improvements. Donor will construct storage and drainage improvements for the required volume of potential flood waters from the Whittier Flood Control Basin ("**Storage Basin Improvements**"). The Storage Basin Improvements will be located on the Donated Property and Donor's Project site. The Storage Basin Improvements include but are not limited to (i) installation of a new storage basin approximately three (3) to ten (10) feet below the existing grade of Santa Anita Avenue and (ii) installation of a new gravity storm drain connection for the new storage basin, which will connect to an existing County Flood Control District pipeline along the northern property line. Donor's Project and City Public Open Space Improvements will be designed to accommodate the Storage Basin Improvements.

2.8 Section 408 Permit. The required Section 408 Permit (as defined in the Development Agreement) for the Combined Project was issued by the United States Army Corps of Engineers ("**USACE**") on _____, 2026 (together with any subsequent amendments thereto, the "**Section 408 Permit Approval**") and includes various requirements for the design, construction and operation of the Combined Project, including but not limited to conditions of approval ("**Section 408 Permit Approval Requirements**"). The Section 408 Permit Approval is attached hereto as **Exhibit "C"**. The Parties hereby acknowledge that the Combined Project is subject to the Section 408 Permit Approval and Section 408 Permit Approval Requirements.

2.9 Reimbursement – Section 408 Permit. At City's direction, Donor expended approximately $278,000 in architectural and engineering costs on City's behalf for the design of the City Public Open Space Improvements for the Section 408 Permit Approval, as evidenced by receipts provided by Donor ("**Section 408 Permit Costs**"). City shall reimburse Donor for that

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amount, which reflects approximately ninety percent (90%) design development for the City Public Open Space Improvements.

2.10 Reimbursement – Section 408 Permit Approval Requirements. Various costs will be expended by Donor in connection with the Section 408 Permit Approval Requirements, including but not limited to the Storage Basin Improvements, rough grading, and certain infrastructure improvements ("**Section 408 Permit Improvement Costs**"). City agrees to reimburse Donor for City's Fair Share of the Section 408 Permit Improvement Costs expended by Donor.

2.11 Reimbursement – Additional Hard Costs. Various additional costs will be expended by Donor in connection with the City Public Open Space Improvements that will not otherwise be covered under the Section 408 Permit Improvement Costs. Those additional costs are expected to include, but are not limited to, construction of a stormwater swale on the Donated Property and installation of off-site utilities such as electric, water, and sewer, which will also serve the City Public Open Space Project ("**Additional Hard Costs**"). City agrees to reimburse Donor for City's Fair Share of the Additional Hard Costs expended by Donor.

2.12 Reimbursement – City Permits. If, at City's direction, Donor expends additional sums in architectural and engineering costs on City's behalf for the design of the City Public Open Space Improvements for the approval of required permits, City shall reimburse Donor for that additional amount, as evidenced by receipts provided by Donor ("**City Permit Costs**"). The current estimate for City Permit Costs, if any, is approximately $95,000, which reflects a total of one hundred percent (100%) design development for the City Public Open Space Improvements. The foregoing dollar amount is an approximate estimate and is subject to change.

2.13 CEQA Review. A Final Environmental Impact Report ("**FEIR**") was prepared for the Combined Project (State Clearinghouse No. 2024070062) in accordance with the requirements of the California Environmental Act (California Public Resources Code Section 21000 *et seq.*) ("**CEQA**") and the CEQA Guidelines (California Code of Regulations Title 14, Section 15000 *et seq*.), which includes a required Mitigation Monitoring and Reporting Program ("**MMRP**"). The Parties hereby acknowledge that the Combined Project is subject to the MMRP attached hereto as **Exhibit "D"**.

2.14 City Acknowledgements and Obligations. City hereby confirms, represents and warrants that: (a) City has a commitment to protect and maintain the Donated Property as public open space, which is currently proposed to be improved with a City public park including public athletic fields; (b) preserving the Donated Property as a public open space will provide a significant public benefit; (c) the donation of the Donated Property is for the recreational, scenic and other enjoyment of the general public; and (d) the donation of the Donated Property contemplated by this Agreement furthers the City's General Plan and other policies and goals related to open space and public parks.

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2.15 Donation Agreement. The Parties desire to enter into this Agreement to establish the terms and conditions for the donation of fee title interest in the Donated Property from Donor to the City.

3. TERMS.

3.1 City's Use of the Public Open Space.

3.1.1 The City shall only use the Donated Property as public open space.

3.1.2 The City Public Open Space Improvements shall be designed, constructed and maintained in compliance with the Section 408 Permit Approval, the FEIR (including the MMRP), and any applicable conditions of approval set forth in the City Project Approvals (as defined in the Development Agreement).

3.1.3 The City shall maintain the Detention Basin Improvements described in the Section 408 Permit Approval on the Donated Property in compliance with the Section 408 Permit Approval and any other USACE requirements. The City shall be solely responsible for the repair of any damage to the Detention Basin Improvements on the Donated Property.

3.2 Escrow.

3.2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Donor and City shall open an escrow ("**Escrow**") for the conveyance of the Donated Property with First American Title Insurance Company ("**Title Company**"), using an office and agent therewith as determined by Donor ("**Escrow Holder**"). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("**Opening of Escrow**"). Escrow Holder shall notify City and Donor, in writing, of the date Escrow is opened ("**Opening Date**").

3.2.2 Escrow Instructions. This Agreement constitutes the joint instructions of City and Donor to Escrow Holder for the conveyance of the Donated Property. City and Donor shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments which may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

3.2.3 Close of Escrow. The recordation of the deed conveying title to the Donated Property from Donor to City, in substantially the same form included in **Exhibit "E"** attached hereto ("**Grant Deed**"), and disbursement of funds and distribution of other documents by Escrow Holder as described herein, shall constitute "**Close of Escrow**" or "**Closing**," and the date thereof shall be the "**Closing Date**" as provided for herein. Close of Escrow shall occur thirty (30)

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calendar days following the date of the satisfaction of the condition set forth in Section 3.2.6 and Section 3.2.7 below. City and Donor may agree to change the Closing Date to a later date solely by joint written notice to Escrow Holder ("**Extended Closing Date**"). Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto.

3.2.4 Costs of Escrow. All costs of any Title Policy provided for in Section 3.3 below ("**Title Costs**") shall be paid by Donor; provided that such cost shall in no event exceed One Thousand Five Hundred Dollars ($1,500.00). All Escrow fees and normal closing costs attributable to the conveyance of the Donated Property ("**Escrow Fees and Closing Costs**") shall be paid by City (the Title Costs and Escrow Fees and Closing Costs may be collectively referred to herein as the "**Title and Escrow Costs**"). Donor shall be solely responsible for payment of any administrative expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens other than those created or consented to by City (collectively, "**Monetary Liens**") and encumbrances which are required to be removed by Donor prior to Closing as set forth in Section 3.3 below, as well as any payment of real property taxes, as described in Section 3.2.5 below. Escrow Holder shall provide an estimated closing costs statement to City and Donor at least three (3) business days prior to the Closing Date, or Extended Closing Date, if any.

3.2.5 Property Taxes; Profits of Donated Property. Donor shall timely pay all real property taxes allocable to the Donated Property accruing prior to Close of Escrow. Because City is a public agency to which real property taxes do not apply, no proration of real property taxes will be made through Escrow. Donor shall have the discretion to pursue a refund of real property taxes previously paid by or on behalf of Donor with regard to the Donated Property, which may become refundable due to City's status as a public agency. City will cooperate reasonably with Donor's efforts to obtain any such refund, including providing information requested by Donor in writing. For avoidance of doubt, Donor is entitled to all rents, issues, and profits generated by, or paid or accrued in connection with, the Donated Property prior to the Closing, regardless of when received.

3.2.6 City's Conditions Precedent to Close of Escrow. Close of Escrow and City's obligation to accept title to the Donated Property are subject to the satisfaction of the following described conditions for City's benefit (or City's waiver thereof, it being agreed that City may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Payments and Documents. Donor shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

B. Obligations. Donor shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow, as provided in this Agreement.

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C. Title Policy. Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.3.2 below.

D. Representations and Warranties. All representations and warranties of the Donor hereunder shall be true as of the Effective Date and as of the Close of Escrow.

E. Property Taxes and Assessments. All property taxes attributable to the Donated Property shall have been paid by Donor before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

F. City Council Determination. The City Council shall have determined, pursuant to Government Code Section 65402, that the City's acquisition of fee title to the Donated Property pursuant to this Agreement is consistent with the City's General Plan. The City hereby acknowledges that the required City Council finding has been made in the Development Agreement.

G. Escrow Closing Costs Statement. The Parties shall have received, reviewed, and approved (such approval not to be unreasonably withheld, conditioned, or delayed) Escrow Holder's estimated closing costs statement.

H. Inspections. City shall have approved, in its sole and absolute discretion, that the Donated Property is suitable for its intended use following any desired examinations, inspections and investigations, all in accordance with, subject to, and as more particularly as provided for in Section 3.4 below.

3.2.7 Donor's Conditions Precedent to Close of Escrow. Close of Escrow and Donor's obligation to convey the Donated Property are subject to the satisfaction of the following conditions for Donor's benefit (or Donor's waiver thereof, it being agreed that Donor may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Material Progression of Donor's Project. Donor, and/or its affiliates and/or their respective successors and/or assigns, shall have obtained a vertical building permit (e.g., permit for a habitable structure) for Donor's Project.

B. City Immediate Reimbursement. City shall have remitted full payment to Donor for the Section 408 Permit Costs, any City Permit Costs, and City's Fair Share of the following costs, to the extent such costs have been expended by Donor prior to close of Escrow: Section 408 Permit Improvement Costs, City Conditions of Approval Costs, and Additional Hard Costs.

C. Section 408 Permit Approval Compliance. City shall provide written documentation evidencing that USACE has determined that the City Public Open Space Improvements have been designed in compliance with the Section 408 Permit Approval.

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D. Section 408 Permit Approval; Assignment and Assumption Agreement. If authorized by the USACE, the City shall enter into an assignment and assumption agreement with Donor for the satisfaction of all conditions of Section 408 Permit Approval that apply to the Donated Property and City Public Open Space Improvements, including but not limited to operation, maintenance, and repair requirements for Detention Basin Improvements on the Donated Property.

E. Easement for Access to Storage Basin Improvements. City shall grant an easement to Donor for Donor's access to the Donated Property for the maintenance and repair of the Storage Basin Improvements ("**Storage Basin Improvements Easement Agreement**") in the event that City fails to maintain or repair the Storage Basin Improvements as required by this Agreement and the Section 408 Permit Approval. The Storage Basin Improvements Easement Agreement shall be assignable by Donor, in its sole discretion, to any third party.

F. Easement for Digital Billboard. City shall grant an easement to Donor for Donor's access to the Donated Property for the installation, operation, maintenance and repair of Owner's Digital Billboard (as defined in the Development Agreement) to be installed on the Donated Property ("**Digital Billboard Easement Agreement**"). The Digital Billboard Easement Agreement shall also allow for the installation of electric and other mechanical equipment in the easement area for the operation of the Digital Billboard. The Digital Billboard Easement Agreement shall be assignable by Donor, in its sole discretion, to any third party. The City hereby acknowledges that Donor may, in its sole discretion, cause a third-party billboard operator to operate, maintain, and repair the Digital Billboard, and the Digital Billboard Easement Agreement shall expressly authorize that arrangement.

G. Reimbursement Agreement. City and Donor shall have executed a Reimbursement Agreement for payment of any outstanding City Permit Costs expended by Donor and City's Fair Share of any of the following outstanding costs: Section 408 Permit Improvement Costs, City Conditions of Approval Costs, and Additional Hard Costs. For the avoidance of doubt, the Reimbursement Agreement shall include payment of the City's Fair Share of costs related to site preparation for the City Public Open Space Improvements, including but not limited to rough grading, installation of utilities and/or utility connections, and installation of a stormwater swale on the Donated Property. If applicable, the Reimbursement Agreement shall also include payment of City's Fair Share of the development costs, including construction management costs, for the City Public Open Space Improvements in the event that City directs Donor to complete the City Public Open Space Improvements on City's behalf.

H. Financial Assurances. City shall provide Donor with sufficient financial assurances, at Donor's sole discretion, that the City has obtained or will obtain the funding needed to complete the City Public Open Space Improvements and fulfill the reimbursement requirements of the aforementioned Reimbursement Agreement.

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I. Documents. City shall have tendered into Escrow all documents required of it pursuant to this Agreement.

J. Close of Escrow Obligations. City shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow, as provided in this Agreement.

K. Escrow Closing Costs Statement. The Parties shall have received, reviewed, and approved (such approval not to be unreasonably withheld, conditioned, or delayed) Escrow Holder's estimated closing costs statement.

3.2.8 City's Documents. Not less than one (1) business day prior to Closing, City shall tender (as applicable) to Escrow Holder the following documents (in recordable form, as necessary):

A. Grant Deed and Certificate of Acceptance. The Grant Deed and Certificate of Acceptance (attached hereto as Exhibit "E") executed by the City. The Grant Deed shall include a provision that fully indemnifies Donor from any liability whatsoever related to the Donated Property upon execution of the Grant Deed.

B. Change of Ownership. Preliminary Change of Ownership form.

C. Easement Agreements. The Storm Basin Improvements Easement Agreement and the Digital Billboard Easement Agreement executed by the City.

D. Additional Documents. Such other documents required of City under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.2.9 Donor's Payments and Documents. Not less than one (1) business day prior to Closing, Donor shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Donor through Escrow) and documents (in recordable form, as necessary):

A. Property Taxes. Funds required to pay real property taxes, as described in Section 3.2.5 above.

B. Grant Deed. The Grant Deed (attached hereto as Exhibit "E"), executed by Donor.

C. Tax Certificates and Forms. FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

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D. Additional Documents and Funds. Such other documents and funds required of Donor under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.2.10 Escrow Holder Responsibilities. Upon Closing, the Escrow Holder is authorized and instructed to:

A. Liens and Encumbrances. Cause the satisfaction and removal of all exceptions to title to the Donated Property representing Monetary Liens or encumbrances required to be satisfied and/or removed by Donor pursuant to Section 3.2.4, from funds provided by, or otherwise payable to, Donor at Close of Escrow, including, without limitation, any unpaid taxes, respecting the Donated Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Donor of the sums necessary to satisfy and remove such Monetary Liens or encumbrances.

B. Payments for Fees, Charges and Costs. Pay and charge (as applicable) Donor for any fees, charges and costs payable to or from Donor pursuant to this Agreement. Before such payments or charges are made, Escrow Holder shall notify City and Donor of such fees via circulation of draft estimated closing statements, which shall be subject to the review and reasonable approval or disapproval of each of City and Donor; provided that the Parties shall each review and provide any comments, objections, or corrections to such estimated closing statements, reasonably, promptly and in a timely manner so as not to cause any delay in the Close of Escrow as of the then-scheduled Closing Date in connection with such review, revisions, and approval.

C. Grant Deed. Record the Grant Deed, with Certificate of Acceptance attached thereto, and any other instruments, as appropriate, delivered through Escrow.

D. Funds and Documents. Disburse such other funds and deliver such other documents to the Parties entitled thereto.

E. Title Policy. Cause the Title Policy to be issued.

3.2.11 Notices. All communications from Escrow Holder to either City or Donor shall be directed to the addresses and in the manner established in Section 3.8.1 herein for notices, demands and communications between the City and Donor.

3.2.12 Electronically Transmitted/Counterpart Documents. In the event City or Donor utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. City and Donor hereby acknowledge and agree to provide to Escrow Holder, within five (5) business days after transmission (or such shorter period of time as is available so as to not cause a delay in the Close of Escrow on the then-scheduled Closing Date), such documents bearing the original signatures to the extent requested or required by either Party or

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escrow holder. Escrow Holder is authorized to utilize documents which have been signed by City and Donor in counterparts.

3.2.13 Tax Adjustment Procedure. Escrow Agent is authorized and instructed to comply with the following tax adjustment procedure:

A. Property Taxes. Pay and charge Donor for any unpaid delinquent taxes and/or penalties and interest thereon against the Donated Property.

B. Tax Information Unavailable. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to collect from Donor an amount equal to 105% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall pay the County Tax Collector for Donor's prorated portion of taxes and shall forward a copy of the receipt for such payment, with a copy of the tax statement, to the City and Donor. Escrow agent shall simultaneously refund any difference between the amount of taxes due, and the amount collected from Donor set forth in this Section above, to the Donor. In the event the amount withheld is not sufficient to pay Donor's prorated portion of taxes due, the Donor herein agrees to immediately pay the difference.

C. Tax Information Available. In the event said tax information is available Donor's taxes shall be prorated in accordance with Section 3.2.13(D) below.

D. Proration. From the date that tax information is available, pursuant to Section 3.2.13(B) above, up to and including June 30, Donor's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of the actual number of days in the year of Closing, in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At the close of escrow, a check payable to the County Tax Collector for Donor's prorata portion of taxes shall be forwarded to City with the closing statement.

E. Refund. Any taxes which have been paid by Donor, prior to opening of this escrow, shall not be prorated between City and Donor, but Donor may, in its sole discretion after Close of Escrow, apply to the County Tax Collector for a refund. This refund would apply, if applicable, to the period after City's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

3.3 Title.

3.3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for City's benefit that fee title to the Donated Property and the right to possession of the Donated Property conveyed to City pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from the Title Company to issue to City upon Close of Escrow its California Land

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Title Association (CLTA) Standard Owner's Form Policy of Title Insurance ("**Title Policy**") with coverage in an amount equal to current market value of the Donated Property, as reasonably determined by the Parties and with the approval of Title Company (the determination of which shall not require Donor to obtain or pay for additional appraisals or incur any other costs). The Parties shall cause the Title Company to issue the Title Policy to City upon Close of Escrow.

3.3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

A. Non-Delinquent Tax. A lien to secure payment of general and special real property taxes, provided they are not delinquent.

B. Supplemental Taxes. A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

C. City Creation or Consent. Matters affecting the condition of title created by or with the consent of City.

D. Disclosed to and Approved by City. Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by City, or deemed approved pursuant to this Agreement, prior to the Close of Escrow. Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Donated Property representing Monetary Liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below).

3.3.3 Preliminary Title Report. If City has not already obtained the same prior to the execution of this Agreement, promptly following the receipt of a Title Report (defined below), Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report for the Donated Property, and the best available copies of all title exceptions listed therein (collectively the "**Title Report**"). The parties acknowledge and agree that neither City nor Donor shall be required to take any actions with respect to any exceptions on the Title Report.

(A) Disapproved Matters. Within thirty (30) calendar days following the Effective Date, City will notify Donor and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report ("**Disapproval Notice**"). Any title matters included in City's Disapproval Notice will constitute "**Disapproved Matters**" under this Agreement. Those title exceptions not constituting Disapproved Matters, other than Monetary Liens, will be deemed Permitted Exceptions.

(B) Donor Cure. Except as provided in Section 3.3.3(C) below, Donor will cause all Disapproved Matters to be removed as title exceptions on or before Close of Escrow. If City fails to provide an initial written notice of potential Disapproved Matters within the time

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permitted therefor, then all matters of record in the Title Report, other than Monetary Liens, shall be deemed to be Permitted Exceptions.

(C) Non-Cure Matters. Donor may elect not to cure any Disapproved Matters if, within seven (7) business days after Donor receives City's Disapproval Notice, Donor informs City that it elects not to cure or remove any such potential Disapproved Matters. If Donor fails to provide such a notice of election not to cure or remove within the time permitted therefor, then Donor will cause all matters disapproved by City to be removed as title exceptions on or before Close of Escrow. If Donor so notifies City in writing ("**Non-Cure Notice**") of any such potential Disapproved Matters that Donor will not cure or remove ("**Non-Cure Matters**"), then City may terminate this Agreement by providing written notice of such termination to Donor within seven (7) business days of City's receipt of such Non-Cure Notice from Donor. If City does not terminate this Agreement pursuant to this Section 3.3.3 within the time period permitted after its receipt of a Non-Cure Notice, then all Non-Cure Matters shall be deemed to be Permitted Exceptions.

3.4 Suitability and Condition of Property.

3.4.1 Inspections, Studies and Right of Entry. A Phase I ESA for the Donated Property was prepared by Partner Engineering and Science, Inc. in January 2022, which has been reviewed by the City and is attached as an appendix to the EIR for the Combined Project. As explained in the EIR, the Phase I ESA investigation included site reconnaissance, review of regulatory databases, aerial photographs, City directories, and topographic maps. For a period of one thirty (30) calendar days after the Effective Date of this Agreement ("**Due Diligence Period**"), City may conduct, at City's sole cost and expense, such additional examinations, inspections and investigations of the Donated Property as City may desire or deem appropriate in City's sole discretion in order to determine whether the physical and environmental condition of the Donated Property is acceptable to City (subject to the express limitations of this Agreement). City and its authorized employees, representatives, agents, engineers, analysts, consultants and contractors, may enter upon the Donated Property prior to the Closing Date for the purpose of conducting physical examinations, inspections and investigations of the Donated Property, except for invasive testing (which shall be subject to further approval by Donor upon City's request, which approval may be withheld in Donor's sole and absolute discretion), and preparing reports related thereto, including without limitation, those related to soils, subsurface soils, drainage, seismic and other geological and topographical matters, the location of toxic substances, hazardous materials or wastes, if any, and any other environmental or other matters as City deems prudent with respect to the Donated Property. Donor shall have the right, but not the obligation, to accompany City during examinations, inspections and investigations, but shall not interfere therewith. Prior to any entry by City or any of the City parties described above onto the Donated Property, City shall provide Donor with not less than two (2) business days' notice. Prior to the expiration of the Due Diligence Period, City may terminate this Agreement for any reason. Prior to Closing, subject to the other terms of this Agreement, City may perform an additional reasonable non-invasive inspection of the Donated Property to confirm there has been no material adverse change in the physical

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condition of the Donated Property from the condition that the Donated Property was in as of the end of the Due Diligence Period.

3.4.2 Restoration of Property. City, at its sole cost and expense, agrees in a timely manner to restore the Donated Property to the condition the Donated Property was in prior to City's entry, and to indemnify, defend (using counsel reasonably acceptable to Donor) and hold harmless, the Donor Parties from all expenses, damages, claims, causes of actions, or losses suffered or incurred by the Donor Parties which are caused by the City's due diligence activities or other entry on to the Donated Property in furtherance of or relation to this Agreement. This Section shall survive any termination of this Agreement. As used in this Agreement, the "**Donor Parties**" means, collectively, Donor and each of its predecessors, members, partners, officers, directors, employees, trustees, agents, affiliates, and/or lenders, representatives, attorneys and all persons acting by, through, under, or in concert with the foregoing, or any of them, and their respective successors and/or assigns.

3.4.3 Notice. On or before the end of the Due Diligence Period, City shall notify Donor and Escrow Holder in writing of City's approval or disapproval of the condition of the Donated Property. City's failure to deliver such notice on or before the Due Diligence Period shall be deemed City's approval thereof.

3.5 Acknowledgements and General Releases.

3.5.1 Relocation Satisfaction and Waiver. Donor acknowledges that, in accordance with applicable provisions of California law, Donor is not entitled to the payment of relocation expenses, compensation for loss of goodwill, just compensation, inverse condemnation, unlawful pre-condemnation conduct, or all other benefits and claims other than those expressly provided for in this Agreement in connection with Donor's voluntary donation of, and City's acceptance of, the Donated Property.

3.5.2 Information Supplied by Donor. City specifically acknowledges and agrees that, except as expressly set forth elsewhere in this Agreement, no Donor Party has made any representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Donor to City, and that City has undertaken such inspections of the Donated Property as City deems necessary and appropriate and that City is relying solely upon such investigations and not on any of the documents, materials or any other information provided to City by or on behalf of Donor. City specifically acknowledges that any documents and materials so provided to the City are provided without warranty or representation, express or implied, except as expressly set forth elsewhere in this Agreement.

Notwithstanding the foregoing, if not already provided by Donor to City, within ten (10) business days following the Effective Date, Donor shall deliver to City copies of the following materials (the "**Property Information**") which Donor, or any affiliate of Donor, has in its actual possession:

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(A) Copies of any existing title policy/commitment and any existing survey in Donor's possession that relate to the Donated Property.

(B) All environmental studies, laboratory results or analyses, surveys or drilling logs, Phase 1 or Phase 2 analyses, monitoring well reports, or any other type of report, summary, data, or information regarding any soil or groundwater condition or other environmental condition on the Donated Property or any other property of which the Donated Property is a part.

(C) Such other non-proprietary, non-confidential, non-attorney-client privileged items in Donor's possession that City may reasonably request in connection with its inspection of the Donated Property.

3.5.3 Release. **AS OF THE CLOSE OF ESCROW, CITY HEREBY FULLY AND IRREVOCABLY RELEASES AND FOREVER DISCHARGES DONOR OF AND FROM ANY AND ALL MANNER OF ACTION OR ACTIONS, CAUSE OR CAUSES OF ACTION, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, IN TORT), SUITS, DEBTS, LIENS, CONTRACTS, AGREEMENTS, PROMISES, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS OR EXPENSES, OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT (COLLECTIVELY, "CLAIMS") THAT CITY MAY HAVE OR HEREAFTER ACQUIRE AGAINST ANY DONOR PARTY ARISING FROM OR RELATED TO IN ANY WAY THE DONATED PROPERTY, THE CONDITION OF THE DONATED PROPERTY, THIS AGREEMENT, OR ANY DOCUMENTS EXECUTED PURSUANT HERETO OR IN CONNECTION HEREWITH, INCLUDING, WITHOUT LIMITATION, THE EXHIBITS ATTACHED HERETO (THE "OTHER DOCUMENTS") AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS, COMPLIANCE WITH LAW MATTERS, THE PRESENCE, DISCOVERY OR REMOVAL OF HAZARDOUS SUBSTANCES AND OTHER ENVIRONMENTAL MATTERS WITHIN, UNDER OR UPON, OR IN THE VICINITY OF THE DONATED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS. THE FOREGOING RELEASE BY CITY SHALL INCLUDE, WITHOUT LIMITATION, ANY CLAIMS CITY MAY HAVE PURSUANT TO ANY STATUTORY OR COMMON LAW RIGHT CITY MAY HAVE TO RECEIVE DISCLOSURES FROM ANY DONOR PARTY, INCLUDING, WITHOUT LIMITATION, ANY DISCLOSURES AS TO THE DONATED PROPERTY'S LOCATION WITHIN AREAS DESIGNATED AS SUBJECT TO FLOODING, FIRE, SEISMIC OR EARTHQUAKE RISKS BY ANY FEDERAL, STATE OR LOCAL ENTITY, THE PRESENCE OF HAZARDOUS SUBSTANCES ON OR BENEATH THE DONATED PROPERTY, THE NEED TO OBTAIN FLOOD INSURANCE, AND/OR THE ADVISABILITY OF OBTAINING TITLE INSURANCE, OR ANY OTHER CONDITION OR CIRCUMSTANCE AFFECTING THE DONATED PROPERTY, ITS FINANCIAL VIABILITY, USE OR OPERATION, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH CITY IS**

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PRESENTLY UNAWARE OR WHICH CITY DOES NOT PRESENTLY SUSPECT TO EXIST IN ITS FAVOR WHICH, IF KNOWN BY CITY, WOULD MATERIALLY AFFECT CITY'S RELEASE OF THE DONOR PARTIES. IN CONNECTION WITH THE GENERAL RELEASE SET FORTH IN THIS SECTION, CITY SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

City's Initials

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS SECTION 3.5, THE FOREGOING RELEASE IS NOT INTENDED TO AND DOES NOT COVER, IN EACH CASE TO THE EXTENT THE SAME WAS NOT ACTUALLY KNOWN BY CITY PRIOR TO OR AT THE CLOSING: (I) ANY CLAIMS ARISING DURING THE SURVIVAL PERIOD (DEFINED BELOW) FROM A BREACH OF ANY OF DONOR'S EXPRESS REPRESENTATIONS OR WARRANTIES SET FORTH IN SECTION 3.6 OF THIS AGREEMENT OR (II) ANY OTHER BREACH BY DONOR OF AN EXPRESS OBLIGATION OF DONOR UNDER THIS AGREEMENT (HEREIN COLLECTIVELY THE "EXCLUDED CLAIMS").

3.5.4 Natural Hazards. Donor may be required to disclose if the Donated Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). City and Donor acknowledge that City has engaged or will engage the services of Escrow Holder (which, in such capacity, is herein called "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Donor to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination to City and Donor in writing. The written report prepared by the Natural Hazard Expert regarding the results of its full examination fully and completely discharges Donor from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose

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of this Agreement, the provisions of Civil Code Section 1102.4 regarding non-liability of Donor for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

3.5.5 Survival. This Section 3.5 shall survive any termination of this Agreement and the Closing.

3.6 Termination, Defaults and Remedies.

3.6.1 Automatic Termination. In the event that: (i) Donor has not obtained final, non-appealable City Project Approvals, including but not limited to recordation of the Final Map for the Subdivision (as defined in the Development Agreement), for Donor's Project by the date that is six (6) months following the mutual execution of this Agreement; (ii) after having obtained final, non-appealable City Project Approvals for Donor's Project from the City, any of the City Project Approvals lapse or expire; (iii) any of the City Project Approvals are subject to litigation and that litigation has not been resolved in Donor's favor by the date that is one (1) year following the mutual execution of this Agreement; or (iv) any of the City Project Approvals are subject to a valid voter referendum and are overturned by that referendum; then this Agreement shall automatically terminate on the applicable date, and the Parties shall have no further obligations hereunder, except for those obligations that expressly survive termination. In such event, the City and Donor shall each pay fifty (50) percent of the costs of any Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"), unless the failure of such condition was caused by either Party, in which case such Party shall bear all such Termination Costs.

3.6.2 Exercise of City's Termination Rights. If City's conditions precedent to Closing do not occur as required in Section 3.2.6 herein, and if City thereby elects to exercise its rights to terminate this Agreement and the Escrow, City may do so by giving written notice of such termination to Donor and Escrow Holder prior to the Close of Escrow. In such event, the City and Donor shall each pay fifty (50) percent of the costs of any Escrow Holder and Title Company Termination Costs, unless the failure of such condition was caused by either Party, in which case such Party shall bear all such Termination Costs. Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.6.3 Exercise of Donor's Termination Rights. If Donor's conditions precedent to close of escrow do not occur as required in Section 3.2.7 herein, and if Donor thereby elects to exercise its rights to terminate this Agreement and the Escrow, Donor may do so by giving written notice of such termination to City and Escrow Holder prior to the Close of Escrow. In such event, Donor and City shall each pay fifty (50) percent of the Termination Costs, unless the failure of such condition was caused by either Party, in which case such Party shall bear all such Termination Costs shall pay all Termination Costs. Upon such termination, all other obligations and liabilities

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of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.6.4 City's Breach. If City materially breaches any of its obligations to perform under this Agreement and fails to cure such breach within a reasonable period of time following written notice from Donor (not to exceed thirty (30) calendar days), then Donor, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving written notice to City and Escrow Holder. In such event, City shall pay all Termination Costs and shall reimburse Donor for all of Donor's actual costs and expenses paid or incurred, including, without limitation, attorney's fees, in connection with this Agreement and/or the transactions contemplated hereby in an amount not to exceed One Hundred Thousand Dollars ($100,000.00), within ten (10) calendar days of Donor's delivery of an invoice to City therefor. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate. Donor shall have no right to seek specific performance of this Agreement.

3.6.5 Donor's Breach. If Donor materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following written notice from City (not to exceed thirty (30) calendar days), then City, in addition to pursuing any other rights or remedies which City may have at law or in equity, may, at City's option, elect to pursue one (but not both) of the following:

A. Termination. City may terminate this Agreement and the Escrow by giving written notice to Donor and Escrow Holder. In such event, Donor shall pay all Termination Costs and shall reimburse City for all of City's actual costs and expenses paid or incurred, including, without limitation, attorney's fees, in connection with this Agreement and/or the transactions contemplated hereby in an amount not to exceed Ten Thousand Dollars ($10,000.00), within ten (10) calendar days of City's delivery of an invoice to Donor therefor. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

B. Specific Performance. City may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security, provided that any action seeking specific performance must be filed within ninety (90) calendar days after the applicable breach (after applicable notice and cure rights). If no such action is filed within such time period, City's right to seek specific performance shall be deemed waived and released with respect to the applicable breach and failure to cure.

3.6.6 Return of Documents and Funds; Release of Liability as to Escrow Holder. In the event Escrow Holder receives written notice from City or Donor, prior to Close of Escrow, of its election to terminate the Escrow as provided for in this Agreement, then Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs, as appropriate, to the Party depositing the same. The Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination, excepting for Escrow Holder's obligations to return documents and funds as provided herein.

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3.7 Donor's Representations and Warranties. Donor hereby represents and warrants to City that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of City's obligations under this Agreement:

3.7.1 Authority. Donor has full power and authority to own, sell and convey the Donated Property to City and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Donor to City now or at Close of Escrow have been or will be duly executed and delivered by Donor and are or will be legal, valid and binding obligations of Donor, sufficient to convey to City good and marketable title to the Donated Property and are enforceable in accordance with their respective terms.

3.7.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Donor's current actual knowledge, Donor is not a party to any agreements for occupancy in effect for the Donated Property. During the term of this Agreement, Donor will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Donated Property following the Closing Date without the prior written consent of City (which will not be unreasonably withheld or delayed), including, without limitation, any agreements for occupancy of the Donated Property.

3.7.3 Hazardous Materials. Donor is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to City regarding the environmental status of the Donated Property. Donor represents to City, and City relies on Donor's representation that, to Donor's knowledge, Donor has nothing to disclose in connection therewith other than matters which are identified or disclosed in any environmental studies or site assessments provided by Donor to City in connection with the Donated Property as provided in Section 3.5.2(B) above. Donor has not used, generated, manufactured, stored or disposed of on, under or about the Donated Property or transported to or from the Donated Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Donated Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

3.7.4 Litigation. Donor is not a party to any pending claims, actions, suits or proceedings against or affecting Donor or the Donated Property, and Donor has no knowledge of any pending claims, nor potential claims threatened in writing, involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Donor at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, City or instrumentality. Donor is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, City or instrumentality.

3.7.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or

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constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Donor's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Donor is a party or by which Donor or the Donated Property are bound.

3.7.6 Donor's Knowledge. Whenever phrases such as "to Donor's knowledge" or "Donor has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual knowledge of _____. In no event shall such individual have any personal liability therefor.

3.7.7 Survival. The representations and warranties contained in Sections 3.7.1 through 3.7.5 above, as updated as of the Closing in accordance with the terms of this Agreement, will survive Closing for a period of twelve (12) months after the Closing Date (the "**Survival Period**"). No claim for a breach of any representation or warranty of Donor will be actionable or payable if (i) City does not notify Donor in writing of such breach and commence a "legal action" thereon within the Survival Period, or (ii) the breach in question results from or is based on a condition, state of facts or other matter which was actually known to City prior to Closing (without limiting the foregoing, City shall be deemed to know of all matters contained or disclosed in any information, documents, or materials provided or made available by any Donor Parties).

3.8 Miscellaneous.

3.8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by email with acknowledgment of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, email transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To City:

With Copy to:

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To Donor:

To Title Company:

3.8.2 Possession; Risk of Loss. City shall be entitled to sole possession of the Donated Property immediately upon Close of Escrow. All risk of loss or damage to the Donated Property will pass from the Donor to the City at the Close of Escrow. Donor covenants and agrees that it will keep the Donated Property insured in a manner consistent with its practices as of the Effective Date, through Close of Escrow. If the Donated Property is materially damaged or destroyed prior to the Close of Escrow due to an uninsured casualty, then City may elect to terminate this Agreement as provided in Section 3.6.1 above.

3.8.3 Survival of Covenants. The covenants, representations and warranties of both City and Donor set forth in this Agreement shall not survive, and shall merge into, the recordation of the Grant Deed and the Close of Escrow, except as expressly set forth to the contrary in this Agreement.

3.8.4 Required Actions of City and Donor. City and Donor agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

3.8.5 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

3.8.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.8.7 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

3.8.8 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

3.8.9 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

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3.8.10 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

3.8.11 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Los Angeles.

3.8.12 Assignment. Donor shall have the right, in its sole discretion, to assign this Agreement as it relates to the Donated Property to any party. The City shall not assign this Agreement as it relates to the Donated Property to any party without the prior written consent of Donor, which consent may be given or withheld in Donor's sole discretion.

3.8.13 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

3.8.14 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

3.8.15 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

3.8.16 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

3.8.17 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

3.8.18 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between City and Donor as to the donation of the Donated Property from Donor to City. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer,

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agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

3.8.19 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

3.8.20 Limited Liability. Notwithstanding anything to the contrary herein, City on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, the "**City Parties**") hereby agrees that in no event or circumstance shall any of the Donor Parties (other than Donor as a collective responsible party) have any personal liability under this Agreement. City agrees to look solely to Donor and the assets of Donor for the satisfaction of any liability or obligation arising under this Agreement and the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Donor Parties (other than Donor as a collective responsible party) with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained within this Agreement: (a) the maximum aggregate liability of Donor, and the maximum aggregate amount which may be awarded to and collected by City (including, without limitation, for any breach of any representation, warranty and/or covenant of Donor) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, the Exhibits attached hereto (collectively, the "**Other Documents**") shall, under no circumstances whatsoever, exceed Fifty Thousand Dollars ($50,000.00) (the "**Cap Amount**"); and (b) City shall notify Donor in writing of any claim of any breach of any representation, warranty and/or covenant of Donor under the Agreement or the Other Documents and commence a "legal action" thereon within the Survival Period.

3.8.21 Environmental Review. Subject to the limitations on the use of the Donated Property set forth in this Agreement, City acknowledges that City's ultimate use of the Donated Property could require additional environmental review under CEQA, which shall be at City's sole cost and expense.

3.8.22 Recordation. This Agreement shall not be recorded against the Donated Property or otherwise. No memorandum of this Agreement shall be recorded against the Donated Property (or otherwise), except as follows: (a) the Parties shall reasonably agree to a form of memorandum of this Agreement to be recorded against the Donated Property upon the expiration of the Due Diligence Period ("**Memo**"); and (b) a fully executed, notary acknowledged, recordable termination/satisfaction of such Memo, in a form reasonably agreed to by the Parties, shall be concurrently deposited with Escrow Holder. At any time after this Agreement is terminated/satisfied, either Party may deliver written notice of objection to such recording to Escrow Holder and the other Party requesting that the termination/satisfaction be recorded. If the non-requesting Party does not deliver written notice to Escrow Holder within five (50 business days of receiving such request, then Escrow Holder shall be irrevocably authorized to record such termination/satisfaction.

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3.8.23 Charity; Tax Deduction. The Parties acknowledge that Donor would not make the donation of the Donated Property contemplated hereby but for Donor's expectation of realizing certain tax deductions as a result thereof. City agrees to reasonably cooperate with Donor in obtaining any and all applicable tax deductions. The Parties do not believe that the City is providing any goods or services in consideration, in whole or in part, for any of the Donated Property transferred to the City pursuant to this Agreement. However, the City believes this Agreement will better align the interests of the City with the Project. If such alignment of interests is determined to be "goods and services," then the Parties believe that the value is immaterial. The provisions of this Section 3.8.23 shall survive the termination of this Agreement and/or the Closing.

3.8.24 Voluntary Action. For avoidance of doubt, Donor's development and construction of Donor's Project, including, without limitation, pursuit of any additional necessary permits related thereto and/or the commencement and/or completion of the foregoing are at Donor's sole and absolute discretion. Donor owes no duty or obligation to City for any of the foregoing, and may suspend, cease, abandon, or terminate any and all of the foregoing such activities at any time, and from time to time, in its sole and absolute discretion. No action contemplated in this Section shall result in, or be deemed to be, any breach or default by Donor under this Agreement or with respect to any obligations or duties Donor may owe to City by virtue of this Agreement or otherwise, including, without limitation, even if any such action results in any failure of a condition precedent to Donor's obligations under this Agreement.

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

City:

CITY OF SOUTH EL MONTE

Dated: .

By: _____
City of South El Monte

ATTEST:

_____
City Clerk

By: _____
Deputy

(SEAL)

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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 _____)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature____ (Seal)

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Owner:

MVP SOUTH EL MONTE I, LLC, a Delaware limited liability company

By: Magellan Value Partners, Its Manager

By: _____

Martin Slusser, Its Managing Director

Date: _____

DRAFT FOR DISCUSSIO PURPOSES ONLY

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 _____)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature____ (Seal)

DRAFT FOR DISCUSSIO PURPOSES ONLY

EXHIBIT "A"

LEGAL DESCRIPTION FOR DONATED PROPERTY

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EXHIBIT "B"

MAP SHOWING DONATED PROPERTY AND ITS LOCATION

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EXHIBIT "C"

SECTION 408 PERMIT APPROVAL

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EXHIBIT "D"

MMRP

DRAFT FOR DISCUSSIO PURPOSES ONLY

EXHIBIT "E"

FORM OF GRANT DEED AND CERTIFICATE OF ACCEPTANCE

DRAFT FOR DISCUSSIO PURPOSES ONLY

PLANNING COMMISSION

RESOLUTION NO. 26-02

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062), INCLUDING A MITIGATION MONITORING AND REPORTING PROGRAM; ADOPT CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS RELATED THERETO; AND APPROVE A GENERAL PLAN AMENDMENT (NO. 23-03) AND ZONE CHANGE (NO. 23-01) TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING AND THE EXISTING ZONING DESIGNATION FROM COMMERCIAL TO MANUFACTURING FOR AN INDUSTRIAL PROJECT IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners ("Applicant") has filed applications for a General Plan Amendment (No. 23-03) and Zone Change (No. 23-01) to change the land use designation from "Commercial" to "Commercial-Manufacturing" and the zoning designation from "Commercial" to "Manufacturing," in order to allow for the development of an approximately 221,815 square-foot industrial building ("Project") on an approximately 10.7-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"). The legal description of the Property will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property.

WHEREAS, pursuant to the Development Agreement for the Project, an approximately 10.7-acre portion of the Property will be donated by the Applicant to the City of South El Monte ("City") for the future development of a public park by the City upon satisfaction of certain conditions precedent, as specified therein ("City Park Project").

WHEREAS, concurrently herewith, Applicant has filed applications for Planning Commission approval of Subdivision (No. 23-01) (Tentative Parcel Map No. 084463), and Conditional Use Permit (No. 23-07).

WHEREAS, the City has undertaken review under the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000, *et seq*. and California Code of Regulations ("CEQA Guidelines") Title 14, Sections 15000, *et seq*.

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.030, the Project in part requires Planning Commission review and recommendation to City Council because certification of the Final EIR (defined below), adoption of CEQA Findings of Fact and a Statement of Overriding Considerations related thereto, General Plan Amendment, and Zone Change approval require City Council action.

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

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

SECTION 1: The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: State CEQA Guidelines Section 15063 provides that if a lead agency determines that an EIR will clearly be required for a project, an Initial Study is not required. Pursuant to CEQA Guidelines Section 15082, the City of South El Monte prepared and circulated a Notice of Preparation (NOP) to affected agencies and interested parties for a public review period beginning on July 2, 2024. The deadline to submit comments on the NOP was August 1, 2024. The NOP was distributed to the State Clearinghouse, as well as agencies, organizations, and persons considered likely to be interested in the Project and the potential impacts. Six comment letters were received during the comment period: South Coast Air Quality Management District (SCAQMD), California Department of Transportation (Caltrans), Los Angeles County Sanitation Districts, and three members of the public. Pursuant to Section 21083.9 of the CEQA Statute, the City held a Scoping Meeting on July 22, 2024, at 6:30 p.m. at the City of South El Monte in the City Hall Council Chambers. Four members of the public were present. Each of the comments received were subsequently addressed in the preparation of the Draft EIR. The completed Draft EIR concluded that the Project would result in a significant unavoidable impact related to greenhouse gas emissions (GHG) emissions. All other impacts would be less than significant or less than significant with mitigation.

With respect to GHG emissions, while the South Coast Air Quality Management District (SCAQMD) has not adopted its proposed 3,000 metric tons of CO2e (MTCO2e) threshold, the EIR's analysis conservatively uses the proposed 3,000 MTCO2e screening threshold. Project construction and operation would generate approximately 7,977 MTCO2e per year, and therefore exceed the 3,000 MTCO2e per year threshold despite implementing mitigation measures. The Project would also be required to comply with Laws, Ordinances, and Regulations (LOR) which would be required by local, State, or federal regulations or laws (i.e., California Code of Regulations and California Green Building Standards Code). The majority of the unmitigated GHG emissions (89%) are associated with non-construction related mobile sources. Additional mitigation to reduce the Project's mobile emissions is not feasible due to the limited ability of the City to address emissions resulting from mobile sources and/or emissions generated by cars and trucks outside of the City's limits. As such, the Project would generate GHG emissions, either directly or indirectly, that would exceed SCAQMD thresholds despite all feasible mitigation measures, resulting in a significant and unavoidable impact.

Five comment letters were received during the comment period: California Department of Fish and Wildlife (CDFW; 2 letters), SCAQMD (2 letters), and Caltrans (1 letter). Responses to comments were prepared and did not require any changes to the conclusions of the Draft EIR. The Draft EIR, Responses to Comments, as well as the Mitigation Monitoring and Reporting

Program (MMRP) are collectively referred to as the "Final EIR". Planning staff determined that the Final EIR prepared for the Project satisfies the requirements of CEQA and the Planning Commission concurs with that determination.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Department. The Project's Mitigation Monitoring & Reporting Program is attached hereto as Exhibit "B." The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Community Development Department.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-02 by reference, the Planning Commission hereby finds:

The proposed amendment to the General Plan changing the Property's land use designation from Commercial to Commercial-Manufacturing would allow the site to be developed with an industrial use, which is consistent with the area, including similar uses around Santa Anita Avenue. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project. Furthermore, the General Plan amendment is intended to promote balanced and dynamic economic growth in the area and address the economic and open space and recreation needs of the City and surrounding region. The General Plan amendment would also be consistent with the following goals and objectives of the Land Use and Resource Elements of the General Plan:

Land Use Element

(1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a long vacant property into productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

(2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new industrial development along with the General Plan Amendment and Zone Change will allow new businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

(3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

(4) Goal 3.0: *Accommodate new development that is compatible with and*

complements existing land uses. The Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

(5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new industrial building and public park uses on a property that has lain vacant for many years but, will also provide off-site public improvements and improve the property's flood storage capacity via storage basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project will also aloe for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

(1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

(2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 4: The Planning Commission has determined that the following findings can be made in favor of the proposed Zone Change pursuant to Section 17.03.150 (Planning Commission Procedure) of the South El Monte Municipal Code:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City*. The Project will allow for the development of the property with a revenue and employment generating industrial use that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed zone change will allow for improvements to the property that will address the City's economic and employment needs. The Project will also improve the Property's flood storage capacity via Storage Basin improvements (as defined in the Final EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area, which will benefit the City. Pursuant to the Development Agreement for the Project, the Project will also allow for the City Public Park Project, which will help meet the City's recreational needs.

2. *The proposed change is in conformance with the purpose of Chapter 17.03 of the SEMMC, and with all applicable, officially adopted policies and plans*. The proposed

Project will change the Property from its existing zoning of Commercial to Manufacturing to ensure the industrial use proposed as part of the Project will conform to the Zoning Code and General Plan.

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified.* As detailed in the Final EIR for the Project, the use will not change the level of service of the surrounding streets and wastewater generation, storm drainage facilities, and water services all are anticipated to meet project demands.

4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.* Since the Property is currently undeveloped with no present uses, the proposed zone change from Commercial to Manufacturing would be compatible with present and future uses, including the industrial use proposed as part of the Project.

SECTION 5: The Planning Commission of the City of South El Monte hereby **recommends** that the City Council certify the Final Environmental Impact Report; adopt the Findings of Fact and Statement of Overriding Consideration, approve the General Plan Amendment No. 23-03, and Zone Change No. 23-01 for the Project.

SECTION 6: Exhibits "A" and "B" hereto are incorporated herein by reference.

ADOPTED this 24th day of February 2026.

Chair of the Planning Commission

ATTEST:

Secretary, Renee Reyes

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that Resolution No. 26-02 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 24th day of February, 2026.

AYES: Commissioner(s): Retamoza, Rubio, Vice Chair Barrera, and Chair Ortiz
NOES: Commissioner(s): None
ABSENT: Commissioner(s): Tang
ABSTAIN: Commissioner(s): None

Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

MITIGATION MONITORING & REPORTING PROGRAM

PLANNING COMMISSION

RESOLUTION NO. 26-03

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING SUBDIVISION NO. 23-01, TENTATIVE PARCEL MAP NO. 084463, TO SUBDIVIDE ONE PARCEL INTO TWO SEPARATE LOTS IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners ("Applicant"), filed an application for a Subdivision (SUBPRE No. 23-01) to subdivide one parcel into two separate lots in order to allow for the future development of an approximately 10.7-acre public city park by the City of South El Monte ("City") ("City Park Project") and development of an approximately 221,815 square-foot industrial building on an approximately 10.5-acre lot ("Project") located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property") into two separate lots ("Subdivision"). The legal description of the Property will change following recordation of the Final Map. For purposes of this Tentative Parcel Map approval, the term "Project Site" means the portion of the Property upon which the Project will be located and does not include the approximately 10.5-acre portion of the Property that is proposed to be developed by the City as part of the City Park Project.

WHEREAS, pursuant to the proposed Development Agreement for the Project, the approximately 10.7-acre lot will be donated by the Applicant to the City for the future development of the City Park Project upon satisfaction of certain conditions precedent, as specified therein, pursuant to a Public Open Space Donation Agreement by and between the Applicant and the City.

WHEREAS no Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2)) and City Municipal Code Section 16.08.010(H). Even so, the Subdivision has been deemed desirable by the Applicant and the City.

WHEREAS, concurrently herewith, Applicant has filed applications for: a General Plan Amendment (No. 23-03) and Zone Change (No. 23-01) and Conditional Use Permit (No. 23-07); and

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 16.04.015, the Project, in part, requires Planning Commission review and approval because the Project consists of a Tentative Parcel Map application; and

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral including the staff report and all related documents, presented during said public hearing was considered by the Planning Commission in making its determination.

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

SECTION 1: The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines ("CEQA Guidelines" and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, an Environmental Impact Report ("EIR") was prepared for the Project because it was determined there was substantial evidence that approval of the Project may have significant environmental impacts, with mitigation measures. Accordingly, the City prepared a Draft EIR in accordance with CEQA and the CEQA Guidelines, which was made available for public review and comment from August 28, 2025, to October 13, 2025. Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR, which includes the Draft EIR, Responses to Comments, and the Mitigation Monitoring and Reporting Program ("MMRP"). Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommends approval by the City Council to certify the Final EIR, adopt CEQA Findings of Fact, and adopt a Statement of Overriding Considerations for the Project in compliance with CEQA and the CEQA Guidelines.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Division. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Department of Community Development.

SECTION 3: A record of the public hearing indicates the following:

A. With regard to the application for Vesting Tentative Parcel Map No. 084463 ("TPM"), attached hereto as Exhibit "A", SEMMC Section 16.16.025 provides that the Planning Commission shall not approve a tentative map where:

i. *The proposed subdivision, including design and improvements, is not consistent with the general plan or any applicable specific or precise plan.* The General Plan Land Use designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 will be "Commercial-Manufacturing". The Project is permitted under that General Plan Land Use designation. The City Park Project, including athletic fields, is permitted under both the existing and proposed General Plan Land Use designations. There is no Specific Plan that applies to the Property.

ii. *The site is not physically suitable for the type or proposed density of development.* The grade of the Property is flat and suitable for the Project and can support new development as proposed or in accordance with city regulations.

iii. *The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or injure fish or wildlife or their habitat.* The Property is undeveloped and covered by non-native grasses with sparse patches of ornamental vegetation. The Final EIR prepared for the Project and the City Public Park Project did not identify any threatened or endangered species on the Property

but nevertheless includes seven (7) required mitigation measures for biological resources requiring stadium light shielding features for the future City Public Park Project, pre-construction surveys for burrowing owl and pallid bat, construction best management practices to avoid impacts to special-status species, purchase of grassland habitat at an approved mitigation bank, and compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC) Sections 3503, 3503.5, and 3513. Implementation of those seven (7) mitigation measures will reduce any potential impacts on biological resources to a less than significant level.

iv. *The design of the subdivision or type of improvements is likely to cause serious public health problems.* As articulated in the Final EIR for the Project before the Planning Commission (Resolution No. 26-02), the CEQA analysis in the Final EIR to be certified by the City Council determined mitigation measures addressing potential significant impacts and the findings in the Statement of Overriding Considerations to be adopted by the City Council address the significant and unavoidable greenhouse gas (GHG) emissions impacts, which are not likely to cause serious public health problems.

v. *The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. The city may approve the subdivision if the city finds that the subdivider will provide alternate easements for access or use that are substantially equivalent to the easements previously acquired by the public. This subsection shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction.* There are no conflicts of existing easements since the Applicant incorporated these easements into the design of the Project.

vi. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.* Per the Final EIR, a sewer study was conducted and found that no violations would occur.

vii. *A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the city engineer that the subdivider can correct such conditions.* All preliminary reports were submitted to the satisfaction of the City and will be confirmed by the City Engineer.

viii. *The proposed subdivision is not consistent with all applicable provisions of the municipal code and the Subdivision Map Act.* Staff has determined that the Project meets all the requirements of the Subdivision Map Act as well as Title 16 (Subdivisions) of the SEMMC as detailed in the Staff Report.

B. The Project promotes the City's goals and objectives stated in the General Plan as detailed in Section 4. No goal or policy will be impaired.

C. The subdivision of one parcel into two separate lots with public park facilities and

industrial uses as designed and conditioned will not become a nuisance to surrounding properties.

SECTION 4: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-03 by reference, the Planning Commission hereby finds:

A. As conditioned below at Section 7, the Project meets the requirements of the SEMMC, including Title 16, and will not be detrimental to the public health, safety or welfare, nor will it adversely affect nearby properties or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that many of the surrounding parcels include a range of uses including public parks, residential, industrial and commercial uses, ensure that this will hold true in the future.

B. As conditioned, the Project is consistent with the City's General Plan, provided the City Council accepts Planning Commission's recommendation in Resolution No. 26-02 (certifying the Project EIR, approving General Plan Amendment No. 23-03 and Zone Change No. 23.-01). The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

(1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a long vacant property into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

(2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

(3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed Project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

(4) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*. The proposed Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

(5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new industrial building on a property that has lain vacant for many years and will also provide off-site public improvements and will improve the Property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

(1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

(2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 5: Concurrently with the approval of the Tentative Parcel Map, the Applicant is requesting the approval of a Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) which requires final approval by City Council. Thus, the Planning Commission's approval of this Subdivision will be contingent on the approval of the General Plan Amendment and Zone Change by City Council and shall not be effective until such approval by the City Council. The Planning Commission's approval of this Subdivision is also contingent on the City Council's certification of the Final EIR, adoption of CEQA Findings of Fact, and adoption of a Statement of Overriding Considerations for the Project and shall not be effective until such actions are taken by the City Council, which are prerequisites to City Council approval of the Zone Change and General Plan Amendment.

SECTION 6: Exhibits "A" and "B" hereto are incorporated herein by reference.

SECTION 7: Based on the aforementioned findings, the Planning Commission hereby **approves** Subdivision No. 23-01, Tentative Parcel Map No. 084463, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to

any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development & Public Works within 20 calendar days of the date of the City Council's approval of the Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) for the Project.

3. The Subdivision approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval or per the Development Agreement, whichever is longer.

4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions, and county, state and federal regulations applicable to the project.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.

6. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the Property's parking area and public right-of-way.

7. The Applicant shall maintain all required permits and licenses in good standing.

8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification, or revocation of the Conditional Use Permit.

9. The construction site shall always be kept in a clean manner prior, during, and after construction.

10. The Applicant shall develop the Property as shown in the site plan and landscaping plan approved by the City Council.

11. The Applicant shall provide a detailed landscape and irrigation plan, prepared by a registered Landscape Architect to the Director of Community Development & Public

Works for review and approval prior to submitting the plans to the Building Division.

12. The Applicant shall install drought tolerant landscaping in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:

    a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks, or as approved for stormwater retention plan.
    b. Provide an automated underground irrigation system for all landscaped areas.
    c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment.

13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.

14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Property visible from Lexington-Gallatin Road.

15. There shall be no loading or unloading of materials on the public right of way (Lexington-Gallatin Road).

16. There shall be no queuing or parking of vehicles on or along Lexington-Gallatin Road as a result of this development.

17. At no time shall the site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.

18. No repair of vehicles or freight trucks shall occur at any time.

19. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.

20. For security purposes, lighting shall be place in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.

21. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development & Public Works or designee.

22. Noise generated from the site shall comply with the South El Monte Municipal Code 8.20.

23. The applicant shall incorporate a copy of these conditions of approval and mitigation measures into the approved set of building plans.

24. The final subdivision parcel map shall be finalized and recorded prior to the issuance of building permits, unless the City Attorney determines that a final subdivision parcel map is not required.

25. The applicant understands and agrees that if changes to the original plans (as approved and on file) are required during construction, revised plans shall be provided to the Community Development Department for review and approval prior to the implementation of such changes. Please note that certain changes may also require approvals from other departments/agencies.

26. Subdivision No. 23-01 shall be null and void if General Plan Amendment No. 23-03 and Zone Change 23-01 were to be denied by the City Council.

Public Works Conditions

The following are Engineering/Public Works conditions and shall be incorporated into submittal plans, show the conditions on site plans and on grading plans (No handwritten notes, stickers etc. shall be accepted).

PW1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

PW2. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

PW4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

PW5. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

PW6. Install new driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.

PW7. Install new concrete sidewalk behind landscaped parkway along the length of the property frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.

PW8. Install an irrigation system and landscape the designated parkway area, and as directed by the City Engineer and/or his/her designee.

PW9. Install new curb and gutter along the length of the property frontage in accordance with SPPWC standard plan 120-2, and as directed by the City Engineer or his/her designee.

PW10. Relocate vault from the sidewalk as directed by the City Engineer or his/her designee.

PW11. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.

PW12. Underground all utility services to the property.

PW13. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.

PW14. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

PARCEL MAP REQUIREMENTS

PW15. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

PW16. A soils report is required.

PW17. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

PW18. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access,

building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

PW19. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

PW20. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

PW21. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

PW22. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

PW23. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit five (5) blueprints and one sepia mylar of the recorded map to the City Public Works Department.

PW24. A reciprocal easement for ingress and egress, sanitary sewer, utility, drainage, water shall be provided for each property that does not front on or have direct access to the public way. Services to each property shall be underground and shall be located in a trench within this easement.

Building Division Conditions

B1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission and City Council Resolutions. This information shall be incorporated into the plans prior to the first submittal for plan check.

B2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.

B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

B4. The building shall be addressed as 825 Lexington-Gallatin RD, and an application to assign unit numbers shall be filed with the City prior to plan check submittal.

B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.

B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.

B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.

B9. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

B10. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=zr7tu632u2staheexj6vqvxvg&dl=0

B11. Prior to submitting grading plans to Engineering Department, LID review shall be completed and approved.

B12. All State of California disability access regulations for accessibility shall be complied with.

B13. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.

B14. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.

B15. Separate application and plan review is required for Electrical plans.

B16. Separate application and plan review is required for Mechanical plans.

B17. Separate application and plan review is required for Plumbing plans.

B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.

B19. Project shall comply with the CalGreen Non-Residential mandatory requirements.

B20. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

B21. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

B22. Separate permit is required for Fire Sprinklers.

B23. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

Los Angeles County Fire Department Conditions

1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.

2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

3. The Final Map shall be submitted to the Land Development Unit for review and approval prior recordation.

4. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.

5. Fire hydrant improvement plans shall be submitted for review and approval prior to the clearance of the final map.

6. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance. Please contact the Fire Prevention Engineering Section at (323) 890-4125 for information on EPICLA submittals.

County of Los Angeles Sheriff's Department Conditions

1. The Department recommends that the principles of Crime Prevention through Environmental Design (CPTED) are incorporated in the design plans. The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenant of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security. The Department recommends installation of security cameras to reduce opportunities for criminal activities, where feasible.

2. The proposed Project will benefit from a landscaping maintenance program that would minimize opportunities for individuals to hide. The Station also recommends limiting the height of hedge-type plants around security gates that would allow visibility from the street. Trees should not block building addresses from street patrol car line of sight.

3. The installation of security cameras for a video monitoring system and building lights with motion sensors is beneficial, where feasible. Appropriate gate hardware such as keypad/keycard access and automatic gate closers can be implemented where feasible to limit unauthorized access and for easy monitoring. In addition, the proposed locations of exterior building security cameras shall be considered in areas where law enforcement can adequately identify vehicle license plates upon entry/exit into the proposed Project with adequate lighting to enhance visibility. Installation of security cameras inside the secured area, at each entry/exit points, at the loading dock, at the rear and at the office, along with interior keypad/keycard access should be considered where feasible. An alarm system is also recommended to discourage criminal activity and generate response calls. Alarms should be considered to be installed on all access points and fences, with motion detection on the interior of the warehouse & office.

4. Provide numerical addresses in font size on the corner of the building that can be easily viewed and read from the street.

5. A Construction Traffic Management Plan should also be established as part of the proposed Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access should be maintained at all times. Flag persons and/or detours should be provided as needed

to ensure safe traffic operations, and construction signs should be posted to advise motorists of reduced construction zone speed limits.

6. Effective traffic and security plans should be developed to address potential issues from criminal activity at the proposed Project site, in coordination with all jurisdictional approvals.

7. The Project Applicant will be required to pay all applicable development fees associated with the Project.

Mitigation Measures

1. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and certified by the City Council upon completion of the Environmental Impact Report, shall be made part of the conditions of approval.

2. The applicant and any successor owners shall be responsible for implementing the mitigation measures and conditions of approval and provide all necessary documentation.

SECTION 8: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.130.

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED this 24th day of February, 2026.

Chair of the Planning Commission

ATTEST:

Secretary, Renee Reyes

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-03 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 24th day of February 2026.

AYES: Commissioner(s): Retamoza, Rubio, Vice Chair Barrera, and Chair Ortiz
NOES: Commissioner(s): None
ABSENT: Commissioner(s): Tang
ABSTAIN: Commissioner(s): None

Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of TPM No. 084463

EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 084463

PLANNING COMMISSION

RESOLUTION NO. 26-04

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING CONDITIONAL USE PERMIT (NO. 23-07) ALLOWING FOR THE DEVELOPMENT OF A 221,815 SQUARE-FOOT INDUSTRIAL BUILDING IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners ("Applicant") has filed an application for a Conditional Use Permit ("CUP") to allow for the development of a 221,815 square-foot industrial building ("Project") on an approximately 10.5-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"). The legal description of the Property attached hereto as Exhibit "A" will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property.

WHEREAS, concurrently herewith, Applicant has filed applications for: a General Plan amendment (No. 23-03), Zone Change (No. 23-01), Subdivision (No. 23-01), (Tentative Parcel Map No. 084463); and certification of an Environmental Impact Report.

WHEREAS, pursuant to the proposed Development Agreement for the Project, an approximately 10.7-acre portion of the Property will be donated by the Applicant to the City for the future development of a public park by the City upon satisfaction of certain conditions precedent, as specified therein ("City Park Project"). For purposes of this CUP, the term "Project Site" means the portion of the Property upon which the Project will be located and does not include the approximately 10.5-acre portion of the Property that is proposed to be developed by the City as part of the City Park Project.

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing including the staff report and all related documents were considered by the Planning Commission in making its determination.

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

SECTION 1: The Planning Commission of the City hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

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, an Initial Study was prepared to determine the potential environmental effects of the proposed Project, including but not limited to the adoption of a General Plan Amendment and Zone Change. Based on the information contained in the Initial Study, it was determined there was substantial evidence that approval of the Project may have significant environmental impacts with

implementation of required mitigation measures. Accordingly, the City prepared an Environmental Impact Report ("EIR") and public notices in accordance with State CEQA Guidelines and was made available for public review and comment from August 28, 2025, to October 13, 2025. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the Initial Study and the EIR. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommends to the City Council to certify the EIR and Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for the Project in compliance with CEQA Guidelines.

The EIR (State Clearing House No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the EIR can also be found at the State Clearinghouse, and at the City's Community Development Division. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Department of Community Development.

SECTION 3: A record of the public hearing indicates the following:

A. The application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission "find that the proposed Project shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general."

B. The General Plan Land Use designation and Zoning Code designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 and Zone Change No. 23-01 will be "Commercial-Manufacturing," and "Manufacturing," respectively. The Project is permitted under those General Plan and Zoning Code designations.

C. The Project promotes the City's goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. As conditioned, the construction and operation of the Project will not be a nuisance to surrounding properties.

SECTION 4: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-04 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapter 17.03.060 and will not be detrimental to the public health, safety, or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that various screening and buffering methods are proposed with the Project ensures this will hold true in the future.

B. Pursuant to SEMMC Section 17.03.060, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is because the Project, as conditioned, will be required to operate in a way that does not negatively impact the surrounding area through conditions imposed herein.

C. As conditioned, the Project represents a modern, quality industrial establishment on an underutilized site that will be compatible with the surrounding area, including similar uses around Santa Anita Avenue. The Project will result in positive and productive changes to vacant land and contribute to the general economic well-being of the City, consistent with various General Plan policies and goals, as detailed below

D. As conditioned, the Project is consistent with the City's General Plan, provided the City Council adopts the amendments to the General Plan (No. 23-03) and Zone Change (No. 23-01), respectively. The Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

(1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a vacant site into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

(2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

(3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

(4) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*. The Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

(5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The Project will provide a new industrial building on a property that has lain vacant for many years and will also provide off-site public improvements and will improve the Property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will

revitalize the surrounding area.

Resources Element

(1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

(2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 5: Concurrently with the approval of the Tentative Parcel Map, the Applicant is requesting the approval of a Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) which requires final approval by City Council. Thus, the Planning Commission's approval of this CUP is contingent on the approval of the General Plan Amendment and Zone Change by City Council and shall not be effective until such approval by the City Council. The Planning Commission's approval of this CUP is also contingent on the City Council's certification of the Final EIR, adoption of CEQA Findings of Fact, and adoption of a Statement of Overriding Considerations for the Project and shall not be effective until such actions are taken by the City Council, which are prerequisites to City Council approval of the Zone Change and General Plan Amendment.

SECTION 6: Exhibits "A" hereto are incorporated herein by reference.

SECTION 7: Based on the aforementioned findings, the Planning Commission hereby **approves** Conditional Use Permit (No. 23-07) to develop the Project subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit

to the Director of Community Development & Public Works within 20 calendar days of the date of the City Council's approval of the Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) for the Project.

3. The Conditional Use Permit approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval or per the Development Agreement for the Project, whichever is longer.

4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions, and county, state and federal regulations applicable to the project.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Project Site or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.

6. The Project Site shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the parking area on the Project Site and public right-of-way (Lexington-Gallatin Road).

7. The Applicant shall maintain all required permits and licenses in good standing.

8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification, or revocation of the Conditional Use Permit.

9. The construction site shall always be kept in a clean manner prior, during, and after construction.

10. The Applicant shall develop the Project in substantial conformance with the site plan and landscaping plan approved by the City Council, as determined by the Director of Community Development.

11. The Applicant shall provide a detailed landscape and irrigation plan for the Project Site, prepared by a registered Landscape Architect to the Director of Community Development & Public Works for review and approval prior to submitting the plans to the Building Division.

12. The Applicant shall install drought tolerant landscaping on the Project Site in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:

a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks, or as approved for stormwater retention plan.
b. Provide an automated underground irrigation system for all landscaped areas.
c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment.

13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.

14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Project Site visible from Lexington-Gallatin Road.

15. There shall be no loading or unloading of materials on the public right of way (Lexington-Gallatin Road).

16. There shall be no queuing or parking of vehicles on or along Lexington-Gallatin Road as a result of the Project.

17. At no time shall the Project Site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.

18. No repair of vehicles or freight trucks shall occur at any time on the Project Site.

19. All exterior lights on the Project Site shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.

20. For security purposes, lighting on the Project Site shall be place in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.

21. Any bollards on the Project Site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development & Public Works or designee.

22. Noise generated from the Project Site shall comply with the South El Monte Municipal Code 8.20.

23. The applicant shall incorporate a copy of these conditions of approval and mitigation measures into the approved set of building plans.

24. The final subdivision parcel map shall be finalized and recorded prior to the issuance of building permits, unless the City Attorney determines that a final subdivision parcel map is not required.

25. The applicant understands and agrees that if changes to the original plans (as approved and on file) are required during construction, revised plans shall be provided to the Community Development Department for review and approval prior to the implementation of such

changes. Please note that certain changes may also require approvals from other departments/agencies.

26. Conditional Use Permit No. 23-07 shall be null and void if the General Plan Amendment No. 23-03 and Zone Change 23-01 were to be denied by the City Council.

Public Works Conditions

The following are Engineering/Public Works conditions and shall be incorporated into submittal plans, show the conditions on site plans and on grading plans (No handwritten notes, stickers etc. shall be accepted).

PW1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

PW2. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

PW4. A grading and drainage plan for the Project Site shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

PW5. LID review shall be completed prior to submitting grading plans for plan review. Grading plans for the Project Site shall be submitted including the proof of approval of LID or exemption of LID.

PW6. Install new driveway approach on the Project Site in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.

PW7. Install new concrete sidewalk on the Project Site behind landscaped parkway along the length of the Project Site frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.

PW8. Install an irrigation system and landscape the designated parkway area on the Project Site, and as directed by the City Engineer and/or his/her designee.

PW9. Install new curb and gutter along the length of the Project Site frontage in accordance with SPPWC standard plan 120-2, and as directed by the City Engineer or his/her designee.

PW10. Relocate vault from the sidewalk as directed by the City Engineer or his/her designee.

PW11. Rehabilitate existing AC street pavement along the length of the Project Site frontage to the centerline of the street as directed by the City Engineer or his/her designee.

PW12. Underground all utility services to the Project Site.

PW13. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.

PW14. The Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

PARCEL MAP REQUIREMENTS

PW15. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

PW16. A soils report is required.

PW17. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

PW18. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

PW19. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

PW20. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

PW21. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

PW22. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

PW23. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit five (5) blueprints and one sepia mylar of the recorded map to the City Public Works Department.

Building Division Conditions

B1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission and City Council Resolutions. This information shall be incorporated into the plans prior to the first submittal for plan check.

B2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.

B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

B4. The building shall be addressed as 825 Lexington-Gallatin RD, and an application to assign unit numbers shall be filed with the City prior to plan check submittal.

B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.

B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.

B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;

c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation for the Project Site accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.

B9. A grading and drainage plan for the Project Site shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

B10. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=zr7tu632u2staheexj6vqvxvg&dl=0

B11. Prior to submitting grading plans to Engineering Department, LID review shall be completed and approved.

B12. All State of California disability access regulations for accessibility shall be complied with.

B13. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.

B14. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.

B15. Separate application and plan review is required for Electrical plans.

B16. Separate application and plan review is required for Mechanical plans.

B17. Separate application and plan review is required for Plumbing plans.

B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.

B19. The Project shall comply with the CalGreen Non-Residential mandatory requirements.

B20. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

B21. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

B22. Separate permit is required for Fire Sprinklers.

B23. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official, unless the City Attorney determines that a final map is not required.

Los Angeles County Fire Department Conditions

1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.

2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

3. The Final Map shall be submitted to the Land Development Unit for review and approval prior recordation.

4. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.

5. Fire hydrant improvement plans shall be submitted for review and approval prior to the clearance of the final map.

6. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for the Project prior to

building permit issuance. Please contact the Fire Prevention Engineering Section at (323) 890-4125 for information on EPICLA submittals.

County of Los Angeles Sheriff's Department Conditions

1. The Department recommends that the principles of Crime Prevention through Environmental Design (CPTED) are incorporated in the design plans. The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenant of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security. The Department recommends installation of security cameras on the Project Site to reduce opportunities for criminal activities, where feasible.

2. The Project will benefit from a landscaping maintenance program that would minimize opportunities for individuals to hide. The Station also recommends limiting the height of hedge-type plants around security gates that would allow visibility from the street. Trees should not block building addresses from street patrol car line of sight.

3. The installation of security cameras for a video monitoring system and building lights with motion sensors is beneficial, where feasible. Appropriate gate hardware such as keypad/keycard access and automatic gate closers can be implemented where feasible to limit unauthorized access and for easy monitoring. In addition, the proposed locations of exterior building security cameras shall be considered in areas where law enforcement can adequately identify vehicle license plates upon entry/exit into the proposed Project with adequate lighting to enhance visibility. Installation of security cameras inside the secured area, at each entry/exit points, at the loading dock, at the rear and at the office, along with interior keypad/keycard access should be considered where feasible. An alarm system is also recommended to discourage criminal activity and generate response calls. Alarms should be considered to be installed on all access points and fences, with motion detection on the interior of the warehouse & office.

4. Provide numerical addresses in font size on the corner of the building that can be easily viewed and read from the street.

5. A Construction Traffic Management Plan should also be established as part of the Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access should be maintained at all times. Flag persons and/or detours should be provided as needed to ensure safe traffic operations, and construction signs should be posted to advise motorists of reduced construction zone speed limits.

6. Effective traffic and security plans should be developed to address potential issues from criminal activity at the Project Site, in coordination with all jurisdictional approvals.

7. The Project Applicant will be required to pay all applicable development fees associated with the Project.

Mitigation Measures

1. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and certified by the City Council upon completion of the Environmental Impact Report, shall be made part of the conditions of approval.

2. The applicant and any successor owners shall be responsible for implementing the mitigation measures and conditions of approval and provide all necessary documentation.

SECTION 8: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.060.

ADOPTED this 24th day of February 2026.

Chair of the Planning Commission

ATTEST:

Secretary, Renee Reyes

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-04 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 24th day of February, 2026.

AYES: Commissioner(s): Retamoza, Rubio, Vice Chair Barrera, and Chair Ortiz
NOES: Commissioner(s): None
ABSENT: Commissioner(s): Tang
ABSTAIN: Commissioner(s): None

Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APN and legal description of the Property will change with the filing of TPM No. 084463

FEBRUARY 24, 2026 PLANNING COMMISSION STAFF REPORT

The February 24, 2026 Planning Commission Staff Report, including all associated attachments, are available on the City's website under "Meeting Agendas and Minutes." The Direct Link to all viewable documents can be found here:
https://southelmonteca.portal.civicclerk.com/event/449/files/report/2235

Planning Commission Agenda Report
Agenda Item No. 7.b.

DATE: February 24, 2026

TO: Honorable Chairman and Members of the Planning Commission

APPROVED BY: Gerardo Marquez, Director of Community Development and Public Works

SUBMITTED BY: Charlize Hernandez, Assistant Planner

SUBJECT: CONSIDERATION OF RESOLUTION NO. 26-02, RECOMMENDING THAT THE CITY COUNCIL CERTIFY AN ENVIRONMENTAL IMPACT REPORT (ENVIRONMENTAL ASSESSMENT REVIEW NO. 25-01), INCLUDING MITIGATION MONITORING AND REPORTING PROGRAM, ADOPT CEQA FINDINGS OF FACT AND A STATEMENT OF OVERRIDING CONSIDERATIONS, GENERAL PLAN AMENDMENT (NO. 23-03), ZONE CHANGE (NO. 23-01), AND RESOLUTION NO. 26-03 AND 26-04, CONDITIONALLY APPROVING A SUBDIVISION (NO. 23-01) AND CONDITIONAL USE PERMIT (NO. 23-07), IN ORDER TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM (C) COMMERCIAL TO (C-M) COMMERCIAL-MANUFACTURING, AND CHANGE THE ZONING DESIGNATION FROM (C) COMMERCIAL TO (M) MANUFACTURING, AND SUBDIVIDE ONE PARCEL INTO TWO SEPARATE LOTS, TO ALLOW FOR THE DEVELOPMENT OF A FUTURE PUBLIC CITY PARK ON AN APPROXIMATELY 10.7-ACRE LOT BY THE CITY AND DEVELOPMENT OF AN APPROXIMATELY 221,815 SQUARE-FOOT INDUSTRIAL BUILDING BY THE DEVELOPER ON AN APPROXIMATELY 10.5-ACRE LOT FOR THE PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD, SOUTH EL MONTE, CA.

PUBLIC NOTICE: Notice of public hearing was posted on February 4, 2026

PROJECT LOCATION:

Address:	825 Lexington-Gallatin Road
Project Applicant:	Rick Martinez, Magellan Value Partners
Property Owner:	MVP South El Monte I, LLC
Zone:	“C” (Commercial)
Lot Size:	922,691 square feet (21.18 acres)

SURROUNDING ZONING AND LAND USE

	Zone	General Plan	Land Use
North	Los Angeles County	Los Angeles County	State Route 60
South	Los Angeles County "R-1" (Single-Family Residential) "R-3" (Multi-Family Residential)	Los Angeles County Low-Density Residential Medium-Density Residential	Whittier Narrows Park Residential Residential
East	Los Angeles County "R-1" (Single-Family Residential) "R-3" (Multi-Family Residential) "C" (Commercial) "C-M" (Commercial-Manufacturing)	Los Angeles County Low-Density Residential Medium-Density Residential Commercial Commercial-Manufacturing	Whittier Narrows Park Residential Residential Commercial Industrial
West	Los Angeles County	Los Angeles County	Whittier Narrows Park

BACKGROUND: The subject property constitutes one parcel that is approximately 21.17-acres (rounded to 21 acres) located at 825 Lexington-Gallatin Road (Assessor Parcel Number [APN] 8119-005-032), within the southwestern boundary of the City of South El Monte and Los Angeles County, California. The property is generally bordered by Santa Anita Avenue to the north and west, Lexington-Gallatin Road to the south/southeast, and vacant land to the northeast. Surrounding land uses and infrastructure include State Route (SR) 60 and vacant property to the north; Whittier Narrows Recreation Area to the southeast and west; limited office uses to the south at the intersection of Santa Anita Avenue and Lexington-Gallatin Road; and residential uses to the northeast. The 21-acre property currently consists of remains from previous uses of the site including remnant building foundations, remnants of a dilapidated shack, and remnant radio tower footings. The property is located within the U.S. Army Corps of Engineers (USACE) reservoir flowage easement area associated with the spillway activation elevation of the Whittier Narrows Dam.

Proposed Project

Magellan Value Partners ("Applicant") is proposing the development of an approximately 221,815-square-foot (sf) industrial building on approximately 10.5 acres of the eastern portion of the property, which is the project site. Pursuant to the Development Agreement for the project, the remaining approximately 10.7 acres in the northwestern portion of the property would be dedicated to the City pursuant to a property donation agreement for the future development of a public City park by the City.

RECOMMENDATION: Staff recommends that the Planning Commission:

(i) Adopt Resolution No. 26-02, forwarding to the City Council a recommendation to certify the Final EIR, approve General Plan Amendment (No. 23-03), and approve Zone Change (No. 23-01), and

(ii) Adopt Resolution No. 26-03, and 26-04, conditionally approving a Subdivision (No.

23-01) and Conditional Use Permit (No. 23-07) for the development of a future public city park on an approximately 10.7-acre lot by the City and development of an approximately 221,815 square-foot industrial building by the developer on an approximately 10.5-acre lot.

ANALYSIS:

General Plan Amendment

The subject property has a (C) Commercial Land Use Designation in the City's General Plan; the Applicant is requesting a General Plan Amendment to allow for a change in land use designation from Commercial to (C-M) Commercial-Manufacturing to allow for the proposed industrial use on the project site. The proposed amendment would allow the long-vacant site to be developed with a modern industrial facility. The proposed General Plan Amendment will promote balanced and dynamic economic growth in the area and address the employment and economic needs of the City and surrounding region. The proposed amendment would also be consistent with the following goals and objectives of the Land Use and Resources Elements of the General Plan. The future City public park, including athletic fields, is permitted under the existing and proposed General Plan land use designation. Even so, the General Plan land use designation change would apply to the entirety of the property.

Land Use Element

Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a long vacant property into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development, along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*. The proposed project would allow for the establishment of a new industrial building use in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The Project will not only provide a new industrial building on a property that has lain vacant for many years, but will also provide off-site public improvements and will improve the property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement

for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents*. This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City.

Zone Change

In order to allow for the proposed industrial use, a change to the zoning designation will also be required. Currently, the zoning of the property is Commercial (C) which would have to be amended to be consistent with the property's new General Plan land use designation. Therefore, the request includes a zone change from Commercial to Manufacturing in order to allow for the development of the industrial use on the property. Industrial buildings are permitted uses in the M-zone. The future City public park, including athletic fields, is a permitted use in the C-zone and the M-zone. Even so, the zone change would apply to the entirety of the property. The rezoning of the property would allow for the creation of a quality industrial development and public park at the site to provide economic and recreational benefits to the City.

As analyzed by staff and the CEQA review, the proposed change is compatible with the existing uses in the surrounding area along Lexington-Gallatin Road and Santa Anita Avenue. The nearby surrounding area is made up of a range of public facilities, parks, residential, commercial, and industrial uses which complement the proposed project.

Therefore, staff has determined that the following findings can be made in favor of the proposed zone change pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.150 (Planning Commission Procedure) of the SEMMC:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City*. The Project will allow for the development of the property with a revenue and employment generating industrial use that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed zone change will allow for improvements to the property that will address the City's economic and employment needs. The Project will also improve the Property's flood storage capacity via Storage Basin improvements (as defined in the Final EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area, which will benefit the City. Pursuant to the Development Agreement for the Project, the Project will also allow for the City Public Park Project, which will help meet the City's recreational needs.

2. *The proposed change is in conformance with the purpose of Chapter 17.03 of the SEMMC, and with all applicable, officially adopted policies and plans*. The

proposed Project will change the Property from its existing zoning of Commercial to Manufacturing to ensure the industrial use proposed as part of the Project will conform to the Zoning Code and General Plan.

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified*. As detailed in the Final EIR for the Project, the use will not change the level of service of the surrounding streets and wastewater generation, storm drainage facilities, and water services are all anticipated to meet project demands.

4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question*. Since the Property is currently undeveloped with no present uses, the proposed zone change from Commercial to Manufacturing would be compatible with present and future uses, including the industrial use proposed as part of the Project.

Tentative Parcel Map

Tentative Parcel Map No. 084463 will allow for the subdivision of the existing parcel into two lots for the separate development of the industrial use by the developer and the future public park use by the City. The proposed subdivision of the property is consistent with the General Plan and Zoning Ordinance upon adoption of the aforementioned changes by the City Council.

Per SEMMC Section 16.16.025, the Planning Commission shall not approve a tentative map where:

1. *The proposed subdivision, including design and improvements, is not consistent with the general plan or any applicable specific or precise plan*. The General Plan Land Use designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 will be “Commercial-Manufacturing." The Project is permitted under that General Plan Land Use designation. The City Park Project, including athletic fields, is permitted under both the existing and proposed General Plan Land Use designations. There is no Specific Plan that applies to the Property.

2. *The site is not physically suitable for the type or proposed density of development*. The grade of the Property is flat and suitable for the Project and can support new development as proposed or in accordance with city regulations.

3. *The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or injure fish or wildlife or their habitat*. The Property is undeveloped and covered by non-native grasses with sparse patches of ornamental vegetation. The Final EIR prepared for the Project and the City Public Park Project did not identify any threatened or endangered species on the Property but nevertheless includes seven (7) required mitigation measures for biological resources requiring stadium light shielding features for the future City Public Park Project, pre-construction surveys for burrowing owl and pallid bat, construction best management practices to avoid impacts to special-status species, purchase of grassland habitat at an approved mitigation bank, and

compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC) Sections 3503, 3503.5, and 3513. Implementation of those seven (7)mitigation measures will reduce any potential impacts on biological resources to a less than significant level.

4. *The design of the subdivision or type of improvements is likely to cause serious public health problems*. As articulated in the Final EIR for the Project before the Planning Commission (Resolution No. 26-02), the CEQA analysis in the Final EIR to be certified by the City Council determined mitigation measures addressing potential significant impacts and the findings in the Statement of Overriding Considerations to be adopted by the City Council address the significant and unavoidable greenhouse gas (GHG) emissions impacts, which are not likely to cause serious public health problems.

5. *The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. The city may approve the subdivision if the city finds that the subdivider will provide alternate easements for access or use that are substantially equivalent to the easements previously acquired by the public. This subsection shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction*. There are no conflicts of existing easements since the Applicant incorporated these easements into the design of the project.

6. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board*. Per the Final EIR, a sewer study was conducted and found that no violation would occur.

7. *A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the city engineer that the subdivider can correct such conditions*. All preliminary reports were submitted to the satisfaction of the City and will be confirmed by the City Engineer.

8. *The proposed subdivision is not consistent with all applicable provisions of the municipal code and the Subdivision Map Act*. Staff has determined that the Project meets all the requirements of the Subdivision Map Act as well as Title 16 (Subdivisions) of the SEMMC as detailed in the Staff Report. As proposed, the requested Tentative Parcel Map meets all of the development standards of the State Subdivision Map Act and Title 16 of the Municipal Code for the City of South El Monte. The proposed subdivision is consistent with the proposed General Plan Amendment and meets the development standards for the industrial and public park development.

<u>Proposed Industrial Project</u>

The Applicant is proposing to build an approximately 221,815 square foot industrial building on approximately 10.5 acres of the property, which will become a newly created lot. The building will mainly be utilized as a warehouse with approximately 201,815 square feet (sf) being dedicated to warehouse space, approximately 10,000 sf of ancillary

office space on the ground level and approximately 10,000 sf of ancillary office space on the mezzanine level. Additional site components will include bike racks to be located near the ancillary offices and an outdoor employee break area near the northeast corner of the warehouse.

Circulation and Parking

Vehicular access to the industrial parcel would be provided via two 40-foot-wide driveways on Lexington-Gallatin Road which would allow for truck and passenger vehicle ingress/egress to the site and allow for truck turning movements. As conceptually proposed, access to the future public park, which would be developed by the City, would be provided via one new driveway from Santa Anita Avenue located in the southern corner of the future City park area. The City currently does not have applicable requirements for the number of parking stalls for recreational areas. The Final EIR predicts the future public park component would provide 154 standard parking stalls. All drive aisles for both developments will accommodate standard fire lane turning radiuses and hammerhead turnaround maneuvers for emergency vehicles and fire services.

SEMMC Section 17.16 (Off-Street Parking and Loading), requires parking one parking space for every one thousand square feet of floor area for warehousing uses and one parking space per every three hundred square feet of floor area for ancillary office uses (if conservatively calculated separately). The proposed industrial project satisfies the minimum parking requirements per the following breakdown below:

Proposed Use	Size of Area	Required
Warehouse	201,815 sq. ft.	(1/1,000) = 202
Office	20,000 sq. ft.	(1/300) = 67
	Total Proposed Total Required	277 269

Landscaping

The industrial project proposes landscaping along the lot's frontage, the perimeters on the north and west, and along the parking area. Per SEMMC Section 17.09.070, the front five feet of the property and a minimum of five percent or 22,230 square feet of the parking area must be landscaped. The industrial project proposes approximately 12.7 percent or 56,470 square feet of landscaping for the site, which exceeds that requirement.

CONDITIONAL USE PERMIT

In order to grant a CUP, the Commission must make the following finding pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.060:

1. **The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.**

The nearest residential properties to the east across the Project are over 200 feet from the nearest property line, with various screening and buffering methods implemented for the industrial building to ensure the use will not result in significant aesthetic impacts. The truck dock area for the industrial development will be secured and shielded by a 14-foot-high concrete screen wall and a landscaped perimeter along the lot lines. The CEQA analyses included a health risk assessment taking into account the nearby residential

neighborhoods and concluded there would not be significant impacts. Many of the surrounding parcels adjacent to the subject property are currently utilized with a range of uses including residential, industrial, commercial and park uses. The approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general because the industrial project, as conditioned, will be required to operate in a way that does not negatively impact the area through conditions imposed, including pursuant to the Final EIR MMRP, and complements existing adjacent land uses.

Development Agreement

The project will be facilitated by a Development Agreement (DA) by and between the City and the Applicant for the project. The DA requires approval by the City Council by Ordinance. The DA will include, among other things, a Public Open Space (City Park) Donation Agreement for the public park component to be dedicated to the City for future development by the City upon City satisfaction of certain conditions precedent, as specified therein. The DA would also include any requirements for a freeway adjacent digital billboard and where the billboard would be required to comply with all applicable federal, State, and local laws and regulations including, but not limited to, Caltrans requirements under the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act, and the California Vehicle Code.

ENVIRONMENTAL REVIEW: State CEQA Guidelines Section 15063 provides that if a lead agency determines that an EIR will clearly be required for a project, an Initial Study is not required. Pursuant to CEQA Guidelines Section 15082, the City of South El Monte prepared and circulated a Notice of Preparation (NOP) to affected agencies and interested parties for a public review period beginning on July 2, 2024. The deadline to submit comments on the NOP was August 1, 2024. The NOP was distributed to the State Clearinghouse, as well as agencies, organizations, and persons considered likely to be interested in the Project and the potential impacts. Six comment letters were received during the comment period: South Coast Air Quality Management District (SCAQMD), California Department of Transportation (Caltrans), Los Angeles County Sanitation Districts, and three members of the public. Pursuant to Section 21083.9 of the CEQA Statute, the City held a Scoping Meeting on July 22, 2024, at 6:30 p.m. at the City of South El Monte in the City Hall Council Chambers. Four members of the public were present. Each of the comments received were subsequently addressed in the preparation of the Draft EIR. The completed Draft EIR concluded that the Project would result in a significant unavoidable impact related to greenhouse gas emissions (GHG) emissions. All other impacts would be less than significant or less than significant with mitigation.

With respect to GHG emissions, while the South Coast Air Quality Management District (SCAQMD) has not adopted its proposed 3,000 metric tons of CO_2e ($MTCO_2e$) threshold, the EIR's analysis conservatively uses the proposed 3,000 $MTCO_2e$ screening threshold. Project construction and operation would generate approximately 7,977 $MTCO_2e$ per year, and therefore exceed the 3,000 $MTCO_2e$ per year threshold despite implementing mitigation measures. The Project would also be required to comply with Laws, Ordinances, and Regulations (LOR) which would be required by local, State, or federal regulations or laws (i.e., California Code of Regulations and California Green Building Standards Code). The majority of the unmitigated GHG emissions (89%) are associated with non-construction related mobile sources. Additional mitigation to reduce the Project's mobile emissions is not feasible due to the limited ability of the City to address emissions resulting from mobile sources and/or emissions generated by cars and trucks outside of

the City's limits. As such, the Project would generate GHG emissions, either directly or indirectly, that would exceed SCAQMD thresholds despite all feasible mitigation measures, resulting in a significant and unavoidable impact.

Five comment letters were received during the comment period: California Department of Fish and Wildlife (CDFW; 2 letters), SCAQMD (2 letters), and Caltrans (1 letter). Responses to comments were prepared and did not require any changes to the conclusions of the EIR. The Draft EIR, Responses to Comments, as well as the Mitigation Monitoring and Reporting Program (MMRP) are collectively referred to as the Final EIR. Planning staff determined that the Final EIR prepared for the Project satisfies the requirements of CEQA.

Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommends approval by the City Council to certify the Final EIR, adopt CEQA Findings of Fact, and adopt a Statement of Overriding Considerations for the project in compliance with the CEQA Statute and the CEQA Guidelines.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Department. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Community Development Department.

CONCLUSION: The proposed industrial project is consistent with the proposed General Plan Amendment and Zone Change. The industrial project, including the Subdivision, meets all of the development standards of the California Subdivision Map Act and the South El Monte Municipal Code, subject to final City Council approvals. The proposed industrial project will provide a beneficial modern employment and revenue generating industrial development on an underutilized site appropriately located within close proximity to State Route 60. Pursuant to the Development Agreement, the project will also facilitate the future construction of a public park by the City, which would help meet the recreational needs of the City. The proposed industrial project is a high-quality modern development, and the partnership created by the Development Agreement will provide positive economic and public benefits to the City, as detailed in the Development Agreement. Staff recommends that the Planning Commission: (i) adopt Resolution No. 26-02, recommending that the City Council certify the Final EIR, adopt CEQA Findings of Fact, adopt a Statement of Overriding Considerations, approve General Plan Amendment (No. 23-03), approve Zone Change (No. 23-01), and (ii) adopt Resolution No. 26-03, and 26-04, conditionally approving a Subdivision (No. 23-01) and Conditional Use Permit (No. 23-07) for the project.

ATTACHMENT(S):

A. Resolution No. 26-02
B. Resolution No. 26-03
C. Resolution No. 26-04
D. Vicinity Aerial
E. Project Plans

F. Final EIR, Mitigation Monitoring Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments

PLANNING COMMISSION

RESOLUTION NO. 26-02

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2024070062), INCLUDING A MITIGATION MONITORING AND REPORTING PROGRAM; ADOPT CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS RELATED THERETO; AND APPROVE A GENERAL PLAN AMENDMENT (NO. 23-03) AND ZONE CHANGE (NO. 23-01) TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL-MANUFACTURING AND THE EXISTING ZONING DESIGNATION FROM COMMERCIAL TO MANUFACTURING FOR AN INDUSTRIAL PROJECT IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners ("Applicant") has filed applications for a General Plan Amendment (No. 23-03) and Zone Change (No. 23-01) to change the land use designation from "Commercial" to "Commercial-Manufacturing" and the zoning designation from "Commercial" to "Manufacturing," in order to allow for the development of an approximately 221,815 square-foot industrial building ("Project") on an approximately 10.7-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"). The legal description of the Property will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property.

WHEREAS, pursuant to the Development Agreement for the Project, an approximately 10.7-acre portion of the Property will be donated by the Applicant to the City of South El Monte ("City") for the future development of a public park by the City upon satisfaction of certain conditions precedent, as specified therein ("City Park Project").

WHEREAS, concurrently herewith, Applicant has filed applications for Planning Commission approval of Subdivision (No. 23-01) (Tentative Parcel Map No. 084463), and Conditional Use Permit (No. 23-07).

WHEREAS, the City has undertaken review under the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000, *et seq*. and California Code of Regulations ("CEQA Guidelines") Title 14, Sections 15000, *et seq*.

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.030, the Project in part requires Planning Commission review and recommendation to City Council because certification of the Final EIR (defined below), adoption of CEQA Findings of Fact and a Statement of Overriding Considerations related thereto, General Plan Amendment, and Zone Change approval require City Council action.

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

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

SECTION 1: The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: State CEQA Guidelines Section 15063 provides that if a lead agency determines that an EIR will clearly be required for a project, an Initial Study is not required. Pursuant to CEQA Guidelines Section 15082, the City of South El Monte prepared and circulated a Notice of Preparation (NOP) to affected agencies and interested parties for a public review period beginning on July 2, 2024. The deadline to submit comments on the NOP was August 1, 2024. The NOP was distributed to the State Clearinghouse, as well as agencies, organizations, and persons considered likely to be interested in the Project and the potential impacts. Six comment letters were received during the comment period: South Coast Air Quality Management District (SCAQMD), California Department of Transportation (Caltrans), Los Angeles County Sanitation Districts, and three members of the public. Pursuant to Section 21083.9 of the CEQA Statute, the City held a Scoping Meeting on July 22, 2024, at 6:30 p.m. at the City of South El Monte in the City Hall Council Chambers. Four members of the public were present. Each of the comments received were subsequently addressed in the preparation of the Draft EIR. The completed Draft EIR concluded that the Project would result in a significant unavoidable impact related to greenhouse gas emissions (GHG) emissions. All other impacts would be less than significant or less than significant with mitigation.

With respect to GHG emissions, while the South Coast Air Quality Management District (SCAQMD) has not adopted its proposed 3,000 metric tons of CO2e (MTCO2e) threshold, the EIR's analysis conservatively uses the proposed 3,000 MTCO2e screening threshold. Project construction and operation would generate approximately 7,977 MTCO2e per year, and therefore exceed the 3,000 MTCO2e per year threshold despite implementing mitigation measures. The Project would also be required to comply with Laws, Ordinances, and Regulations (LOR) which would be required by local, State, or federal regulations or laws (i.e., California Code of Regulations and California Green Building Standards Code). The majority of the unmitigated GHG emissions (89%) are associated with non-construction related mobile sources. Additional mitigation to reduce the Project's mobile emissions is not feasible due to the limited ability of the City to address emissions resulting from mobile sources and/or emissions generated by cars and trucks outside of the City's limits. As such, the Project would generate GHG emissions, either directly or indirectly, that would exceed SCAQMD thresholds despite all feasible mitigation measures, resulting in a significant and unavoidable impact.

Five comment letters were received during the comment period: California Department of Fish and Wildlife (CDFW; 2 letters), SCAQMD (2 letters), and Caltrans (1 letter). Responses to comments were prepared and did not require any changes to the conclusions of the Draft EIR. The Draft EIR, Responses to Comments, as well as the Mitigation Monitoring and Reporting

Program (MMRP) are collectively referred to as the "Final EIR". Planning staff determined that the Final EIR prepared for the Project satisfies the requirements of CEQA and the Planning Commission concurs with that determination.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Department. The Project's Mitigation Monitoring & Reporting Program is attached hereto as Exhibit "B." The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Community Development Department.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-02 by reference, the Planning Commission hereby finds:

The proposed amendment to the General Plan changing the Property's land use designation from Commercial to Commercial-Manufacturing would allow the site to be developed with an industrial use, which is consistent with the area, including similar uses around Santa Anita Avenue. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project. Furthermore, the General Plan amendment is intended to promote balanced and dynamic economic growth in the area and address the economic and open space and recreation needs of the City and surrounding region. The General Plan amendment would also be consistent with the following goals and objectives of the Land Use and Resource Elements of the General Plan:

Land Use Element

(1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a long vacant property into productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

(2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new industrial development along with the General Plan Amendment and Zone Change will allow new businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

(3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

(4) Goal 3.0: *Accommodate new development that is compatible with and*

complements existing land uses. The Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

(5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new industrial building and public park uses on a property that has lain vacant for many years but, will also provide off-site public improvements and improve the property's flood storage capacity via storage basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project will also aloe for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

(1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

(2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 4: The Planning Commission has determined that the following findings can be made in favor of the proposed Zone Change pursuant to Section 17.03.150 (Planning Commission Procedure) of the South El Monte Municipal Code:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City*. The Project will allow for the development of the property with a revenue and employment generating industrial use that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed zone change will allow for improvements to the property that will address the City's economic and employment needs. The Project will also improve the Property's flood storage capacity via Storage Basin improvements (as defined in the Final EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area, which will benefit the City. Pursuant to the Development Agreement for the Project, the Project will also allow for the City Public Park Project, which will help meet the City's recreational needs.

2. *The proposed change is in conformance with the purpose of Chapter 17.03 of the SEMMC, and with all applicable, officially adopted policies and plans.* The proposed

Project will change the Property from its existing zoning of Commercial to Manufacturing to ensure the industrial use proposed as part of the Project will conform to the Zoning Code and General Plan.

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified*. As detailed in the Final EIR for the Project, the use will not change the level of service of the surrounding streets and wastewater generation, storm drainage facilities, and water services all are anticipated to meet project demands.

4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question*. Since the Property is currently undeveloped with no present uses, the proposed zone change from Commercial to Manufacturing would be compatible with present and future uses, including the industrial use proposed as part of the Project.

SECTION 5: The Planning Commission of the City of South El Monte hereby **recommends** that the City Council certify the Final Environmental Impact Report; adopt the Findings of Fact and Statement of Overriding Consideration, approve the General Plan Amendment No. 23-03, and Zone Change No. 23-01 for the Project.

SECTION 6: Exhibits "A" and "B" hereto are incorporated herein by reference.

ADOPTED this 24th day of February 2026.

_____
Chair of the Planning Commission

ATTEST:

_____
Secretary, Renee Reyes

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that Resolution No. 26-02 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 24th day of February, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Secretary, Renee Reyes

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

Commitment No. NCS-1215033-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY

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07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-1, 16-4S.1 AND 16-4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

For conveyancing purposes only: APN 8119-005-032

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EXHIBIT "B"

MITIGATION MONITORING & REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

SOUTH EL MONTE FIELDS AND BUSINESS PARK PROJECT

(SCH NO. 2024070062)

Prepared for	City of South El Monte Community Development Department 11333 Valley Blvd 2nd Floor El Monte, California 91731
Prepared by	Kimley-Horn and Associates, Inc. 1100 W. Town & Country Road, Suite 700 Orange, California 92868

February 2026

Kimley»Horn

PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that all public agencies establish monitoring and/or reporting procedures for mitigation adopted as conditions of approval in order to mitigate or avoid significant environmental impacts. This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor the Mitigation Program outlined in the South El Monte Athletic Fields and Business Park Project Environmental Impact Report (EIR), State Clearinghouse No. 2024070062. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code. Specifically, Section 21081.6 states:

(a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:

(1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.

(2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

CEQA Guidelines Section 15097 provides clarification of mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The reporting or monitoring program must be designed to ensure compliance during project implementation. The City of South El Monte is the Lead Agency for the Project and is therefore responsible for ensuring the implementation of the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

BACKGROUND

The Mitigation Program identified in the EIR outlines the standard conditions of approval and mitigation measures for which implementation of the Project would be consistent with.

The MMRP defines the following for each Mitigation Program element:

- **Definition.** The Mitigation Program element contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to be taken in mitigation.
- **Time Frame.** In each case, a time frame is provided for performance of the mitigation or the review of evidence that mitigation has taken place. The performance points selected are designed to ensure that impact-related components of Project implementation do not proceed without

establishing that the mitigation is implemented or ensured. All activities are subject to the approval of all required permits from agencies with permitting authority over the specific activity.

- **Monitoring/Reporting Method.** The actions required to ensure the measure is implemented are noted.
- **Responsible Party or Designated Representative.** Unless otherwise indicated, an applicant would be the party responsible for implementing the mitigation, and the City South El Monte or designated representative would be responsible for monitoring the performance and implementation of the mitigation measure. To guarantee that the mitigation will not be inadvertently overlooked, a supervising public official acting as the Designated Representative is the official who grants the permit or authorization called for in the performance. Where more than one official is identified, permits or authorization from all officials shall be required.

The last column of the MMRP table will be used by the parties responsible for documenting when implementation of the measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by the City of South El Monte. The completed MMRP and supplemental documents will be kept on file at the City of South El Monte Community Development Department, Planning Division.

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
Aesthetics					
MM AES-1: Stadium lights at the future City park athletic fields shall comply with the following requirements: a. **Orientation.** Fixtures shall be oriented in such a way that they direct light downward and toward the field, ensuring that no direct light is emitted towards adjacent lands. b. **Full Cutoff Fixtures.** Fixtures shall be "full cutoff" type to direct light exclusively onto the playing surface and avoid light spill and glare beyond the field boundaries. c. **Shielding.** Shielding or deflectors shall be installed to reduce light spill. d. **Lighting Intensity.** The lighting intensity shall not exceed necessary levels for safety and visibility. e. **Dimming Capabilities.** Lights shall be dimmable to adjust levels based on the activity or time of day. f. **Scheduling Controls.** The lighting system shall have an automatic timer to turn off all lights promptly after events and practices, and to limit unnecessary lighting during non-use periods (e.g., after 10:00 PM). g. **Maintenance and Adjustments.** The lighting system shall be subject to annual inspection and adjustments to ensure ongoing compliance with the requirements outlined above. In the event that the above requirements are no longer being met, corrective measures, including re-aiming lights, upgrading fixtures, or adjusting light levels, shall be implemented immediately.	Prior to installation of stadium lighting	Verify compliance on Project plans On-site inspections	City of South El Monte Community Development Department, Planning Division; Building & Safety Division		
MM AES-2: Digital Billboard. The billboard shall comply with the following requirements: • The display brightness shall be controlled by a photocell or light sensor that adjusts the brightness to the required level based on ambient light conditions without the need for human input. Use of other brightness adjustment methods, such as timer- or calendar-based systems, shall only be used as a backup system. • The billboard shall comply with outdoor advertising requirements under the Caltrans Federal Highway Beautification Act and the California Outdoor Advertising Act. • The display shall be factory-certified as capable of complying with the City's illumination requirements. • The sign shall be equipped with a control system that, in the event of a display or control malfunction, "freezes" the display on either a single, unchanging message, or a blank screen. • Any sign area not comprising the digital display panel is prohibited. This area includes, but is not limited to, static sign area, appendages, cutout letters, and figures.	Prior to installation of digital billboard	Verify compliance on Project plans On-site inspections	City of South El Monte Community Development Department, Planning Division; Building & Safety Division Caltrans		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
• Where screen transitions are used, the transitions shall not give the appearance of moving text or images. The sign copy shall not use flashing, intermittent, or moving lights or produce the optical illusion of movement. • Each sign copy shall be displayed for a minimum of four seconds. The still images shall move or present the appearance of motion and shall not use flashing, scintillating, blinking, or traveling lights or any other means not providing constant illumination. Transition or blank screen time between one still image and the next shall not exceed one second. • The digital billboard shall comply with all applicable laws and regulations concerning brightness, including, without limitation, California Vehicle Code Section 21466.5, as amended.					
Biological Resources					
MM BIO-1: Regardless of the results of focused burrowing owl surveys, a qualified biologist shall conduct a take avoidance preconstruction survey no less than 14 days prior to the onset of construction activities within the construction limits of the project site and a 500-foot buffer. A second survey shall be conducted within 24 hours prior to the onset of construction activities. Surveys shall be conducted at least seven days apart. The surveys shall assess the presence of burrowing owls and occupied nest burrows and be conducted in accordance with the most current California Department of Fish and Wildlife (CDFW) survey methods. If burrowing owls are not observed during the preconstruction survey, no additional conditions may be required to avoid impacts to burrowing owl. A preconstruction survey shall be repeated if Project activities are suspended or delayed more than 14 days from the second survey. If burrowing owl is documented on site, occupied burrowing owl burrows shall not be disturbed without CDFW authorization. Disturbance avoidance buffers shall be determined and set up by a qualified biologist in accordance with the recommendations included in the BUOW Guidelines (CDFW 2012). A biologist shall be contracted to perform monitoring during all construction activities approximately every other day. The definitive frequency and duration of monitoring shall be dependent on whether it is the breeding versus non-breeding season and the efficacy of the exclusion buffers, as determined by a qualified biologist and in coordination with CDFW. The project applicant shall submit at least one burrowing owl preconstruction survey report to the satisfaction of the City of South El Monte and CDFW to document compliance with this avoidance and minimization measure. For the purposes of this avoidance and minimization measure, "qualified biologist" is a biologist who meets the requirements set forth in the BUOW Guidelines (CDFW 2012).	Preconstruction survey conducted no less than 14 days prior to the onset of construction activities A second survey shall be conducted within 24 hours prior to the onset of construction activities If burrowing owl is documented on-site, biological monitoring	Verify preconstruction survey report	Qualified Biologist City of South El Monte Community Development Department, Planning Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
MM BIO-2: If take avoidance pre-construction burrowing owl surveys are positive and avoidance is not possible, either directly or indirectly, the California Department of Fish and Wildlife (CDFW) shall be consulted and, if necessary, a California Endangered Species Act Incidental Take Permit (CESA ITP) shall be obtained authorizing take of burrowing owl incidental to approved project activities. All Conditions of Approval outlined in the CESA ITP shall be fully implemented and strictly followed. Conditions of Approval may include, but are not limited to, worker education program, construction/compliance monitoring, best management practices, CDFW notifications, compliance reporting, final mitigation reporting, take minimization measures, burrowing owl mortality reduction plan, burrow replacement plan, pre-construction surveys, burrow avoidance measures, burrow blockage requirements, burrow excavation requirements, operations and maintenance take avoidance measures, habitat management land acquisition, and endowment fund. If the burrowing owl is no longer a candidate or listed species under CESA at the time of Project construction, an ITP would not be required.	If burrowing owl are present and cannot be avoided during preconstruction surveys	Verification of CESA ITP, if burrowing owls are detected	Qualified Biologist California Department of Fish and Wildlife (CDFW) City of South El Monte Community Development Department, Planning Division		
MM BIO-3: To avoid impacts to special-status resources and inadvertent disturbance to areas outside the limits of the Project activities, the following monitoring requirements and Best Management Practices (BMPs) shall be implemented: a. To prevent inadvertent disturbance to areas outside the limits of work, the construction limits shall be clearly demarcated (e.g., installation of flagging or temporary visibility construction fence) prior to ground-disturbance activities, and all construction activities, including equipment staging and maintenance, shall be conducted within the marked disturbance limits. The work limit delineation shall be maintained throughout project construction. The use of whiskers with stakes or marking paint is recommended to maintain integrity of work limits. b. With the exception of any burrowing owls, the qualified biologist shall flush any special-status wildlife species (i.e., avian or other mobile species) from suitable habitat areas within the project development footprint to the maximum extent practicable immediately (e.g., within 24 hours) prior to initial vegetation removal activities. The biologist shall flush wildlife by walking through habitat to be imminently removed. c. Construction vehicles shall not exceed 15 miles per hour on unpaved roads adjacent to the project site or the right-of-way accessing the site. d. To the degree feasible, construction activities shall occur during daytime hours. Permissible nighttime activities could include pouring of concrete for the warehouse foundation during early and/or nighttime hours. e. If trash and debris need to be stored overnight during maintenance activities, fully covered trash receptacles that are animal-proof and weather-proof shall be used by the maintenance contractor to	Prior to ground-disturbance activities Ongoing during grading and construction	Verify compliance on Project plans On-site inspections	Project Applicant or its contractors Qualified Biologist City of South El Monte Community Development Department, Planning Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Alternatively, standard trash receptacles may be used during the day, but must be removed each night. f. The operator shall not permit pets on or adjacent to construction sites. g. At the end of each workday during construction and in the morning prior to the start of each workday during construction, the applicant or its contractors, shall cover all excavated, steep-sided holes or trenches more than eight inches deep and that have sidewalls steeper than 1:1 (45 degree) slope with plywood or similar materials, or provide a minimum of one escape ramp per 100 feet of trenching (with slopes no greater than 3:1) constructed of earth fill or wooden planks. The project biologist shall thoroughly inspect holes and trenches for trapped animals during biological monitoring. h. The applicant, or its contractors, shall screen, cover, or elevate at least one foot above ground, all construction pipe, culverts, or similar structures with a diameter of three inches or greater that are stored on site overnight. These pipes, culverts, and similar structures shall be inspected by the project biologist for wildlife before such material is moved, buried, or capped. i. The applicant, or its contractors, shall avoid the use of invasive plant species in the landscaping associated with the development. Invasive species with Moderate or High on the California Invasive Plant Council (Cal-IPC) list (https://www.cal-ipc.org/plants/inventory) are prohibited from use and shall be removed if found on site. The applicant or contractor shall refer to state resources for lists of appropriate native plant replacements (e.g., Calscape [https://www.calscape.org] and CNPS [https://www.cnps.org/gardening]).					
MM BIO-4: Project impacts on non-native grassland (21.6 acres) shall be mitigated at a 0.5:1 ratio through the purchase of 10.8 acre of grassland habitat at an approved mitigation bank, such as the Petersen Ranch Mitigation Bank. Confirmation of the purchase of grassland habitat at an approved mitigation bank shall be provided to the City of South El Monte Community Development Department prior to the issuance of the first action or permit for site disturbance.	Prior to the issuance of the first action or permit for site disturbance	Verification of purchase of grassland habitat at approved mitigation bank	City of South El Monte Community Development Department, Planning Division		
MM BIO-5: To ensure compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC) Sections 3503, 3503.5, and 3513 and to avoid potential impacts to nesting birds, vegetation clearing, and ground-disturbing activities shall be conducted outside of the bird nesting season (generally January 15 to August 31 for raptors and February 15 to August 31 for other bird species). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within seven days prior to any disturbance of the site, including but not limited to vegetation clearing, disking, demolition	If within nesting bird season, within seven days prior to any disturbance of the site Biological monitoring ongoing during construction	Verify nesting bird survey conducted	Qualified Biologist City of South El Monte Community Development Department, Planning Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
activities, and grading. If the qualified biologist determines that no active bird or raptor nests occur, the activities shall be allowed to proceed without any further requirements. If active nests of any species protected by the MBTA or CFGC are identified, the biologist shall establish suitable disturbance limit buffers around the nests marked using flagging or staking. The disturbance limit buffer size shall depend on the site conditions, level of activity within the buffer, and species observed. The disturbance limit buffer zones shall be avoided until the nests are no longer occupied. Any active nests shall be monitored by a qualified biologist during active construction, at a frequency determined using their best professional judgment, but not less than twice per week. If potential affects to nesting birds are observed, avoidance and minimization measures may be adjusted, and construction activities stopped or redirected by the qualified biologist using their best professional judgement to avoid take of nesting birds. Once a nest is no longer occupied and the juvenile birds can survive independently from the nest, the project can proceed without further regard to the nest site.					
MM BIO-6: To avoid impacts on the pallid bat, any on-site abandoned structures and all trees with suitable roosting cavities shall be surveyed by a qualified biologist prior to demolition or removal. Pre-construction surveys shall take place no more than 14 days prior to the start of demolition activities. If active roosts are identified, a biological monitor shall be employed to direct avoidance measures. If bats are detected during pre-construction surveys, biological monitoring shall be conducted by a qualified biologist to ensure that project activities do not result in direct take. The biologist shall be present for all demolition or tree removal activities in areas known or suspected to support roosting bats as determined by the qualified biologist. The biological monitor shall perform clearance surveys at the start of each workday in areas scheduled for immediate demolition. The monitor shall direct project activities away from special-status bat species, should they be found on site, to ensure that impacts on these species are avoided to the fullest extent possible. If present, bats are expected to flush from the project site at the onset of demolition activities. However, if they persist on site through demolition of non-roost site areas, consultation with the CDFW may be required.	Preconstruction surveys no more than 14 days prior to start of demolition or removal of any on-site abandoned structures or trees Ongoing biological monitoring, if bats are detected	Verify preconstruction survey conducted	Qualified Biologist City of South El Monte Community Development Department, Planning Division		
Cultural Resources					
MM CUL-1: In the event that cultural resources (archaeological or historical) are inadvertently unearthed or encountered during excavation and grading activities, all work within 60 feet of the find shall cease and an archaeologist, the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes, shall be contacted. The archaeologist shall meet the Secretary of Interior	During excavation and grading activities.	Verify retention of a Qualified Archeologist Field record and of resource significance	Qualified Archeologist Consulting tribes City of South El Monte, Community		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
professional qualifications in archaeology and will record and evaluate the resource for potential significance. The City of South El Monte, as the lead agency shall consult with the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes regarding the significance of the resource and its potential as a Tribal Cultural Resource (TCR) under CEQA. In the event of the discovery of a TCR, refer to Mitigation Measure (MM) TCR-2. The archaeologist shall determine if the resource meets the CEQA definition of historical (State CEQA Guidelines §15064.5(a)) and/or unique archaeological resources (Public Resources Code [PRC] §21083.2(g)). Should the archaeologist have concerns that the find is potentially significant, the archaeologist shall prepare a mitigation plan for review and approval by the City. If avoidance of the resource(s) is not feasible, salvage operation requirements pursuant to State CEQA Guidelines Section 15064.5 shall be followed.		Consult with consulting Tribes Archaeologist determination of historical and/or unique archaeological resources Mitigation plan by Archaeologist	Development Department, Planning Division		
SC CUL-1: If human remains are encountered during the undertaking, California State Health and Safety Code Section 7050.5 states that excavation shall stop and no further disturbance shall occur within 100 feet of the discovery until the County Coroner has made a determination of origin and disposition of the remains pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery within 48 hours of notification. If the NAHC is unable to identify an MLD, the MLD fails to make a recommendation, or the landowner or his/her authorized representative rejects the recommendation, the human remains and associated items will be interred on the property with appropriate dignity in a location that will not be subject to future disturbance.	During excavation	Determination of deposition and origin Field Inspection NAHC MLD determination and recommendation	County Coroner Native American Heritage Commission (NAHC) Most Likely Descendant (MLD) City of South El Monte, Community Development Department, Planning Division		
Geology and Soils					
SC GEO-1: The Applicant shall submit to the City of South El Monte Building and Safety Department for review and approval, a site-specific design-level geotechnical investigation prepared for the project site by a registered geotechnical engineer. The investigation shall comply with all applicable State and local code requirements and: a) Include an analysis of the expected ground motions at the site from known active faults using accepted methodologies;	Prior to the issuance of the first grading permit for ground-disturbing activities	Design-level geotechnical investigation City's registered geotechnical engineer or third-party registered engineer approval	Project Applicant Registered Geotechnical Engineer City of Rialto's registered geotechnical engineer or third-party registered engineer		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
b) Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable City amendments, to ensure that structures can withstand ground accelerations expected from known active faults; and c) Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding related improvements. Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigation in the site-specific investigations. The structural engineer shall review the site-specific investigations, provide any additional necessary measures to meet Building Code requirements, and incorporate all applicable recommendations from the investigation in the structural design plans and shall ensure that all structural plans for the Project meet current Building Code requirements. The City's registered geotechnical engineer or third-party registered engineer retained to review the geotechnical reports shall review each site-specific geotechnical investigation, approve the final report, and require compliance with all geotechnical requirements contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and all other relevant construction permits. The City shall review all Project plans for grading, foundations, structural, infrastructure and all other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.			City of South El Monte, Community Development Department, Building and Safety Division		
MM GEO-1: Prior to the issuance of the first grading permits, the City of South El Monte Building and Safety Department shall review all Project plans for grading, foundation, structural, infrastructure, and all other relevant construction permits to ensure compliance with the applicable recommendations from the Geotechnical Investigation. This shall include recommendations related to the discovery of groundwater, wet soils, or unstable soils during grading, stabilization, dewatering, fill materials, and foundations.	Prior to the issuance of the first grading permit	Verify compliance on Project plans	City of South El Monte, Community Development Department, Building and Safety Division		
MM GEO-2: Prior to the issuance of the first grading permit for ground-disturbing activities, the Applicant shall provide evidence to the City of South El Monte Building and Safety Department that a qualified paleontologist has been retained. The selection of the qualified paleontologist shall be subject to the acceptance of the City. If paleontological resources are encountered, the contractor shall immediately cease all earth-moving activities within a 100-foot radius of the area of discovery. The qualified paleontologist shall be contacted to evaluate the significance of the finding and determine an appropriate course of action. If avoidance of the resource(s) is not feasible, salvage operation requirements under State CEQA Guidelines Section 15064.5 shall be followed. After the find has been appropriately avoided or mitigated, work in the area may resume.	Prior to the issuance of the first grading permit for ground-disturbing activities If paleontological resources are encountered, during	Verify retention of a qualified Paleontologist If paleontological resources are unearthed; evaluate significance of findings	Project Applicant Qualified Paleontologist City of South El Monte, Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
	construction earth moving activities				
Greenhouse Gas Emissions					
LOR GHG-1. Require diesel powered construction equipment to turn off when not in use per Title 13 of the California Code of Regulations, Section 2449.	Ongoing during construction	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-2. Limit idling time for commercial vehicles to no more than five minutes per Title 13 of the California Code of Regulations, Section 2485.	Ongoing during construction	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-3. In accordance with California Title 24 Standards, buildings will be designed to have 15 percent of the roof area "solar ready" that will structurally accommodate later installation of rooftop solar panels. If future building operators pursue providing rooftop solar panels, they will submit plans for solar panels prior to occupancy.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-4. Design buildings to be water-efficient. Install water-efficient fixtures in accordance with Section 5.303 of the California Green Building Standards Code Part 11.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-5. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.	Ongoing during demolition and construction	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
LOR GHG-6. Provide storage areas for recyclables and green waste and adequate recycling containers located in readily accessible areas in accordance with Section 5.410 of the California Green Building Standards Code Part 11.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-7. To facilitate future installation of electric vehicle supply equipment (EVSE), construction shall comply with Section 5.106.5.3 (nonresidential electric vehicle charging) of the California Green Building Standards Code Part 11.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
LOR GHG-8. Tenants of the warehouse shall comply with the South Coast Air Quality Management District (SCAQMD) Warehouse Indirect Source Rule (Rule 2305). This rule is expected to reduce NO_X and PM_{10} emissions during operations. Compliance with Rule 2305 is enforced by the SCAQMD through their reporting process and is required for all warehouse projects greater than 100,000 square feet.	Condition of issuance of Building Permit Prior to issuance of Occupancy Permit	Verify compliance on project plans	City of South El Monte, Community Development Department, Building and Safety Division		
MM GHG-1: Electric Landscape Equipment. Prior to the issuance of a tenant occupancy permit for the warehouse, the City of South El Monte Community Development Department, Building and Safety Division shall confirm that tenant lease agreements include contractual language that all handheld landscaping equipment used on site shall be 100 percent electrically powered. The warehouse building, as well as the parking lots for the future City park and warehouse components, shall be equipped with exterior electrical outlets to accommodate this requirement. This requirement shall be included in the third-party vendor agreements for landscape services for the building owner and tenants, as applicable. Therefore, this mitigation measure is applicable to the warehouse and City park.	Prior to the issuance of a tenant occupancy permit for the warehouse.	Review of tenant lease agreements	City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-2: On-Site Renewable Electricity Generation. The Project shall install solar photovoltaic (PV) panels or other source of renewable energy generation on the site or otherwise acquire energy from the local utility that has been generated by renewable sources, that would provide 100 percent of the expected building load.	During the development review process; Prior to issuance of the first to demolition, grading, or building permit	Verify compliance on Project plans and/or renewable energy source documentation	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
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(i.e., the Title 24 electricity demand and the plug-load, anticipated to be approximately 5.75 kilowatt hours per year [kWh/year] per square foot).[1] This mitigation measure is only applicable to the warehouse.					
MM GHG-3: CALGreen Tier 2. Prior to the issuance of a building permit, the Project Applicant or successor in interest, and the City (as applicable) shall provide documentation to the City of South El Monte Community Development Department, Building and Safety Division demonstrating the following: ▪ The warehouse shall be designed to achieve Leadership in Energy and Environmental Design (LEED) certification to meet or exceed CALGreen Tier 2 standards in effect at the time of building permit application. ▪ The Project (warehouse and City park) shall provide facilities to support electric charging stations per the Tier 2 standards in Section A5.106.5.3 (Nonresidential Voluntary Measures) of the 2022 CALGreen Code.	Prior to the issuance of a building permit	Verify compliance on Project plans	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-4: On-site Electricity Efficiency. Prior to the issuance of tenant occupancy permits for the warehouse, the Planning Division shall confirm that tenant lease agreements include contractual language that appliances used on site shall be ENERGY-STAR Certified. This mitigation measure is only applicable to the warehouse.	Prior to the issuance of tenant occupancy permits for the warehouse	Review of tenant lease agreements	Project Applicant City of South El Monte, Community Development Department, Planning Division		
MM GHG-5: Require All-Electric Development. Prior to the issuance of building permits for the warehouse, the City of South El Monte Community Development Department, Building and Safety Division shall confirm that building plans require the Project to use all-electric appliances and end uses instead of natural gas. The Project shall not include natural gas utility lines or connections. This mitigation measure is only applicable to the warehouse.	Prior to the issuance of building permits for the warehouse	Verify compliance on Project plans	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-6: Solid Waste Diversion. The warehouse shall divert a minimum of 75 percent of landfill waste. Prior to issuance of a tenant occupancy permit for the warehouse by the City of South El Monte Community Development Department, Planning Division, a recyclables collection and load area shall be constructed in compliance with City standards for recyclable collection and loading areas. This mitigation measure applies only	Prior to issuance of a tenant occupancy permit for the warehouse	On-site inspections Review of diversion plan	Project Applicant City of South El Monte Community Development		

[1] The expected electricity demand is based on CalEEMod; refer to **Appendix I** of the EIR.

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
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to tenant permits for the warehouse and not the warehouse building shell[2] approvals. The diversion plan shall also comply with the established solid waste and recycling laws including AB 939 and AB 341. The City park shall divert a minimum of 50 percent of land fill waste in compliance with AB 75 and AB 939. In addition, a recyclables collection and load area shall be constructed in compliance with City standards for recyclable collection and loading areas.			Department, Planning Division		
MM GHG-7: Prior to issuance of tenant occupancy permits for the warehouse, the tenant/facility operator shall prepare and submit a Transportation Demand Management (TDM) program detailing strategies that would reduce the use of single occupant vehicles by employees by increasing the number of trips by walking, bicycle, carpool, vanpool and transit. The TDM shall include, but is not limited to the following: ▪ Provide a transportation information center and on-site TDM coordinator to educate residents, employers, employees, and visitors of surrounding transportation options. ▪ Promote bicycling and walking through design features such as showers for employees, self-service bicycle repair area, etc. around the project site. ▪ Promote and support carpool/vanpool/rideshare use through parking incentives and administrative support, such as ride-matching services. ▪ Incorporate incentives for using alternative travel modes, such as preferential load/unload areas or convenient designated parking spaces for carpool/vanpool users. This mitigation measure applies only to tenant occupancy and not the building shell[3] approvals. Therefore, this mitigation measure is only applicable to the warehouse.	Prior to issuance of tenant occupancy permits for the warehouse	Review of TDM program	Tenant/Facility Operator City of South El Monte Community Development Department, Building and Safety Division		
MM GHG-8: Non-Diesel Off-road And Emergency Equipment. Prior to the issuance of a tenant occupancy permit for the warehouse, the City of South El Monte Community Development Department, Building and Safety Division shall confirm that the Project plans and specifications show the following: ▪ All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, and forklifts) are zero emission/powered by electricity. The building shall include the necessary charging stations for cargo handling equipment. Note that SCAQMD Rule 2305 (Warehouse Indirect Source Rule) Warehouse	Prior to the issuance of a tenant occupancy permit for the warehouse	Verify compliance on Project plans	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

[2] Components of the building shell include the floor, walls, roof, doors, and windows.
[3] Ibid.

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
Actions and Investments to Reduce Emissions (WAIRE) points may be earned for electric/zero emission yard truck/hostler usage. This mitigation measure applies only to tenant improvements and not the building shell approvals. ▪ Any and all standard emergency generators shall meet California Air Resources Board Tier 4 Final emissions standards. A copy of each unit's Best Available Control Technology (BACT) documentation (certified tier specification) and CARB or SCAQMD operating permit (if applicable) shall be provided to the City. This mitigation measure is only applicable to the warehouse.					
MM GHG-9: Water Use Efficiency and Conservation Plan. The Project Applicant or designee shall implement a Water Use Efficiency and Conservation Plan that includes the following minimum requirements: **Indoor Conservation Features and Operations*:*** ▪ **Install low-flow Fixtures**: Install low-flow toilets at 1.28 gallons per flush, faucets at 1.2 gallons per minute, showerheads at 1.8 gallons per minute, kitchen faucets at 1.8 gallons per minute. In common areas, install faucets at 0.5 gallon per minute and urinals at max of 0.25 gallon per minute/flush. (These fixtures use less water while maintaining efficient performance.) ▪ **Install dual-flush toilets**: These toilets offer two flush options: one for liquid waste less than 1 gallons per minute and another for solid waste at 1.28 gallons per minute. (This allows the appropriate use of water for flushing needs.) ▪ **Use water-efficient appliances**: The Project Applicant or designee shall install energy-efficient and water-saving appliances with the ENERGY STAR label only. ▪ **The Project will capture and reuse HVAC condensation**: The Project Applicant or designee shall direct condensation from air conditioning units to water plants or for other non-potable uses. ▪ **Good housekeeping and regular maintenance**: The Project Applicant or designee shall regularly check and maintain plumbing fixtures, irrigation systems, and appliances to ensure they are functioning efficiently and not wasting water. **Outdoor Conservation Features and Operations:** ▪ **Install only "Smart Irrigation Systems" for community landscaping**: The Project Applicant or designee shall use smart sprinkler systems that adjust watering schedules based on weather conditions, soil moisture, and plant needs to avoid over or wasteful watering. The Project Applicant or designee shall also incorporate seasonal specific controls to ensure watering occurs during the most efficient times of day.	Condition of issuance of Building Permit Confirmation prior to Certificate of Occupancy	Review of Water Use Efficiency and Conservation Plan On-site inspection	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
▪ **Adjustable Water Pressure Regulator**: The Project Applicant or designee shall install pressure regulators to maintain optimal water pressure, preventing overuse and leaks. ▪ **Drought-tolerant landscaping**: The Project Applicant or designee shall include native and drought-tolerant vegetation that requires less water to thrive and is known to survive in the City of South El Monte. The Project Applicant or designee shall replace drought-tolerant landscaping if it dies through enforceable Project CC&Rs. This mitigation measure is applicable to the warehouse and City park (i.e., restroom facilities and landscaped areas).					
4.9: Hydrology and Water Quality					
SC HYD-1: Prior to issuance of any grading or demolition permits, the Applicant shall provide the City Building and Safety Division evidence of compliance with the NPDES (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resources Control Board (SWRCB). The permit requirement applies to grading and construction sites of one acre or larger. The Project applicant/proponent shall comply by submitting a Notice of Intent (NOI) and by developing and implementing a Stormwater Pollution Prevention Plan (SWPPP) and a monitoring program and reporting plan for the construction site.	Prior to issuance of any grading or demolition permits	Verify permit	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		
SC HYD-2: Prior to issuance of the first grading permit, the Applicant shall submit to the City Engineer for approval, a Standard Urban Stormwater Mitigation Plan (SUMP) in compliance with South El Monte Municipal Code Section 8.44.110, specifically identifying Best Management Practices (BMPs) that shall be incorporated into the Project to control storm water and non-storm water pollutants during and after construction. To ensure compliance, a legal and fiduciary enforcement mechanism in the form of a SUMP shall be executed with the City. This agreement shall additionally be recorded in the office of the County Recorder for the County of Los Angeles. It shall specify BMPs specific to the project site, which shall be integrated into the storm water conveyance plan.	Prior to issuance of the first grading permit	Verify compliance on project plans	Project Applicant City of South El Monte Engineer County Recorder for the County of Los Angeles		
MM HYD-1: Groundwater Dewatering Permits. Prior to initiation of excavation activities, the Project Applicant shall obtain coverage under the Los Angeles Regional Water Resource Control Board (RWQCB) Waste Discharge Requirements for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles And Ventura Counties (Order No. R4-2023-0429, NPDES No. CAG994004), or any other subsequent permit for dewatering activities, and provide evidence of coverage to the City of South El Monte Building and Safety Department. This shall include submission of a Notice of Intent (NOI) for coverage	Prior to initiation of excavation activities	Verify permit	Project Applicant City of South El Monte Community Development Department, Building and Safety Division		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
under the permit to the Los Angeles RWQCB at least 45 days prior to the start of excavation activities and anticipated discharge of dewatered groundwater to surface waters. Groundwater dewatering activities shall comply with all applicable provisions in the permit, including water sampling, analysis, treatment (if required), and reporting of dewatering-related discharges. Upon completion of groundwater dewatering activities, a Notice of Termination shall be submitted to the Los Angeles RWQCB.					
Noise					
SC NOI-1: Prior to issuance of a building permit, the applicant shall demonstrate, to the satisfaction of the City of South El Monte Building Official or Chief Engineer, that the construction contracts include the following: ▪ Noise Shielding and Muffling. The Project will include the installation of noise dampening material and muffling devices consistent with manufacturer's standards or the Best Available Control Technology. Noise dampening material will be installed in equipment hoods, shielding engine noise. Mufflers will be installed on equipment exhaust. All equipment will be properly maintained, and the construction contractor will be required to keep documentation on-site during any earthwork or construction activities demonstrating that the equipment has been maintained in accordance with manufacturer's specifications. ▪ Enclosure of Outdoor Mechanical Equipment. All stationary outdoor mechanical equipment (e.g., generators, compressors) used during construction will be enclosed to reduce the level of noise between the equipment and off-site noise-sensitive uses. ▪ Location of Construction Staging Areas. Construction staging areas will be located as far from noise-sensitive uses as reasonably possible and technically feasible in consideration of site boundaries, topography, intervening roads and uses, and operational constraints.	Prior to issuance of a building permit Ongoing during any earthwork or construction activities	Verify compliance on construction contracts	Project Applicant City of South El Monte Building Official or Chief Engineer		
MM NOI-1: Prior to issuance of a building permit, the applicant shall demonstrate, to the satisfaction of the City of South El Monte Building Official or Chief Engineer, that the construction contracts include the installation of a 10-foot-high temporary construction noise barrier along the portion of the southwest project site boundary line that is within approximately 20 feet of the office/commercial uses within Whittier Narrows Recreation area (as depicted in Figure 4.11-3 of the EIR). The temporary construction noise barrier shall have a sound transmission class (STC) of 25 or greater in accordance with the American Society for Testing and Materials (ASTM) Test Method E90, or a density of at least two pounds per sf to ensure adequate transmission loss characteristics. To achieve this, the barrier may consist of steel tubular framing, welded joints, a layer of 18-ounce tarp, a two-inch thick fiberglass blanket, a half-inch thick weatherwood asphalt sheathing, and 7/16-inch sturdy board siding. An alternate design may be proposed by the applicant provided that the noise	Prior to issuance of a building permit Ongoing during any earthwork or construction activities	Verify compliance on construction contracts	Project Applicant City of South El Monte Building Official or Chief Engineer		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
attenuation requirements above are met. The temporary construction noise barrier shall be free of degrading holes or gaps and shall be designed to prevent structural failure due to factors such as wind, shear, shallow soil failure, earthquakes, and erosion.					
Public Services					
SC PS-1: Prior to issuance of building permits, the Los Angeles County Sheriff's Department (LASD) shall review development plans for the incorporation of defensible space concepts. Public safety planning recommendations shall be incorporated into the Project plans. The Applicant shall prepare a list of project features and design components that demonstrate responsiveness to defensible space design concepts. The LASD shall review and approve all defensible space design features incorporated into the Project prior to initiating the building plan check process.	Prior to issuance of building permits	Verify compliance on Project plans	Project Applicant Los Angeles County Sheriff's Department (LASD) City of South El Monte, Community Development Department, Planning Division		
SC PS-2: Prior to the issuance of the first grading permit and/or action that would permit site disturbance, the Applicant shall provide evidence to the Los Angeles County Sheriff's Department (LASD) that a construction security service or equivalent service shall be established at the construction site along with other measures, as identified by the LASD, to be instituted during the grading and construction phase of the Project.	Prior to the issuance of the first grading permit and/or action that would permit site disturbance	Verify compliance on Project plans	Project Applicant Los Angeles County Sheriff's Department (LASD) City of South El Monte, Community Development Department, Planning Division		
Tribal Cultural Resources					
MM TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities. The project applicant/City of South El Monte shall retain a Native American Monitor approved by the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the Project inclusive of the warehouse and future City park at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project,	Monitor shall be retained prior to commencement of any "ground-disturbing activity"	Executed monitoring agreement Daily monitoring logs Written documentation of the conclusion of monitoring	Project Applicant Consulting tribes Native American Monitor City of South El Monte, Community		

South El Monte Athletic Fields and Business Park Project Mitigation Monitoring and Reporting Program					
Standard Conditions; Mitigation Measures; Laws, Ordinances and Regulations	**Implementation Timing**	**Monitoring/ Reporting Method**	**Responsible Party for Implementation/ Approval**	**Verification**	
				Date	**Initials**
such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the City of South El Monte (lead agency) prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor shall complete daily monitoring logs that shall provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs shall identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes from a designated point of contact for the project applicant/City of South El Monte that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the consulting tribes to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact TCRs.	Monitoring during ground disturbing activity		Development Department, Planning Division		
MM TCR-2: Discovery of Tribal Cultural Resources. Upon discovery of any tribal cultural resources (TCRs), all construction activities in the immediate vicinity (i.e., not less than the surrounding 50 feet) of the discovery shall cease. The Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes shall be immediately informed of the discovery, and the Native American Monitor shall promptly evaluate the TCR. The City shall consult with the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrielino Tongva Indians of California, and any other consulting tribes to determine the appropriate treatment and/or final disposition for the TCR, which may include one of the following options: preservation in place/avoidance, on-site reburial/relocation, data recovery/excavation, curation, or transfer to the consulting tribes. No project construction activities shall resume in the surrounding 50 feet of the discovered TCR unless and until its assessment/evaluation/recovery has been completed.	During ground-disturbing and excavation activities	Field evaluation by Native American Monitor Consultation with consulting tribes Assessment/determination of appropriate treatment	Consulting Tribes Native American Monitor City of South El Monte, Community Development Department, Planning Division		

PLANNING COMMISSION

RESOLUTION NO. 26-03

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING SUBDIVISION NO. 23-01, TENTATIVE PARCEL MAP NO. 084463, TO SUBDIVIDE ONE PARCEL INTO TWO SEPARATE LOTS IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners ("Applicant"), filed an application for a Subdivision (SUBPRE No. 23-01) to subdivide one parcel into two separate lots in order to allow for the future development of an approximately 10.7-acre public city park by the City of South El Monte ("City") ("City Park Project") and development of an approximately 221,815 square-foot industrial building on an approximately 10.5-acre lot ("Project") located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property") into two separate lots ("Subdivision"). The legal description of the Property will change following recordation of the Final Map. For purposes of this Tentative Parcel Map approval, the term "Project Site" means the portion of the Property upon which the Project will be located and does not include the approximately 10.5-acre portion of the Property that is proposed to be developed by the City as part of the City Park Project.

WHEREAS, pursuant to the proposed Development Agreement for the Project, the approximately 10.7-acre lot will be donated by the Applicant to the City for the future development of the City Park Project upon satisfaction of certain conditions precedent, as specified therein, pursuant to a Public Open Space Donation Agreement by and between the Applicant and the City.

WHEREAS no Subdivision is required for the Public Open Space Donation pursuant to the governmental agency conveyance exemption under the Subdivision Map Act (Government Code Section 66428(a)(2)) and City Municipal Code Section 16.08.010(H). Even so, the Subdivision has been deemed desirable by the Applicant and the City.

WHEREAS, concurrently herewith, Applicant has filed applications for: a General Plan Amendment (No. 23-03) and Zone Change (No. 23-01) and Conditional Use Permit (No. 23-07); and

WHEREAS, pursuant to South El Monte Municipal Code ("SEMMC") Section 16.04.015, the Project, in part, requires Planning Commission review and approval because the Project consists of a Tentative Parcel Map application; and

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral including the staff report and all related documents, presented during said public hearing was considered by the Planning Commission in making its determination.

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

SECTION 1: The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines ("CEQA Guidelines" and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, an Environmental Impact Report ("EIR") was prepared for the Project because it was determined there was substantial evidence that approval of the Project may have significant environmental impacts, with mitigation measures. Accordingly, the City prepared a Draft EIR in accordance with CEQA and the CEQA Guidelines, which was made available for public review and comment from August 28, 2025, to October 13, 2025. Pursuant to Section 15074(b) of the CEQA Guidelines, the Planning Commission independently reviewed and considered the contents of the Final EIR, which includes the Draft EIR, Responses to Comments, and the Mitigation Monitoring and Reporting Program ("MMRP"). Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommends approval by the City Council to certify the Final EIR, adopt CEQA Findings of Fact, and adopt a Statement of Overriding Considerations for the Project in compliance with CEQA and the CEQA Guidelines.

The Final EIR (State Clearinghouse No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Final EIR can be found at the State Clearinghouse, and at the City's Community Development Division. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Department of Community Development.

SECTION 3: A record of the public hearing indicates the following:

A. With regard to the application for Vesting Tentative Parcel Map No. 084463 ("TPM"), attached hereto as Exhibit "A", SEMMC Section 16.16.025 provides that the Planning Commission shall not approve a tentative map where:

i. *The proposed subdivision, including design and improvements, is not consistent with the general plan or any applicable specific or precise plan.* The General Plan Land Use designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 will be "Commercial-Manufacturing". The Project is permitted under that General Plan Land Use designation. The City Park Project, including athletic fields, is permitted under both the existing and proposed General Plan Land Use designations. There is no Specific Plan that applies to the Property.

ii. *The site is not physically suitable for the type or proposed density of development.* The grade of the Property is flat and suitable for the Project and can support new development as proposed or in accordance with city regulations.

iii. *The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or injure fish or wildlife or their habitat.* The Property is undeveloped and covered by non-native grasses with sparse patches of ornamental vegetation. The Final EIR prepared for the Project and the City Public Park Project did not identify any threatened or endangered species on the Property

but nevertheless includes seven (7) required mitigation measures for biological resources requiring stadium light shielding features for the future City Public Park Project, pre-construction surveys for burrowing owl and pallid bat, construction best management practices to avoid impacts to special-status species, purchase of grassland habitat at an approved mitigation bank, and compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC) Sections 3503, 3503.5, and 3513. Implementation of those seven (7) mitigation measures will reduce any potential impacts on biological resources to a less than significant level.

iv. *The design of the subdivision or type of improvements is likely to cause serious public health problems.* As articulated in the Final EIR for the Project before the Planning Commission (Resolution No. 26-02), the CEQA analysis in the Final EIR to be certified by the City Council determined mitigation measures addressing potential significant impacts and the findings in the Statement of Overriding Considerations to be adopted by the City Council address the significant and unavoidable greenhouse gas (GHG) emissions impacts, which are not likely to cause serious public health problems.

v. *The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. The city may approve the subdivision if the city finds that the subdivider will provide alternate easements for access or use that are substantially equivalent to the easements previously acquired by the public. This subsection shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction.* There are no conflicts of existing easements since the Applicant incorporated these easements into the design of the Project.

vi. *The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.* Per the Final EIR, a sewer study was conducted and found that no violations would occur.

vii. *A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the city engineer that the subdivider can correct such conditions.* All preliminary reports were submitted to the satisfaction of the City and will be confirmed by the City Engineer.

viii. *The proposed subdivision is not consistent with all applicable provisions of the municipal code and the Subdivision Map Act.* Staff has determined that the Project meets all the requirements of the Subdivision Map Act as well as Title 16 (Subdivisions) of the SEMMC as detailed in the Staff Report.

B. The Project promotes the City's goals and objectives stated in the General Plan as detailed in Section 4. No goal or policy will be impaired.

C. The subdivision of one parcel into two separate lots with public park facilities and

industrial uses as designed and conditioned will not become a nuisance to surrounding properties.

SECTION 4: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-03 by reference, the Planning Commission hereby finds:

A. As conditioned below at Section 7, the Project meets the requirements of the SEMMC, including Title 16, and will not be detrimental to the public health, safety or welfare, nor will it adversely affect nearby properties or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that many of the surrounding parcels include a range of uses including public parks, residential, industrial and commercial uses, ensure that this will hold true in the future.

B. As conditioned, the Project is consistent with the City's General Plan, provided the City Council accepts Planning Commission's recommendation in Resolution No. 26-02 (certifying the Project EIR, approving General Plan Amendment No. 23-03 and Zone Change No. 23.-01). The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

(1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a long vacant property into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

(2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

(3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed Project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

(4) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*. The proposed Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

(5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new industrial building on a property that has lain vacant for many years and will also provide off-site public improvements and will improve the Property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will revitalize the surrounding area.

Resources Element

(1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

(2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 5: Concurrently with the approval of the Tentative Parcel Map, the Applicant is requesting the approval of a Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) which requires final approval by City Council. Thus, the Planning Commission's approval of this Subdivision will be contingent on the approval of the General Plan Amendment and Zone Change by City Council and shall not be effective until such approval by the City Council. The Planning Commission's approval of this Subdivision is also contingent on the City Council's certification of the Final EIR, adoption of CEQA Findings of Fact, and adoption of a Statement of Overriding Considerations for the Project and shall not be effective until such actions are taken by the City Council, which are prerequisites to City Council approval of the Zone Change and General Plan Amendment.

SECTION 6: Exhibits "A" and "B" hereto are incorporated herein by reference.

SECTION 7: Based on the aforementioned findings, the Planning Commission hereby **approves** Subdivision No. 23-01, Tentative Parcel Map No. 084463, subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to

any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development & Public Works within 20 calendar days of the date of the City Council's approval of the Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) for the Project.

3. The Subdivision approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval or per the Development Agreement, whichever is longer.

4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions, and county, state and federal regulations applicable to the project.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.

6. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the Property's parking area and public right-of-way.

7. The Applicant shall maintain all required permits and licenses in good standing.

8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification, or revocation of the Conditional Use Permit.

9. The construction site shall always be kept in a clean manner prior, during, and after construction.

10. The Applicant shall develop the Property as shown in the site plan and landscaping plan approved by the City Council.

11. The Applicant shall provide a detailed landscape and irrigation plan, prepared by a registered Landscape Architect to the Director of Community Development & Public

Works for review and approval prior to submitting the plans to the Building Division.

12. The Applicant shall install drought tolerant landscaping in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:

    a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks, or as approved for stormwater retention plan.
    b. Provide an automated underground irrigation system for all landscaped areas.
    c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment.

13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.

14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Property visible from Lexington-Gallatin Road.

15. There shall be no loading or unloading of materials on the public right of way (Lexington-Gallatin Road).

16. There shall be no queuing or parking of vehicles on or along Lexington-Gallatin Road as a result of this development.

17. At no time shall the site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.

18. No repair of vehicles or freight trucks shall occur at any time.

19. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.

20. For security purposes, lighting shall be place in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.

21. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development & Public Works or designee.

22. Noise generated from the site shall comply with the South El Monte Municipal Code 8.20.

23. The applicant shall incorporate a copy of these conditions of approval and mitigation measures into the approved set of building plans.

24. The final subdivision parcel map shall be finalized and recorded prior to the issuance of building permits, unless the City Attorney determines that a final subdivision parcel map is not required.

25. The applicant understands and agrees that if changes to the original plans (as approved and on file) are required during construction, revised plans shall be provided to the Community Development Department for review and approval prior to the implementation of such changes. Please note that certain changes may also require approvals from other departments/agencies.

26. Subdivision No. 23-01 shall be null and void if General Plan Amendment No. 23-03 and Zone Change 23-01 were to be denied by the City Council.

Public Works Conditions

The following are Engineering/Public Works conditions and shall be incorporated into submittal plans, show the conditions on site plans and on grading plans (No handwritten notes, stickers etc. shall be accepted).

PW1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

PW2. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

PW4. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

PW5. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

PW6. Install new driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.

PW7. Install new concrete sidewalk behind landscaped parkway along the length of the property frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.

PW8. Install an irrigation system and landscape the designated parkway area, and as directed by the City Engineer and/or his/her designee.

PW9. Install new curb and gutter along the length of the property frontage in accordance with SPPWC standard plan 120-2, and as directed by the City Engineer or his/her designee.

PW10. Relocate vault from the sidewalk as directed by the City Engineer or his/her designee.

PW11. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.

PW12. Underground all utility services to the property.

PW13. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.

PW14. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

PARCEL MAP REQUIREMENTS

PW15. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

PW16. A soils report is required.

PW17. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

PW18. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access,

building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

PW19. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

PW20. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

PW21. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

PW22. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

PW23. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit five (5) blueprints and one sepia mylar of the recorded map to the City Public Works Department.

PW24. A reciprocal easement for ingress and egress, sanitary sewer, utility, drainage, water shall be provided for each property that does not front on or have direct access to the public way. Services to each property shall be underground and shall be located in a trench within this easement.

Building Division Conditions

B1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission and City Council Resolutions. This information shall be incorporated into the plans prior to the first submittal for plan check.

B2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.

B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

B4. The building shall be addressed as 825 Lexington-Gallatin RD, and an application to assign unit numbers shall be filed with the City prior to plan check submittal.

B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.

B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.

B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.

B9. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

B10. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=zr7tu632u2staheexj6vqvxvg&dl=0

B11. Prior to submitting grading plans to Engineering Department, LID review shall be completed and approved.

B12. All State of California disability access regulations for accessibility shall be complied with.

B13. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.

B14. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.

B15. Separate application and plan review is required for Electrical plans.

B16. Separate application and plan review is required for Mechanical plans.

B17. Separate application and plan review is required for Plumbing plans.

B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.

B19. Project shall comply with the CalGreen Non-Residential mandatory requirements.

B20. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

B21. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

B22. Separate permit is required for Fire Sprinklers.

B23. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

Los Angeles County Fire Department Conditions

1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.

2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

3. The Final Map shall be submitted to the Land Development Unit for review and approval prior recordation.

4. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.

5. Fire hydrant improvement plans shall be submitted for review and approval prior to the clearance of the final map.

6. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance. Please contact the Fire Prevention Engineering Section at (323) 890-4125 for information on EPICLA submittals.

County of Los Angeles Sheriff's Department Conditions

1. The Department recommends that the principles of Crime Prevention through Environmental Design (CPTED) are incorporated in the design plans. The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenant of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security. The Department recommends installation of security cameras to reduce opportunities for criminal activities, where feasible.

2. The proposed Project will benefit from a landscaping maintenance program that would minimize opportunities for individuals to hide. The Station also recommends limiting the height of hedge-type plants around security gates that would allow visibility from the street. Trees should not block building addresses from street patrol car line of sight.

3. The installation of security cameras for a video monitoring system and building lights with motion sensors is beneficial, where feasible. Appropriate gate hardware such as keypad/keycard access and automatic gate closers can be implemented where feasible to limit unauthorized access and for easy monitoring. In addition, the proposed locations of exterior building security cameras shall be considered in areas where law enforcement can adequately identify vehicle license plates upon entry/exit into the proposed Project with adequate lighting to enhance visibility. Installation of security cameras inside the secured area, at each entry/exit points, at the loading dock, at the rear and at the office, along with interior keypad/keycard access should be considered where feasible. An alarm system is also recommended to discourage criminal activity and generate response calls. Alarms should be considered to be installed on all access points and fences, with motion detection on the interior of the warehouse & office.

4. Provide numerical addresses in font size on the corner of the building that can be easily viewed and read from the street.

5. A Construction Traffic Management Plan should also be established as part of the proposed Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access should be maintained at all times. Flag persons and/or detours should be provided as needed

to ensure safe traffic operations, and construction signs should be posted to advise motorists of reduced construction zone speed limits.

6. Effective traffic and security plans should be developed to address potential issues from criminal activity at the proposed Project site, in coordination with all jurisdictional approvals.

7. The Project Applicant will be required to pay all applicable development fees associated with the Project.

Mitigation Measures

1. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and certified by the City Council upon completion of the Environmental Impact Report, shall be made part of the conditions of approval.

2. The applicant and any successor owners shall be responsible for implementing the mitigation measures and conditions of approval and provide all necessary documentation.

SECTION 8: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.130.

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED this 24th day of February, 2026.

_____
Chair of the Planning Commission

ATTEST:

_____
Secretary, Renee Reyes

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-03 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 24th day of February 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of TPM No. 084463

Commitment No. NCS-1215033-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY

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07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-1, 16-4S.1 AND 16-4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

For conveyancing purposes only: APN 8119-005-032

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EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 084463

TENTATIVE PARCEL MAP NO. 084463

825 LEXINGTON-GALLATIN ROAD
SOUTH EL MONTE, CA 91733

SITE INFORMATION

SITE ADDRESS:	825 LEXINGTON–GALLATIN ROAD SOUTH EL MONTE, CA 91733
APN:	8119–005–032
DATE PREPARED:	6/11/2024
TOTAL SITE AREA:	22.18 AC
GROSS LAND AREA:	21.14 AC
FLOOD ZONE:	X
ZONING CLASSIFICATION:	COMMERCIAL
EXISTING USE:	VACANT
PROPOSED USE:	INDUSTRIAL
TOTAL LOTS:	2

PARCEL AREA		
PARCEL 1	455,311 SF	10.45 AC
PARCEL 2	467080 SF	10.72 AC
TOTAL	922,391 SF	21.17 AC

OWNER/DEVELOPER:

MVP SOUTH EL MONTE I, LLC
C/O MAGELLAN VALUE PARTNERS
RICK MARTINEZ
1900 AVENUE OF THE STARS SUITE 2470
LOS ANGELES, CA 90067
(310) 507–9791
RMARTINEZ@MAGELLANVP.COM

CIVIL ENGINEER:

KIMLEY–HORN AND ASSOCIATES, INC.
HUNTER STARKEY, PE (#C87821)
1100 TOWN AND COUNTRY
ORANGE, CA 92868
(714) 705–1360
HUNTER.STARKEY@KIMLEY–HORN.COM

ARCHITECT:

HPA, INC
JAMIE CRUZ, AIA LEED AP BD+C
18831 BARDEEN AVENUE, SUITE 100
(949) 862–2110

LEGAL DESCRIPTION PER TITLE REPORT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH EL MONTE, IN THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATIENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:
LINE:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

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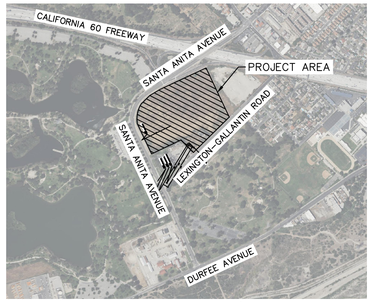
ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE–HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

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GENERAL NOTES

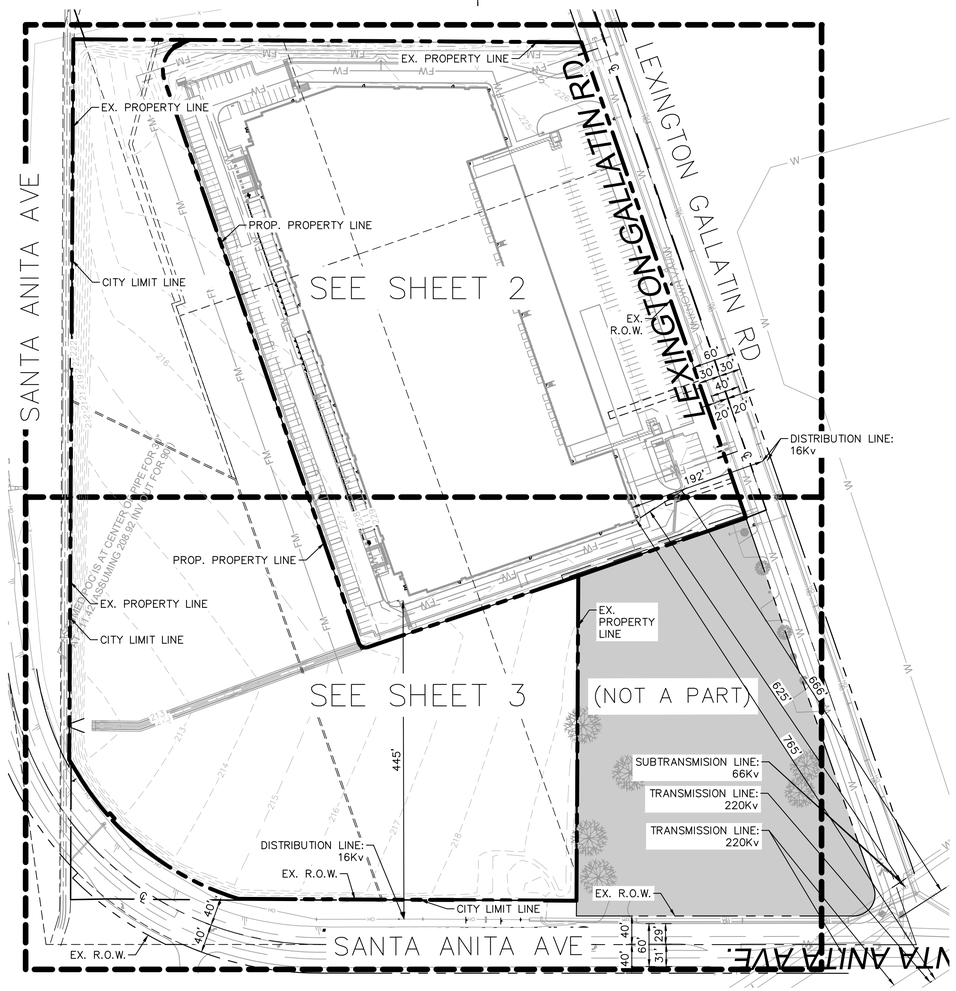
1. GRADE ELEVATIONS SHOWN ON THE TPM ARE APPROXIMATE. THE ELEVATIONS MAY CHANGE BY 10 FEET. ELEVATION CHANGES MAY BE GREATER THAN 10 FEET BUT ONLY IF DETERMINED BY THE CITY OF SOUTH EL MONTE THAT THE REVISIONS ARE CONSISTENT WITH THE INTENT OF THE SUBDIVISION MAP APPROVAL.
2. PARCEL LINES AND PARCEL SIZES CAN BE ADJUSTED PROVIDED NO ADDITIONAL LOTS ARE CREATED. THE DEGREE OF ADJUSTMENT SHALL BE CONSISTENT WITH THE INTENT OF THE SUBDIVISION MAP APPROVAL AND THE SUBDIVISION MAP ACT.
3. ALIGNMENT AND GEOMETRICS OF STREETS, SIDEWALKS, AND UTILITIES ARE APPROXIMATE. ADJUSTMENTS TO STREETS CAN BE MADE PROVIDED THE DEPARTMENTS OF PUBLIC WORKS AND PLANNING DETERMINE THAT THE ADJUSTMENTS ARE CONSISTENT WITH THE INTENT OF THE SUBDIVISION APPROVAL.
4. BUILDING FOOTPRINTS AND ENVELOPES THAT ARE SHOWN ON THE SUBDIVISION MAP OR ACCOMPANYING SITE PLAN ARE ONLY FOR ILLUSTRATIVE PURPOSES. ACTUAL BUILDING LOCATIONS AND FOOTPRINTS MAY VARY AND WILL BE PREVIEWED DURING INDIVIDUAL PROJECT SITE PLAN APPROVAL PROCESSES AND SHALL BE GRANTED PROVIDED THE PROPOSED BUILDING SATISFIES ALL EXISTING CODES AND ORDINANCES.
5. THE LOCATIONS OF APPURTENANT STRUCTURES (E.G., PASEOS, PEDESTRIAN BRIDGES, TRANSIT SHELTERS, WATER QUALITY BASINS, ETC.) MAY BE RELOCATED TO THE SATISFACTION OF PLANNING AND PUBLIC WORKS.
6. PERMISSION GRANTED TO MASS/BULK GRADE.
7. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
8. THIS PROJECT WILL PROCESS AND RECORD CC&RS OR EQUIVALENT FOR THE MAINTENANCE AND COST SHARING RESPONSIBILITY THE FUTURE COMMON UTILITY FACILITIES SERVING THIS SITE, INCLUDING BUT NOT LIMITED TO PRIVATE WATER, FIRE, IRRIGATION, SEWER, DRAINAGE. ETC.
9. ON–SITE SEWER SYSTEMS ARE PRIVATE. ONSITE STORM DRAIN SYSTEMS ARE PRIVATE.
10. ANY EXCAVATION WITHIN THE SIDEWALK SHALL BE REPLACED IN KIND TO THE SATISFACTION OF THE PUBLIC WORKS AGENCY.

811 Know what's below. Call 811 before you dig.



VICINITY MAP
N.T.S.

NORTH



EASEMENT NOTES

SEE PRELIMINARY REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS–1063311–SA1 DATED JULY 26, 2021 ITEMS LISTED BELOW ARE SHOWN IN THE TITLE COMMITMENT AND PLOTTABLE ITEMS ARE DENOTED THUS: [X] WITH LOCATIONS KEYED THE SAME HEREON.

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I–REQUIREMENTS ARE MET

4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.

5. ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS

[10] AN EASEMENT FOR WATER DITCHES AND PIPES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 1228 OF DEEDS, PAGE 15.
AFFECTS: SUBJECT PROPERTY; PLOTTED HEREON.

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SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER
2	TENTATIVE MAP 1
3	TENTATIVE MAP 2

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
1" = 50'

No.	REVISIONS	DATE	BY

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KHA PROJECT	194550001
DATE	10/16/2025
SCALE	AS SHOWN
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DRAWN BY	KG/JM
CHECKED BY	HS

SOUTH EL MONTE ATHLETIC FIELDS AND BUSINESS PARK
PREPARED FOR
MVP SOUTH EL MONTE I, LLC
CITY OF SOUTH EL MONTE CA

REGISTERED PROFESSIONAL ENGINEER HUNTER C. STARKEY NO. C87821 CIVIL STATE OF CALIFORNIA NOT FOR CONSTRUCTION

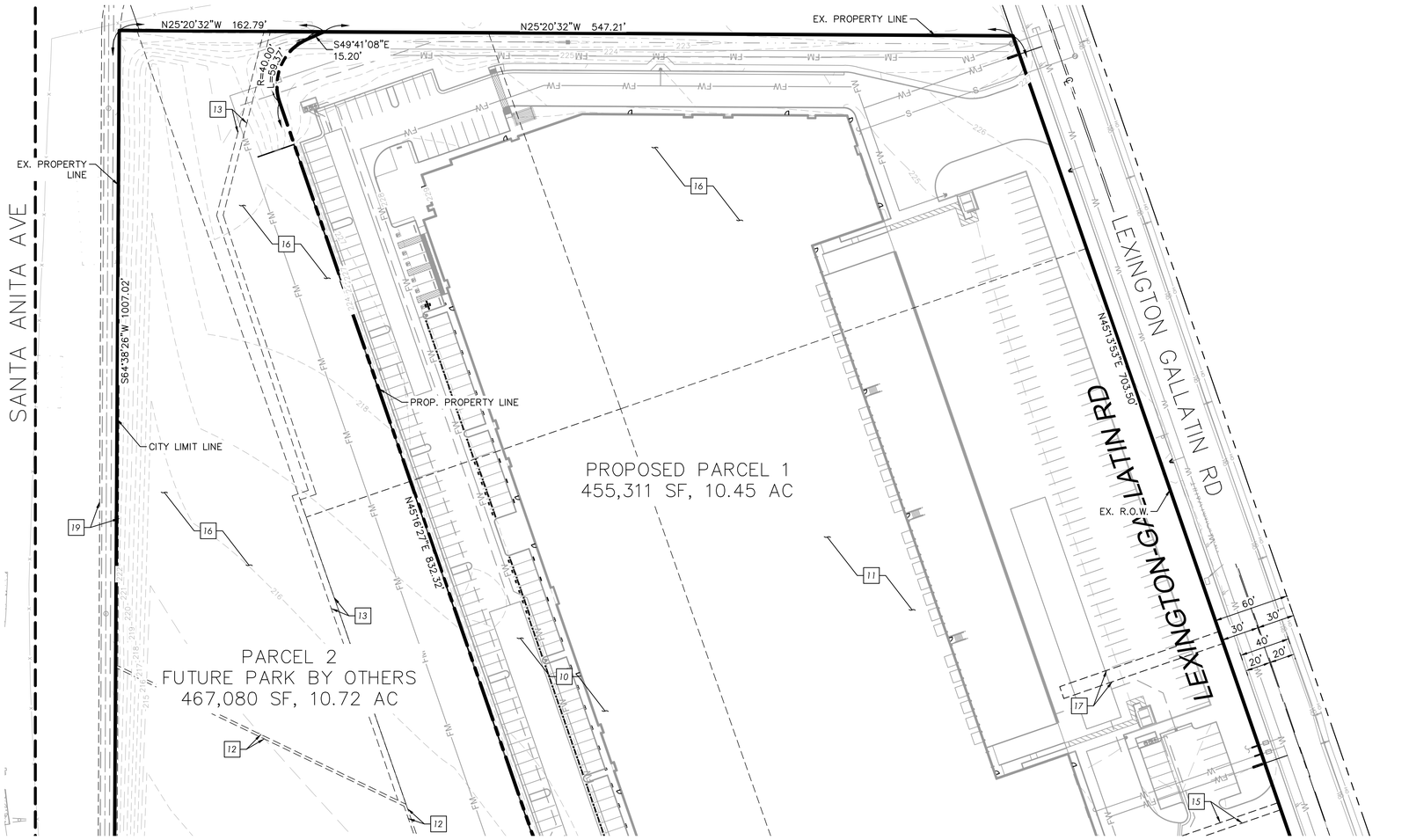
COVER

SHEET NUMBER 1 OF 3

Plotted By:Gutierrez, Kevin Sheet Set:Kha Layout:COVER October 16, 2025 05:16:51pm K:\ORA_LDEV\194550001 - whittier narrows - south el monte - lexington rd\CAD\plansheets - onsite\PreliminTentative Map.dwg
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TENTATIVE PARCEL MAP NO. 084463

825 LEXINGTON-GALLATIN ROAD
SOUTH EL MONTE, CA 91733



SEE SHEET 3

LEGEND

- PROPERTY LINE
- PROPOSED PARCEL LINE
- EASEMENT
- ROAD CENTERLINE
- RIGHT-OF-WAY
- X" W — EXISTING WATER LINE
- EXISTING TREE

EASEMENT NOTES

SEE PRELIMINARY REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-1063311-SA1 DATED JULY 26, 2021 ITEMS LISTED BELOW ARE SHOWN IN THE TITLE COMMITMENT AND PLOTTABLE ITEMS ARE DENOTED THUS: [X] WITH LOCATIONS KEYED THE SAME HEREON.

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GRAPHIC SCALE IN FEET
0 25 50 100
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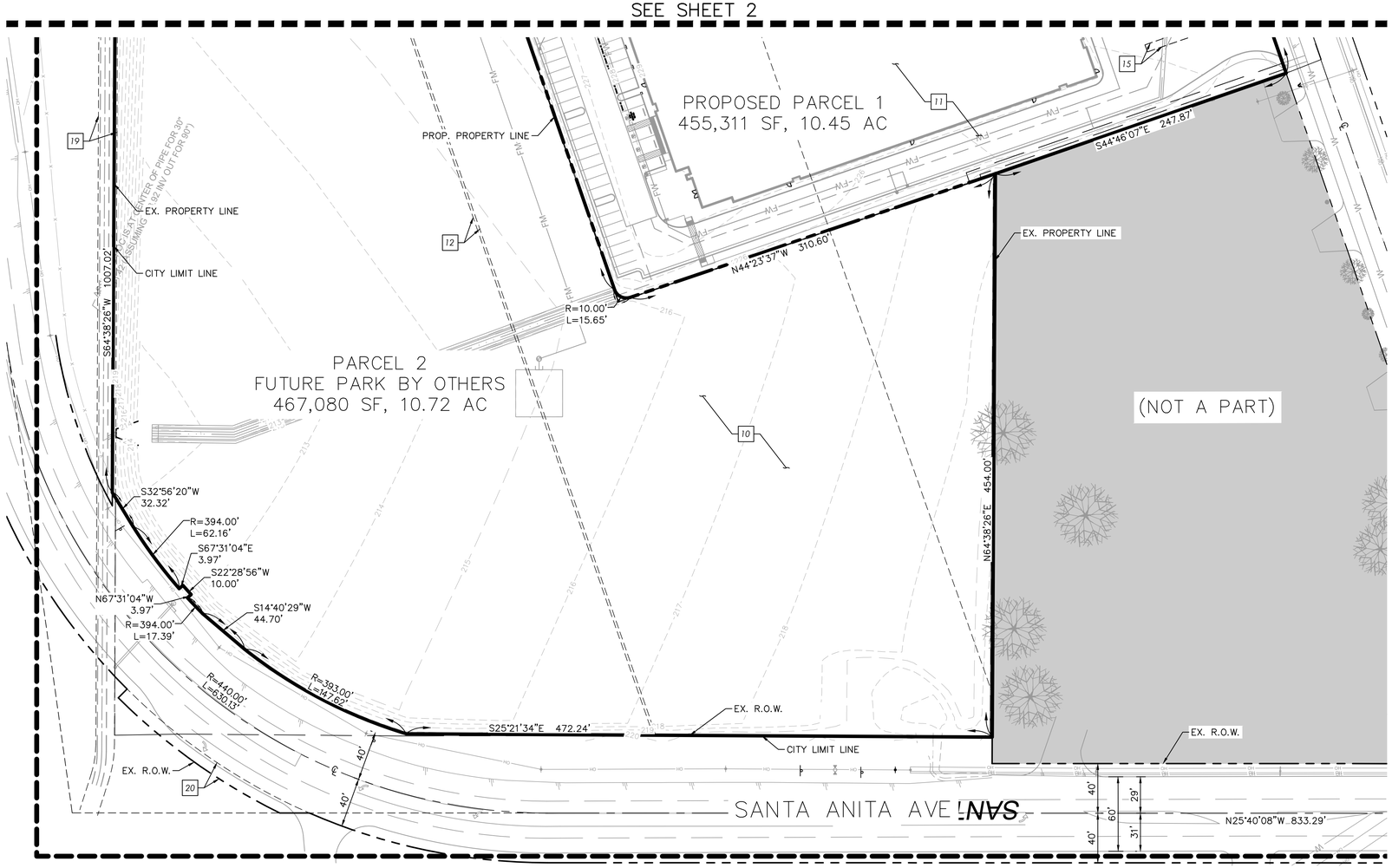
TENTATIVE MAP 1

SHEET NUMBER 2 OF 3

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TENTATIVE MAP 2

SHEET NUMBER 3 OF 3

Plotted By:Gutierrez, Kevin Sheet Set:Kha Layout:Layout1 (2) October 16, 2025 08:17:03pm K:\ORA_LDEV\194550001 - whittier narrows - south el monte - lexington rd\CAD\plotsheets - onsite\PrelimTentative Map.dwg
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PLANNING COMMISSION

RESOLUTION NO. 26-04

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING CONDITIONAL USE PERMIT (NO. 23-07) ALLOWING FOR THE DEVELOPMENT OF A 221,815 SQUARE-FOOT INDUSTRIAL BUILDING IN THE CITY OF SOUTH EL MONTE AT 825 LEXINGTON-GALLATIN ROAD

WHEREAS, Magellan Value Partners ("Applicant") has filed an application for a Conditional Use Permit ("CUP") to allow for the development of a 221,815 square-foot industrial building ("Project") on an approximately 10.5-acre portion of the property located at 825 Lexington-Gallatin Road, South El Monte, CA ("Property"). The legal description of the Property attached hereto as Exhibit "A" will change following recordation of the Final Map for the Project, which will establish two separate legal lots on the Property.

WHEREAS, concurrently herewith, Applicant has filed applications for: a General Plan amendment (No. 23-03), Zone Change (No. 23-01), Subdivision (No. 23-01), (Tentative Parcel Map No. 084463); and certification of an Environmental Impact Report.

WHEREAS, pursuant to the proposed Development Agreement for the Project, an approximately 10.7-acre portion of the Property will be donated by the Applicant to the City for the future development of a public park by the City upon satisfaction of certain conditions precedent, as specified therein ("City Park Project"). For purposes of this CUP, the term "Project Site" means the portion of the Property upon which the Project will be located and does not include the approximately 10.5-acre portion of the Property that is proposed to be developed by the City as part of the City Park Project.

WHEREAS, a public hearing was held before the Planning Commission on February 24, 2026, to consider the application. All evidence, both written and oral, presented during said public hearing including the staff report and all related documents were considered by the Planning Commission in making its determination.

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

SECTION 1: The Planning Commission of the City hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

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, an Initial Study was prepared to determine the potential environmental effects of the proposed Project, including but not limited to the adoption of a General Plan Amendment and Zone Change. Based on the information contained in the Initial Study, it was determined there was substantial evidence that approval of the Project may have significant environmental impacts with

implementation of required mitigation measures. Accordingly, the City prepared an Environmental Impact Report ("EIR") and public notices in accordance with State CEQA Guidelines and was made available for public review and comment from August 28, 2025, to October 13, 2025. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the Initial Study and the EIR. Pursuant to the Planning Commission's adoption of Resolution No. 26-02, the Planning Commission recommends to the City Council to certify the EIR and Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for the Project in compliance with CEQA Guidelines.

The EIR (State Clearing House No. 2024070062), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the EIR can also be found at the State Clearinghouse, and at the City's Community Development Division. The documents and other materials, which constitute the record on which this decision is based, are maintained by the City's Department of Community Development.

SECTION 3: A record of the public hearing indicates the following:

A. The application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission "find that the proposed Project shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general."

B. The General Plan Land Use designation and Zoning Code designation for the Property upon approval by the City Council of General Plan Amendment No. 23-03 and Zone Change No. 23-01 will be "Commercial-Manufacturing," and "Manufacturing," respectively. The Project is permitted under those General Plan and Zoning Code designations.

C. The Project promotes the City's goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. As conditioned, the construction and operation of the Project will not be a nuisance to surrounding properties.

SECTION 4: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 24, 2026, which is hereby incorporated into this Resolution 26-04 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapter 17.03.060 and will not be detrimental to the public health, safety, or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that various screening and buffering methods are proposed with the Project ensures this will hold true in the future.

B. Pursuant to SEMMC Section 17.03.060, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is because the Project, as conditioned, will be required to operate in a way that does not negatively impact the surrounding area through conditions imposed herein.

C. As conditioned, the Project represents a modern, quality industrial establishment on an underutilized site that will be compatible with the surrounding area, including similar uses around Santa Anita Avenue. The Project will result in positive and productive changes to vacant land and contribute to the general economic well-being of the City, consistent with various General Plan policies and goals, as detailed below

D. As conditioned, the Project is consistent with the City's General Plan, provided the City Council adopts the amendments to the General Plan (No. 23-03) and Zone Change (No. 23-01), respectively. The Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

(1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte*. Allowing for the development of a vacant site into a productive industrial use would expand and diversify the economic and employment opportunities in the City. Pursuant to the Development Agreement for the Project, it will also provide for the opportunity for needed recreational and open space to serve residents in the City via the City Park Project.

(2) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* The new development will serve the area by creating a sole location for new industrial businesses to establish their operations within the area. This new development along with the General Plan Amendment and Zone Change will allow new industrial businesses to flourish in the City in an appropriate location within close proximity to State Route 60.

(3) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility*. The proposed project will utilize a vacant parcel and provide a new revenue-generating industrial development with close access to the State Route 60.

(4) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses*. The Project would allow for the establishment of a new industrial building in an underutilized site that is compatible with the adjacent uses around Santa Anita Avenue.

(5) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The Project will provide a new industrial building on a property that has lain vacant for many years and will also provide off-site public improvements and will improve the Property's flood storage capacity via Storage Basin improvements (as defined in the EIR and Development Agreement for the Project) in the United States Army Corps of Engineers (USACE) easement area. Pursuant to the proposed Development Agreement for the Project, the Project will also allow for the City Public Park Project. These public and private improvements will

revitalize the surrounding area.

Resources Element

(1) Goal 1: *Provide local public park space at a ratio of two acres of park land per 1,000 City residents.* This desired ratio is not currently met. Once developed by the City, the City Public Park Project facilitated by the proposed Development Agreement for the Project will result in a net increase of park space of approximately 10.7 acres.

(2) Goal 2.0: *Provide a comprehensive recreation program, adequate facilities, and proper maintenance of the parks and recreational facilities in the City.* The City Public Park Project facilitated by the proposed Development Agreement for the Project will increase the range of park and recreational facilities and programming in the City once developed by the City.

SECTION 5: Concurrently with the approval of the Tentative Parcel Map, the Applicant is requesting the approval of a Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) which requires final approval by City Council. Thus, the Planning Commission's approval of this CUP is contingent on the approval of the General Plan Amendment and Zone Change by City Council and shall not be effective until such approval by the City Council. The Planning Commission's approval of this CUP is also contingent on the City Council's certification of the Final EIR, adoption of CEQA Findings of Fact, and adoption of a Statement of Overriding Considerations for the Project and shall not be effective until such actions are taken by the City Council, which are prerequisites to City Council approval of the Zone Change and General Plan Amendment.

SECTION 6: Exhibits "A" hereto are incorporated herein by reference.

SECTION 7: Based on the aforementioned findings, the Planning Commission hereby **approves** Conditional Use Permit (No. 23-07) to develop the Project subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.

2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit

to the Director of Community Development & Public Works within 20 calendar days of the date of the City Council's approval of the Zone Change (No. 23-01) and General Plan Amendment (No. 23-03) for the Project.

3. The Conditional Use Permit approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval or per the Development Agreement for the Project, whichever is longer.

4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions, and county, state and federal regulations applicable to the project.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Project Site or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.

6. The Project Site shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the parking area on the Project Site and public right-of-way (Lexington-Gallatin Road).

7. The Applicant shall maintain all required permits and licenses in good standing.

8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension, modification, or revocation of the Conditional Use Permit.

9. The construction site shall always be kept in a clean manner prior, during, and after construction.

10. The Applicant shall develop the Project in substantial conformance with the site plan and landscaping plan approved by the City Council, as determined by the Director of Community Development.

11. The Applicant shall provide a detailed landscape and irrigation plan for the Project Site, prepared by a registered Landscape Architect to the Director of Community Development & Public Works for review and approval prior to submitting the plans to the Building Division.

12. The Applicant shall install drought tolerant landscaping on the Project Site in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:

a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks, or as approved for stormwater retention plan.
b. Provide an automated underground irrigation system for all landscaped areas.
c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment.

13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.

14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Project Site visible from Lexington-Gallatin Road.

15. There shall be no loading or unloading of materials on the public right of way (Lexington-Gallatin Road).

16. There shall be no queuing or parking of vehicles on or along Lexington-Gallatin Road as a result of the Project.

17. At no time shall the Project Site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.

18. No repair of vehicles or freight trucks shall occur at any time on the Project Site.

19. All exterior lights on the Project Site shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.

20. For security purposes, lighting on the Project Site shall be place in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.

21. Any bollards on the Project Site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development & Public Works or designee.

22. Noise generated from the Project Site shall comply with the South El Monte Municipal Code 8.20.

23. The applicant shall incorporate a copy of these conditions of approval and mitigation measures into the approved set of building plans.

24. The final subdivision parcel map shall be finalized and recorded prior to the issuance of building permits, unless the City Attorney determines that a final subdivision parcel map is not required.

25. The applicant understands and agrees that if changes to the original plans (as approved and on file) are required during construction, revised plans shall be provided to the Community Development Department for review and approval prior to the implementation of such

changes. Please note that certain changes may also require approvals from other departments/agencies.

26. Conditional Use Permit No. 23-07 shall be null and void if the General Plan Amendment No. 23-03 and Zone Change 23-01 were to be denied by the City Council.

Public Works Conditions

The following are Engineering/Public Works conditions and shall be incorporated into submittal plans, show the conditions on site plans and on grading plans (No handwritten notes, stickers etc. shall be accepted).

PW1. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

PW2. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

PW4. A grading and drainage plan for the Project Site shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

PW5. LID review shall be completed prior to submitting grading plans for plan review. Grading plans for the Project Site shall be submitted including the proof of approval of LID or exemption of LID.

PW6. Install new driveway approach on the Project Site in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.

PW7. Install new concrete sidewalk on the Project Site behind landscaped parkway along the length of the Project Site frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.

PW8. Install an irrigation system and landscape the designated parkway area on the Project Site, and as directed by the City Engineer and/or his/her designee.

PW9. Install new curb and gutter along the length of the Project Site frontage in accordance with SPPWC standard plan 120-2, and as directed by the City Engineer or his/her designee.

PW10. Relocate vault from the sidewalk as directed by the City Engineer or his/her designee.

PW11. Rehabilitate existing AC street pavement along the length of the Project Site frontage to the centerline of the street as directed by the City Engineer or his/her designee.

PW12. Underground all utility services to the Project Site.

PW13. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.

PW14. The Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer.

PARCEL MAP REQUIREMENTS

PW15. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

PW16. A soils report is required.

PW17. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

PW18. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

PW19. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

PW20. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

PW21. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

PW22. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

PW23. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit five (5) blueprints and one sepia mylar of the recorded map to the City Public Works Department.

Building Division Conditions

B1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission and City Council Resolutions. This information shall be incorporated into the plans prior to the first submittal for plan check.

B2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.

B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

B4. The building shall be addressed as 825 Lexington-Gallatin RD, and an application to assign unit numbers shall be filed with the City prior to plan check submittal.

B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.

B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.

B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;

c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation for the Project Site accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.

B9. A grading and drainage plan for the Project Site shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

B10. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link https://www.dropbox.com/scl/fi/xliqonam5j4jro5oklnw4/MS4-Permit-LID-Determination-Form.pdf?rlkey=zr7tu632u2staheexj6vqvxvg&dl=0

B11. Prior to submitting grading plans to Engineering Department, LID review shall be completed and approved.

B12. All State of California disability access regulations for accessibility shall be complied with.

B13. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.

B14. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.

B15. Separate application and plan review is required for Electrical plans.

B16. Separate application and plan review is required for Mechanical plans.

B17. Separate application and plan review is required for Plumbing plans.

B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.

B19. The Project shall comply with the CalGreen Non-Residential mandatory requirements.

B20. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

B21. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

B22. Separate permit is required for Fire Sprinklers.

B23. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official, unless the City Attorney determines that a final map is not required.

Los Angeles County Fire Department Conditions

1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.

2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

3. The Final Map shall be submitted to the Land Development Unit for review and approval prior recordation.

4. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.

5. Fire hydrant improvement plans shall be submitted for review and approval prior to the clearance of the final map.

6. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit may be required for the Project prior to

building permit issuance. Please contact the Fire Prevention Engineering Section at (323) 890-4125 for information on EPICLA submittals.

County of Los Angeles Sheriff's Department Conditions

1. The Department recommends that the principles of Crime Prevention through Environmental Design (CPTED) are incorporated in the design plans. The goal of CPTED is to reduce opportunities for criminal activities by employing physical design features that discourage anti-social behavior, while encouraging the legitimate use of the site. The overall tenant of CPTED include defensible space, territoriality, surveillance, lighting, landscaping, and physical security. The Department recommends installation of security cameras on the Project Site to reduce opportunities for criminal activities, where feasible.

2. The Project will benefit from a landscaping maintenance program that would minimize opportunities for individuals to hide. The Station also recommends limiting the height of hedge-type plants around security gates that would allow visibility from the street. Trees should not block building addresses from street patrol car line of sight.

3. The installation of security cameras for a video monitoring system and building lights with motion sensors is beneficial, where feasible. Appropriate gate hardware such as keypad/keycard access and automatic gate closers can be implemented where feasible to limit unauthorized access and for easy monitoring. In addition, the proposed locations of exterior building security cameras shall be considered in areas where law enforcement can adequately identify vehicle license plates upon entry/exit into the proposed Project with adequate lighting to enhance visibility. Installation of security cameras inside the secured area, at each entry/exit points, at the loading dock, at the rear and at the office, along with interior keypad/keycard access should be considered where feasible. An alarm system is also recommended to discourage criminal activity and generate response calls. Alarms should be considered to be installed on all access points and fences, with motion detection on the interior of the warehouse & office.

4. Provide numerical addresses in font size on the corner of the building that can be easily viewed and read from the street.

5. A Construction Traffic Management Plan should also be established as part of the Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access should be maintained at all times. Flag persons and/or detours should be provided as needed to ensure safe traffic operations, and construction signs should be posted to advise motorists of reduced construction zone speed limits.

6. Effective traffic and security plans should be developed to address potential issues from criminal activity at the Project Site, in coordination with all jurisdictional approvals.

7. The Project Applicant will be required to pay all applicable development fees associated with the Project.

Mitigation Measures

1. The Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and certified by the City Council upon completion of the Environmental Impact Report, shall be made part of the conditions of approval.

2. The applicant and any successor owners shall be responsible for implementing the mitigation measures and conditions of approval and provide all necessary documentation.

SECTION 8: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.03.060.

ADOPTED this 24th day of February 2026.

_____
Chair of the Planning Commission

ATTEST:

_____
Secretary, Renee Reyes

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-04 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 24th day of February, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Secretary, Renee Reyes

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APN and legal description of the Property will change with the filing of TPM No. 084463

Commitment No. NCS-1215033-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of South El Monte, County of Los Angeles, State of California, and is described as follows:

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 110 AND 120 OF TRACT NO. 621, AS SHOWN ON THE MAP RECORDED IN BOOK 15, PAGE 182 OF MAPS, A PORTION OF THE RANCHO POTRERO GRANDE AS DESCRIBED IN THE PATENT RECORDED IN BOOK 1, PAGE 3 OF PATENTS AND PORTIONS OF LOTS 1 AND 2 IN BLOCK "K" OF SUBDIVISIONS OF THE RANCHO POTRERO DE FELIPE LUGO AS SHOWN ON THE MAP RECORDED IN BOOK 43, PAGE 43 ET SEQ. OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1 IN BLOCK "K" THAT IS DISTANT THEREON SOUTH 45° 02' 49" WEST 1080.64 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTH 25° 33' 24" WEST 710 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64° 26' 36" WEST 1200 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT 120 THAT IS DISTANT SOUTH 0° 17' 11" EAST 1180.57 FEET FROM THE NORTHWEST CORNER OF LOT 111 OF SAID TRACT NO. 621; THENCE SOUTH 25° 33' 24" EAST 710 FEET; THENCE NORTH 64° 26' 36" EAST 454.17 FEET TO A LINE AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2 IN BLOCK "K" WHICH PASSES THROUGH A POINT IN SAID SOUTHEASTERLY LINE THAT IS DISTANT SOUTH 45° 02' 49" WEST 703.50 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE SOUTH 44° 57' 11" EAST 247.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 1 IN SAID BLOCK "K" NORTH 45° 02' 49" EAST TO THE INTERSECTION OF THAT CERTAIN LINE IN THE SIDELINE OF THE POMONA FREEWAY AS DESCRIBED IN THAT CERTAIN EASEMENT DOCUMENT TO THE STATE OF CALIFORNIA RECORDED ON AUGUST 27, 1963 AS INSTRUMENT NO. 1546 IN BOOK D2159, PAGE 922 ET SEQ. OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN LINE DESCRIBED THEREON AS HAVING A BEARING AND LENGTH OF "NORTH 80° 22' 48" WEST 692.44 FEET"; THENCE ALONG SAID CERTAIN LINE NORTH 80° 22' 48" WEST TO THE NORTHWESTERLY TERMINUS OF SAID LINE AND THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE NORTHWEST LINE OF SAID LOT 1; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE TO SAID LINE HAVING A BEARING OF NORTH 25° 33' 24" WEST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 25° 33' 24" WEST 14.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING NORTHEASTERLY OF THAT CERTAIN LINE AND ITS NORTHWESTERLY AND SOUTHEASTERLY PROLONGATIONS THEREOF DESCRIBED ABOVE AS "NORTH 25° 33' 24" EAST 710 FEET".

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY AND WESTERLY OF THE SOUTHEASTERLY AND EASTERLY LINE OF THE 80 FOOT STRIP OF LAND KNOWN AS SANTA ANITA AVENUE AND DESCRIBED IN PARCEL 16-4 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY

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07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN PARCELS 16-4D-1, 16-4S.1 AND 16-4S.2 OF FINAL ORDER OF CONDEMNATION OF SUPERIOR COURT CASE NO. 908.498, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D3995, PAGE 73 ON MAY 07, 1968 AS INSTRUMENT NO. 3953 OF OFFICIAL RECORDS OF SAID COUNTY.

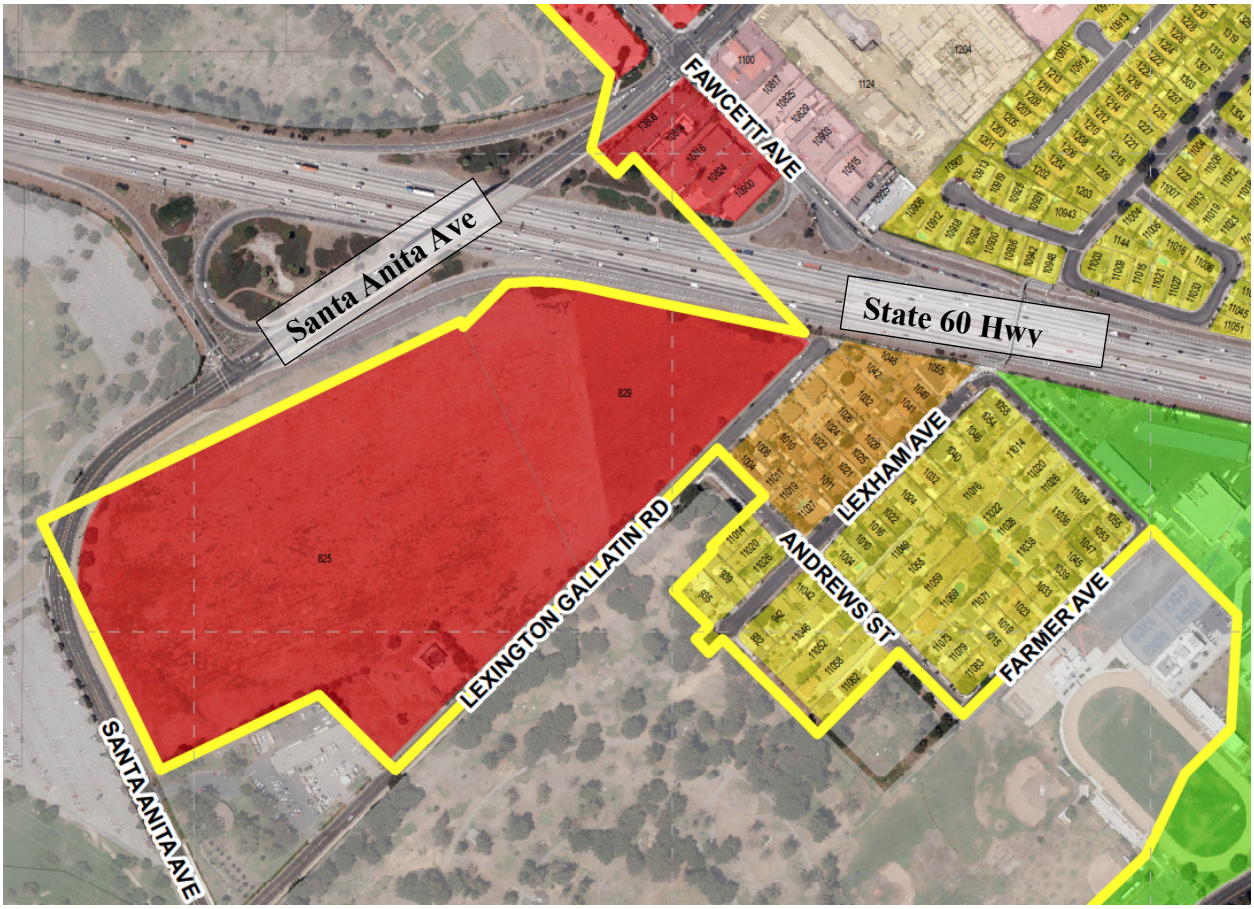
ALSO EXCEPTING FROM THE PORTION OF SAID LOT 120 OF TRACT NO. 621 INCLUDED IN THE ABOVE DESCRIBED LAND, ONE-HALF OF ALL OIL RIGHTS IN AND UNDER SAID LAND, AS RESERVED BY JOE CAGLIERO AND WIFE AND GEORGE VISSIO AND HIS WIFE IN THE DEED RECORDED IN BOOK 18263, PAGE 169 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM THE PORTION OF SAID LAND WHICH WAS FORMERLY REGISTERED LAND, ONE-HALF OF ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR THEREUNDER, AS RESERVED IN THE DEED FROM THOMAS W. BELL, FILED APRIL 08, 1942, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES AS INSTRUMENT NO. 5621-K.

For conveyancing purposes only: APN 8119-005-032

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VICINITY AERIAL





Source: HPA, Inc., 2024

Figure 3-11a: Conceptual Rendering

South El Monte Athletic Fields and Business Park Project

Not to scale



PARK LEGEND

1. DOUBLE SWING ENTRY GATE
2. PARK MONUMENTATION
3. ASPHALT PARKING LOT AND DRIVEWAYS
4. RESTROOM BLDG. W/ STORAGE
5. BILLBOARD
6. SITE LIGHTING, TYP. (25FT POLE HEIGHT)
7. LOOP WALKING TRAIL
8. LANDSCAPE CHANNEL AS NATURAL "DRY CREEK" FEATURE
9. PICNIC AREA
10. PEDESTRIAN BRIDGES

LAWN AREAS

TREES, SHRUBS AND GROUND COVER (PERIMETER SLOPES / PARKING LOT ISLANDS)

PARKING MATRIX

TOTAL PARKING PROVIDED = 154 SPACES
** DOES NOT INCLUDE BREAKDOWN OF REQUIRED ACCESSIBLE STALLS, EV CHARGING STALLS, CAR/VANPOOL STALLS. **

LEGEND

ROAD CENTERLINE
RIGHT OF WAY
PROPERTY LINE

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

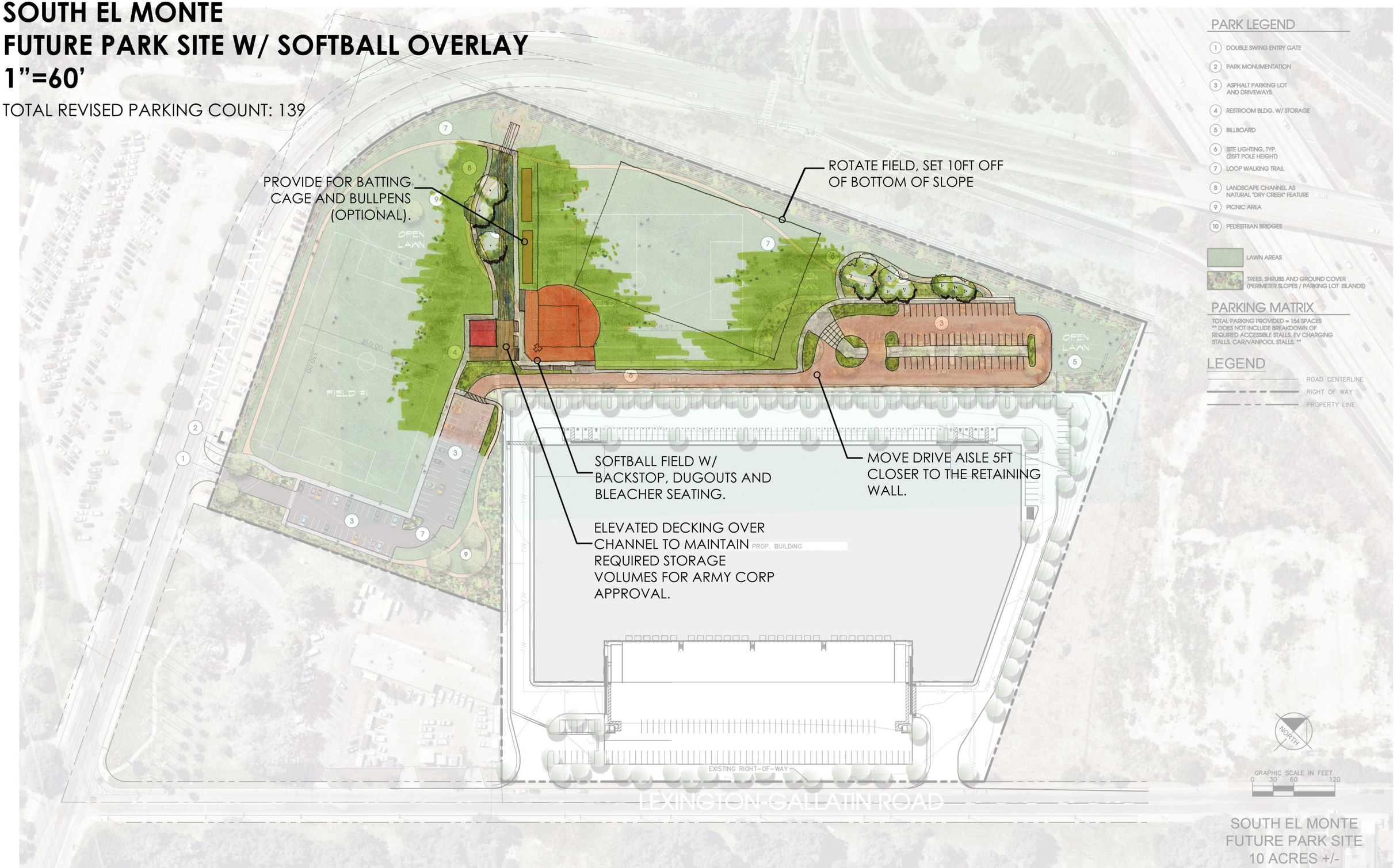
SOUTH EL MONTE
FUTURE PARK SITE
10 ACRES +/-

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W TOWN AND COUNTRY ROAD, SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488

SOUTH EL MONTE
FUTURE PARK SITE W/ SOFTBALL OVERLAY
1"=60'

TOTAL REVISED PARKING COUNT: 139



PARK LEGEND

1. DOUBLE SWING ENTRY GATE
2. PARK MONUMENTATION
3. ASPHALT PARKING LOT AND DRIVEWAYS
4. RESTROOM BLDG. W/ STORAGE
5. BILLBOARD
6. SITE LIGHTING, TYP. (25FT POLE HEIGHT)
7. LOOP WALKING TRAIL
8. LANDSCAPE CHANNEL AS NATURAL "DRY CREEK" FEATURE
9. PICNIC AREA
10. PEDESTRIAN BRIDGES

LAWN AREAS

TREES, SHRUBS AND GROUND COVER (PERIMETER SLOPES / PARKING LOT ISLANDS)

PARKING MATRIX

TOTAL PARKING PROVIDED = 154 SPACES
** DOES NOT INCLUDE BREAKDOWN OF REQUIRED ACCESSIBLE STALLS, EV CHARGING STALLS, CAR/VANPOOL STALLS. **

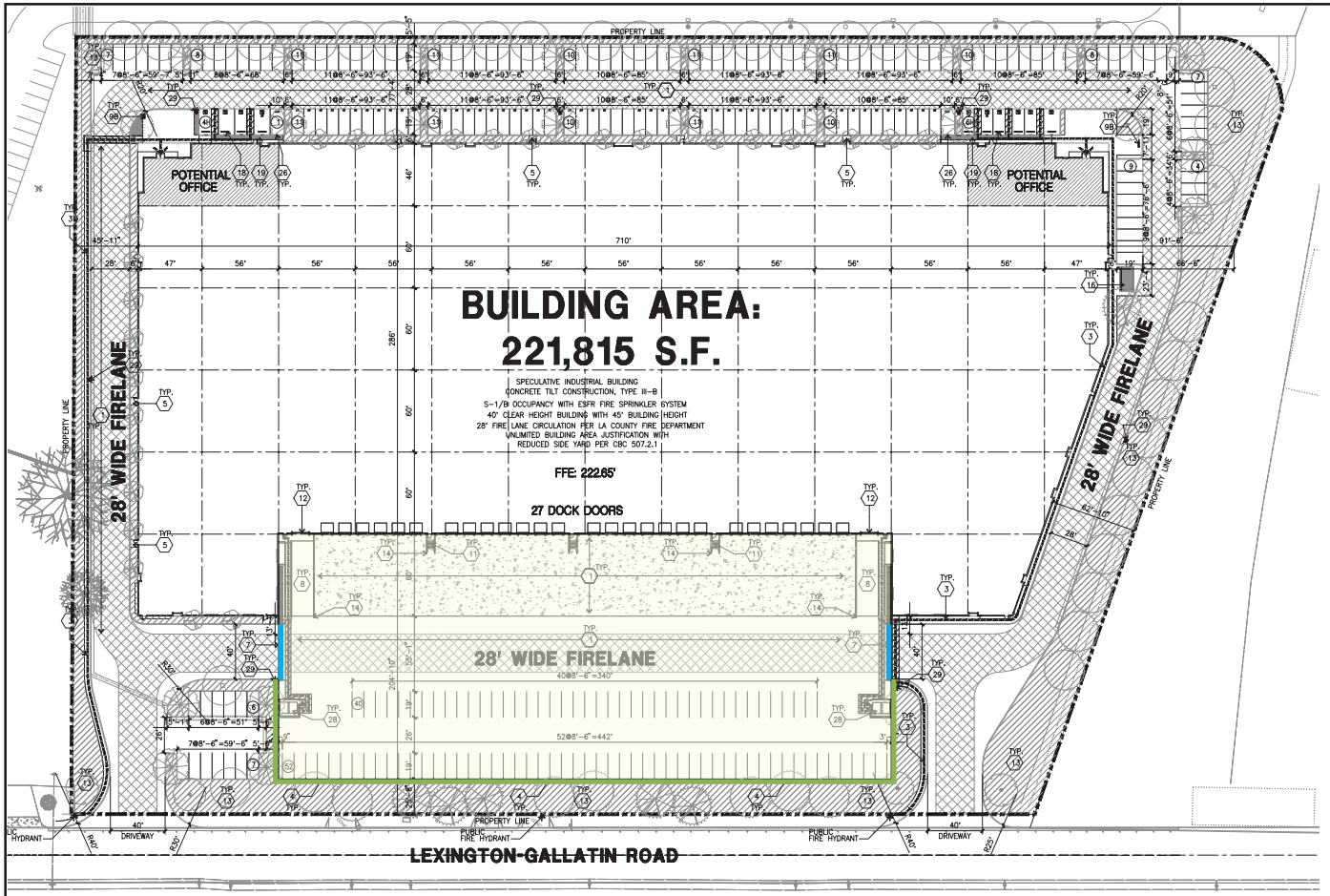
LEGEND

ROAD CENTERLINE
RIGHT OF WAY
PROPERTY LINE

SOUTH EL MONTE
FUTURE PARK SITE
10 ACRES +/-

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PHONE: 714-939-1030 FAX: 714-938-9488



Secured Lot/Truck Loading Area
14' Concrete Screen Wall
8' Metal Gate with Knox-Box



PROJECT DATA

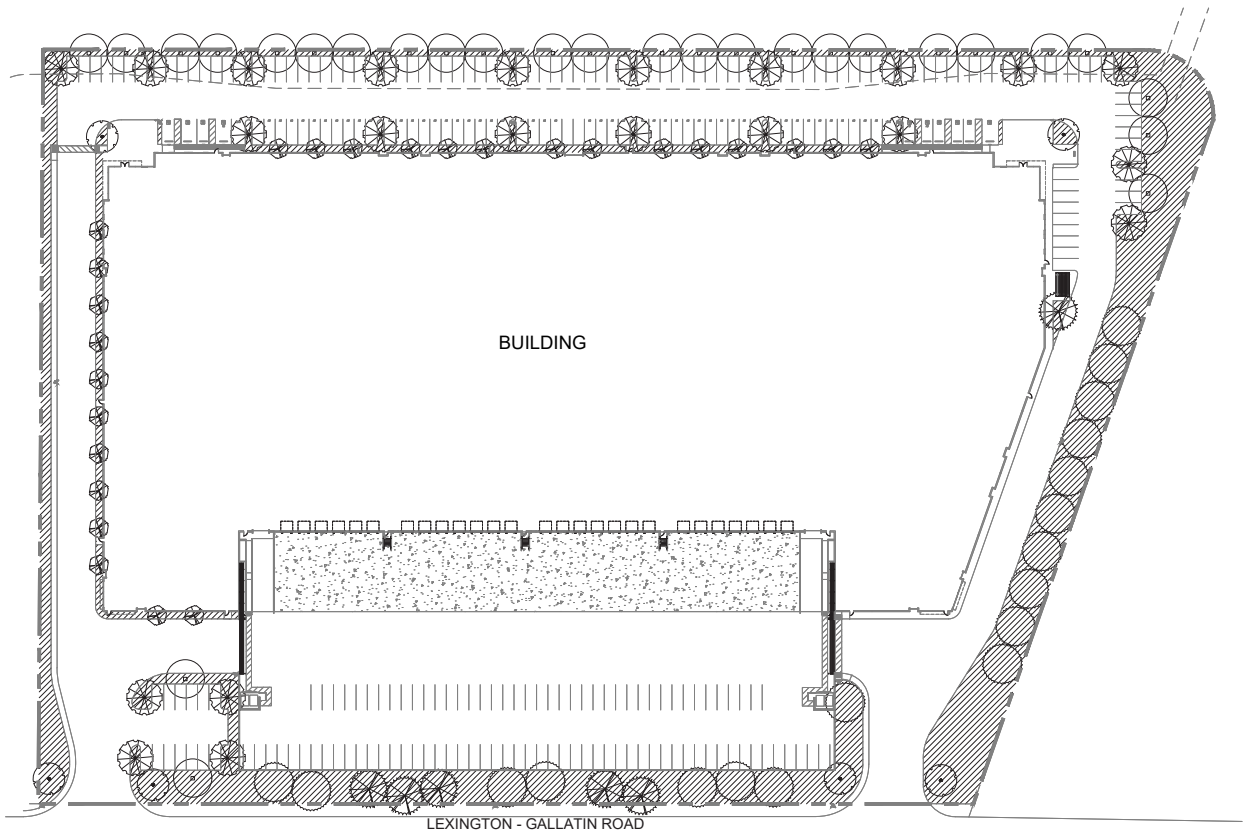
SITE AREA	
In s.f.	454,765 s.f.
In acres	10.44 ac
BUILDING AREA	
Office - 1st Floor	10,000 s.f.
Warehouse	201,815 s.f.
Total Building Footprint	211,815 s.f.
Office - 2nd Floor	10,000 s.f.
TOTAL BUILDING AREA	221,815 s.f.
COVERAGE	46.6%
AUTO PARKING REQUIRED	
Office: 1/300 s.f.	67 stalls
Whse: 1/1,000 s.f.	202 stalls
TOTAL	268 stalls
EV AUTO REQUIRED	
EV Capable with EVSE (8'-6" x 18')	14 stalls
EV Capable w/o EVSE (8'-6" x 18')	37 stalls
ADA EV Van Parking (12' x 18')	1 stalls
ADA EV Std. Parking (9' x 18')	2 stalls
Ambulatory Parking (10' x 18')	2 stalls
Total Required	56 stalls
ADA REQUIRED	
ADA Van Parking (12' x 18')	2 stalls
ADA Std. Parking (9' x 18')	5 stalls
Total Required	7 stalls
AUTO PARKING PROVIDED	
Standard (8'-6" x 18')	122 stalls
ADA Van (12' x 18')	2 stalls
ADA Std (9' x 18')	5 stalls
EV Capable with EVSE (8'-6" x 18')	14 stalls
EV Capable w/o EVSE (8'-6" x 18')	37 stalls
ADA EV Van Parking (12' x 18')	1 stalls
ADA EV Std. Parking (9' x 18')	2 stalls
Ambulatory Parking (10' x 18')	2 stalls
TOTAL	185 stalls
Additional Parking Plan:	
Standard (8'-6" x 18')	92 stalls
TOTAL	277 stalls
ZONING ORDINANCE FOR CITY	
Proposed Zoning Designation - Commerical - Manufacturing	
MAXIMUM BUILDING HEIGHT ALLOWED	
None	
MINIMUM LANDSCAPE REQ.	
5%	22,738 s.f.
LANDSCAPE PROVIDED	
12.4%	56,470 s.f.
MAXIMUM FLOOR AREA RATIO	
FAR - to be verified	
SETBACKS	
Front - 5'	
Interior/Side/Rear - none	

Source: Kimley-Horn and Associates, Inc., 2024

Figure 3-8: Conceptual Warehouse Site Plan

South El Monte Athletic Fields and Business Park Project

Not to scale



PLANTING LEGEND

TREES

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS
	Chitalpa tashkentensis Chitalpa	24" Box	22	L	Standard
	Olea europaea Olive	36" Box	6	L	Multi
	Pinus eldarica Afghan Pine	24" Box	18	L	Standard
	Prosopis chilensis Chilean Mesquite	24" Box	6	L	Multi
	Rhus lancea African Sumac	24" Box	27	L	Standard
	Tristania conferta Brisbane Box	15 Gal	26	M	Standard

SHRUBS

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	SPACING
	Agave americana Century Plant	5 Gal	15	L	
	Callistemon 'Little John' Dwarf Bottle Brush	5 Gal	143	M	3' OC 2' from hardscape
	Carissa m. 'Green Carpet' Prostrate Natal Plum	5 Gal	77	M	
	Cassia phyllodenia Silverleaf Cassia	5 Gal	103	L	4' OC 2.5' from hardscape
	Dietes bicolor Fortnight Lily	5 Gal	235	M	3' OC 2' from hardscape
	Lantana 'Gold Mound' Yellow Lantana	5 Gal	41	L	
	Ligustrum j. Texanum Texas Privet	5 Gal	410	M	3' OC 2' from hardscape
	Westringia fruticosa Coast Rosemary	5 Gal	127	L	5' OC 3' from hardscape

GROUNDCOVER

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SPACING	WUCOLS	REMARKS
	Bougainvillea 'La Jolla' Bougainvillea	1 Gal	6' O.C.	L	
	Carissa m. 'Green Carpet' Prostrate Natal Plum	1 Gal	36" O.C.	M	
	Myoporum parvifolium Myoporum	1 Gal	36" O.C.	L	
	Rosmarinus o. 'Huntington Carpet' Prostrate Rosemary	1 Gal	48" O.C.	L	
	Trachelospermum jasminiodes Star Jasmine	1 Gal	24" O.C.	M	

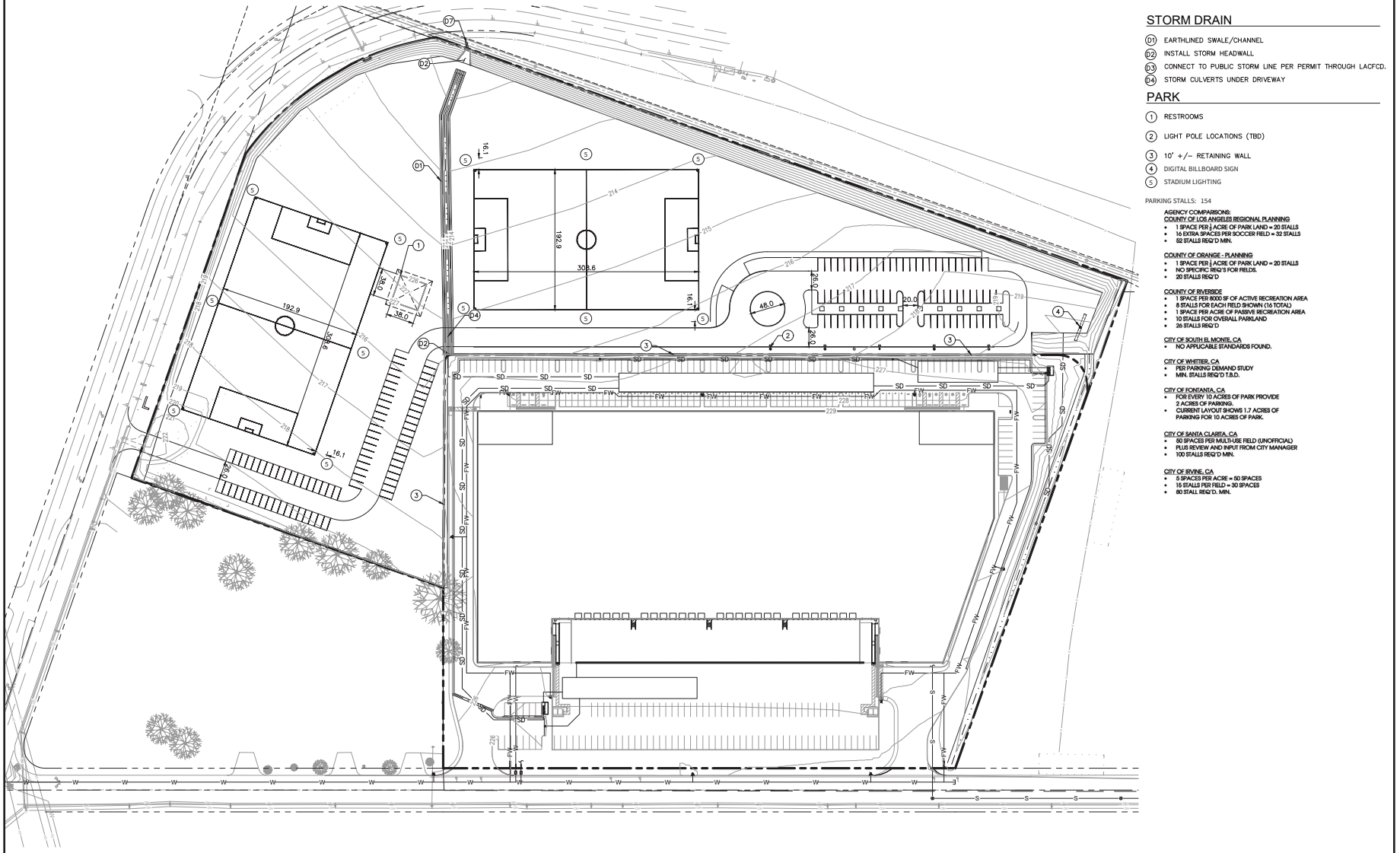
Source: Hunter Landscape, 2024

Figure 3-12: Conceptual Landscape Plans

South El Monte Athletic Fields and Business Park Project

Not to scale

Kimley»Horn

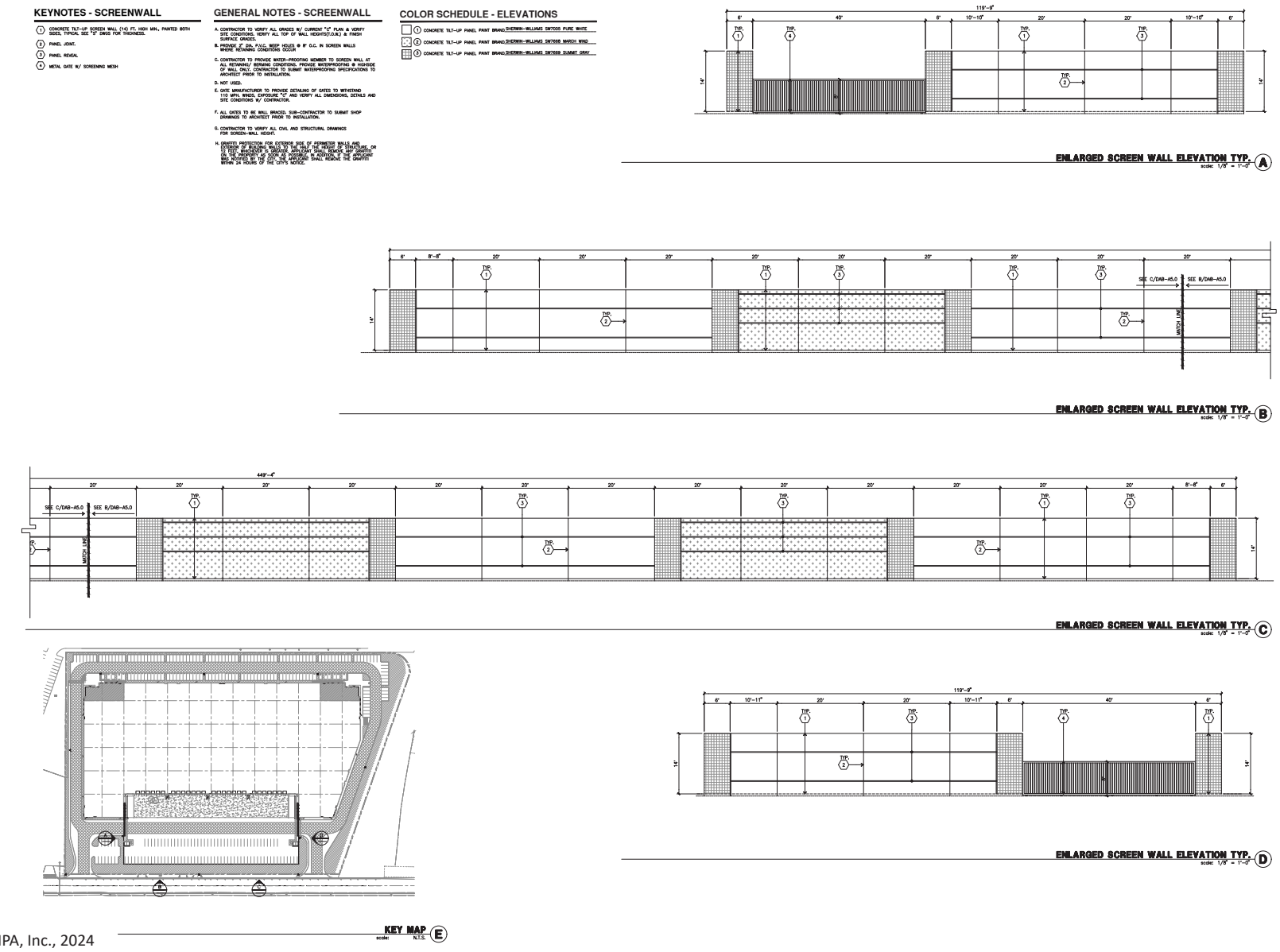


Source: Kimley-Horn and Associated, Inc., 2024

Figure 3-9: Conceptual Future City Park Plan

South El Monte Athletic Fields and Business Park Project

Not to scale



Source: HPA, Inc., 2024

Figure 3-11b: Conceptual Rendering

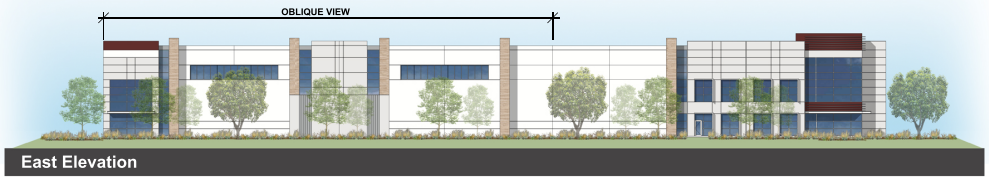
South El Monte Athletic Fields and Business Park Project

Not to scale









Source: HPA, Inc., 2023

Figure 3-10: Conceptual Warehouse Elevations

South El Monte Athletic Fields and Business Park Project

Not to scale

FINAL ENVIRONMENTAL IMPACT REPORT; MITIGATION MONITORING & REPORTING PROGRAM; CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND RESPONSES TO COMMENTS

The Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments are available on the City of South El Monte website under the "Current Projects" page. All documents may be viewed with the link: https://www.cityofsouthelmonte.org/606/Current-Projects

FINAL ENVIRONMENTAL IMPACT REPORT; MITIGATION MONITORING & REPORTING PROGRAM; CEQA FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND RESPONSES TO COMMENTS

The Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, CEQA Findings of Fact and Statement of Overriding Considerations and Responses to Comments are available on the City of South El Monte website under the "Current Projects" page. All documents may be viewed with the link: https://www.cityofsouthelmonte.org/606/Current-Projects


Lerma Rd
Merced Ave
Lerma
Esteban Torres Dr
Cogswell Rd
Mapl
Santa Anita Ave
500 ft
Lexham Ave
Lexington Gallatin Rd
Santa Anita Ave
500 ft
SOUTH EL MONTE HIGH SCHOOL
WHITTIER NARROWS RECREATION AREA
Durfee Ave
Santa Anita Ave

City Council Agenda Report
Agenda Item No. 8.b.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1292 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE ON MASSAGE BUSINESSES FROM THE JURISDICTIONAL BOUNDARIES OF 350 FEET AND A 1,000 FOOT BUFFER DISTANCE FROM ALL SENSITIVE USES

SUMMARY: Consideration to introduce by title only for first reading Ordinance No. 1292 amending Section 17.03.230 ("Massage Establishments") of Chapter 17.03 ("Permit Approval Procedures") of Title 17 ("Zoning"), approving Zone Text Amendment No. 26-02 ("ZTA 26-02") and establishing a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the jurisdictional boundary to protect and preserve the public health, safety, and welfare.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Determine that Ordinance No. 1292 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption); and
4. Waive full reading and introduce Ordinance No. 1292 by title only to amend the South El Monte Municipal Code (SEMMC) Section 17.03.230 ("Massage Establishments") to establish a 1,000-foot buffer distance from all sensitive uses in the City and a 350-foot buffer distance from the City's jurisdictional boundary

FISCAL/FINANCIAL IMPACT: There is no anticipated fiscal impact to the City.

DISCUSSION: In 2009, California State Senate Bill 731 (Massage) created the California Massage Therapy Council (CAMTC), which limited cities' ability to regulate massage establishments. In 2015, California State Assembly Bill 1147 restored the City 's ability to regulate massage establishments through land use and local licensing and health and safety requirements.

In 2015, the City adopted Ordinance No. 1195, which amended the South El Monte Municipal Code ("SEMMC") to include Chapter 5.22 ("Massage Establishments") to impose licensing requirements for massage establishments. In 2024 the City amended SEMMC to impose location and zoning regulations, including a 500-foot distance requirement between massage establishments, and a Conditional Use Permit (CUP) requirement for all new massage establishments.

The City has had issues with massage establishments operating without the necessary permits or licensing and engaging in illicit activities such as prostitution and human trafficking. Most recently, the City went through the process to revoke a massage establishment's CUP, preventing further operation.The process to revoke these illicit massage establishments has disproportionately absorbed public resources and has led to potential other impacts on neighborhood character, quality of life, reduced property values and a damage of the public trust. These public health, welfare, and safety issues can be addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and distance requirements from the city's jurisdictional boundary.

Section 17.03.260 specifies zoning and locational restrictions for massage establishments and requires that new establishments not be within 500 feet of an existing establishment. On March 25, 2026, the Planning Commission approved Resolution No. 26-06, (Attachment B) recommending that City Council adopt ZTA 26-02 establishing a buffer requirement for massage establishments of at least 350 feet from the City's jurisdictional boundary, and of at least 1,000 feet from the following sensitive uses:

- Day Care Centers
- Religious Institutions
- Schools
- Youth Centers
- Residential Zoned Properties
- Parks

The resulting area that massage establishments may be located (provided they obtain a CUP) is demonstrated in the map marked Attachment D.

ANALYSIS

In February 2025, after recent massage establishment CUP revocations, City Council directed staff to create additional buffers to sensitive uses such as schools, public facilities and residential uses, and additional buffers to the city jurisdictional boundary. As noted above, the Planning Commission recommend that the City Council approve the proposed Zone Text Amendment with additional buffer distance requirements from sensitive uses and the jurisdictional boundary.

Currently, massage establishments may apply for a CUP in the Manufacturing,

Commercial-Manufacturing, Commercial and Commercial-Residential zones. However, as depicted in Attachment D, the new buffer restrictions for massage establishments will now limit new massage establishments to only Manufacturing and Commercial-Manufacturing zones in the northwest part of the City. This will provide the necessary buffer from sensitive uses such as residential homes, schools and parks that are generally located on southeast part of South El Monte.

FINDINGS

Per SEMMC Section 17.03.150 (E)(3) and (F)(3), a recommendation by Planning Commission for approval of a Zone Text Amendment and a decision by City Council regarding such recommendation must each be based on the following findings:

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city;* Unregulated massage establishments have the potential to adversely affect the public health and safety of South El Monte residents. The amendment of land use regulations, in alignment with State requirements, specific only to future massage establishments vetted by the City's licensing application process (SEMMC Chapter 5.22) and ultimately entitled through a conditional use permit (SEMMC Section 17.03.230) will assist in these efforts by requiring a 1000 foot separation from sensitive uses and a 350 foot separation from the jurisdictional boundary.
2. *The proposed change is in conformance with the purpose of this chapter and with all applicable, officially adopted policies and plans;* The proposed amendment does not change the operational and security requirements and safeguards established in Chapter 5.22 to ensure future massage establishments and employees comply with state law for licensing. The proposed amendment provides a buffer distance from sensitive uses and the jurisdictional boundary in order to protect nearby sensitive uses. Thus the amendment is consistent with all applicable, officially adopted policies, regulations, and plans.
3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified;* No new massage establishments are proposed as part of the Zone Text Amendment. Existing buildings and operational footprints of general retail buildings within the City are sufficient for potential new massage establishment uses, provided they meet the separation requirements and obtain the necessary permits. As such, the existing retail buildings do not require additional streets and public facilities nor impose undue strain on existing infrastructure and services. Proposed modifications to any new subject sites must meet all applicable Planning and Building & Safety regulations. Therefore, no change in service use will occur to the subject properties.
4. *All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question;* The proposed amendment will ensure that future uses meet all applicable standards and requirements per SEMMC Chapter 5.22 and Section 17.03.230 and thus will be compatible with present and future uses.

ENVIRONMENTAL ANALYSIS/DETERMINATION

Staff reviewed the proposed project in accordance with the California Environmental Quality Act (CEQA) guidelines and has been determined that the project is exempt pursuant to CEQA Regulation 15061(b)(3). The amendment does not approve any development or construction, and any future projects will be subject to review pursuant to CEQA. The amendment does not allow for massage establishments to establish

locations in the City without undergoing the licensing application process to receive a permit, nor increase the number of massage establishments, and does not change any building regulations or requirements that could have an environmental impact. In addition, Section 15061(b)(3) includes the general rule that CEQA only applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, no further action is required under CEQA.

ATTACHMENT(S):

A. Massage Ordinance No. 1292
B. Planning Commission Resolution No. 26-06
C. March 25, 2026 Planning Commission Staff Report
D. Massage Buffer Map

ATTACHMENT A

ORDINANCE NO. 1292

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE CITY COUNCIL ADOPTING ZONE TEXT AMENDMENT (NO. 26-02) TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND A 1,000 FOOT BUFFER FROM ALL SENSITIVE USES

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

WHEREAS, pursuant to California Constitution Article XI, section 7, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council ("CAMTC") which limited cities' ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the City's ability to regulate massage establishments through land use and local licensing and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code ("SEMMC") in 2014 to include Chapter 5.22 (Massage Establishments) to impose licensing requirements for massage establishments in the City; and

WHEREAS, in 2024, the City amended the SEMMC again to include Section 17.03.230 (Massage establishments) to impose location and zoning regulations including a 500-foot distance requirement between massage establishments; and

WHEREAS, although massage establishments have legal status like other professions, the City continues to find massage establishments in the City frequently are not conducted like professional businesses, despite certification by the CAMTAC; and

WHEREAS, the Los Angeles County Sheriff's Department and the City's Code Enforcement Department have found massage establishments in the City have consistently operated without the necessary permits and engaging in illicit activities such as prostitution and human trafficking; and

WHEREAS, when massage establishments participate in such activities, it can change neighborhood character, impact quality of life, impact the local economy, reduce property values, disproportionately absorb public resources, and the damage public trust; and

WHEREAS, the City believes these public health, welfare, and safety issues can be

addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and

WHEREAS, on March 25, 2026, the South El Monte Planning Commission held a noticed public hearing and adopted Resolution No. 26-06 recommending City Council adoption of this Ordinance and ZTA No. 26-02; and

WHEREAS, the City Council held a noticed public hearing on this Ordinance on May ____, 2026 at which time it considered all testimony, both written and oral; and

WHEREAS, the City Council finds that a 1,000-foot distance requirement from sensitive uses and a 350-foot distance requirement from the City's jurisdictional boundary will aid in protecting the public health, safety, and welfare, and that these new requirements will not preclude the establishment of new massage businesses and is not directed toward a particular business or owner; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on May ___, 2026 for the first reading of Ordinance No. 1292 to be considered by City Council on May ___, 2026; and

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

SECTION 1: The Recitals set forth above are true and correct, are hereby adopted as findings, and are incorporated into the Ordinance.

SECTION 2: The City Council hereby approves the first reading of Ordinance No. 1292 which approves a ZTA to the SEMMC as set forth below.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated May 5, 2026, which is hereby incorporated into this Ordinance No. 1292 by reference, the City Council approves Planning Commission's recommendation to adopt ZTA 26-02 and approves the following Planning Commission findings made pursuant to SEMMC Section 17.03.150 (E)(3):

A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the city; and

B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans.

SECTION 4: In accordance with SEMMC Section 17.03.150(A), the proposed ZTA is consistent with the City's General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

SECTION 5: In accordance with SEMMC Section 17.03.150(C), the proposed ZTA does not relate to hazardous waste facilities and therefore shall be consistent with the portions of the county

of Los Angeles hazardous waste management plan as approved November 30, 1989, relating to siting of and siting criteria for hazardous waste facilities.

SECTION 6: Based on the findings, City Council approves ZTA 26-02, attached hereto as Exhibit "A" amending the SEMMC as follows:

A. Amend SEMMC Section 17.03.230 (Massage establishments) to impose 1,000-foot buffers from all sensitive uses and a 350-foot buffer from the jurisdictional boundary.

For the purposes of Exhibit A, ~~strikethroughs~~ represent deletions and double underline represents additions.

SECTION 7: Planning Commission determined, and the City Council agrees, that this project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Section 15061(b)(3) (common sense exemption), and a Notice of Exemption has been prepared. The exemption applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 8: If any section, subsection, sentence, clause, phrase or portion of this ordinance and/or the code adopted thereby is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The South El Monte City Council hereby declares that it would have adopted this ordinance and the code adopted thereby and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 9: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 10: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 11: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this _____ day of May 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1292 was duly introduced at a regular meeting of the City Council of the City of South El Monte held on the _____ day of May 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

EXHIBIT A TO ORDINANCE NO. 1292

17.03.230 Massage establishments.

A. Location Criteria. A massage establishment may be located in any zone district which permits that particular use subject to the following exceptions and qualifications:

3. A massage establishment shall not be established or located within one thousand (1,000) feet of any sensitive use, defined as K-12 schools, day care centers, religious institutions, parks, and residential-zoned property, and shall not be within three hundred and fifty (350) feet from the city’s jurisdictional boundary. The distance between any massage establishment sensitive use or jurisdictional boundary shall be the closest point between the two, measured in a straight line, without regard to the boundaries of the city and to intervening structures.

PLANNING COMMISSION

RESOLUTION NO. 26-06

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONE TEXT AMENDMENT (NO. 26-02), TO AMEND SOUTH EL MONTE MUNICIPAL CODE SECTION 17.03.230 MASSAGE ESTABLISHMENTS TO IMPOSE A BUFFER DISTANCE FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND A 1,000 FOOT BUFFER FROM ALL SENSITIVE USES

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

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, in 2009, Senate Bill 731 created the California Massage Therapy Council ("CAMTC"), which limited cities' ability to regulate massage establishments; and

WHEREAS, in 2015, AB 1147 restored the City's ability to regulate massage establishments through land use, local licensing, and health and safety requirements, subject to certain regulations; and

WHEREAS, the City amended the South El Monte Municipal Code ("SEMMC") in 2015 to include Chapter 5.22 (Massage Establishments) to impose licensing requirements for massage establishments in the City; and

WHEREAS, in 2024, the City amended the SEMMC again to include Section 17.03.230 (Massage establishments) to impose location and zoning regulations, including a 500-foot distance requirement between massage establishments; and

WHEREAS, although massage establishments have legal status like other professions, the Los Angeles County Sheriff's Department and the City's Code Enforcement Department have previously found massage establishments in the City operating without the necessary permits and engaging in unlawful massage services and illicit behavior; and

WHEREAS, unpermitted massage establishments also increase the risk of injury to massage clients due to improperly trained massage practitioners; and

WHEREAS, when massage establishments participate in illicit activities, it can change neighborhood character, impact quality of life, impact the local economy, reduce property values, disproportionately absorb public resources, and damage public trust; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its residents, visitors, and businesses by regulating unpermitted massage establishments and practitioners; and

WHEREAS, the City believes these public health, welfare, and safety issues can be addressed by imposing additional distance requirements from sensitive uses, such as parks, schools, day care centers, and residential areas; and

WHEREAS, the Planning Commission finds that a 1,000-foot distance requirement from sensitive uses and a 350-foot distance requirement from the City's jurisdictional boundary will aid in protecting the public health, safety, and welfare, and that these new requirements are consistent with the General Plan, will not preclude the establishment of new massage businesses, and is not directed toward a particular business or owner; and

WHEREAS, on March 25, 2026, the South El Monte Planning Commission held a noticed public hearing and adopted Resolution No. 26-06 recommending City Council adoption of this Ordinance and ZTA No. 26-02; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on March 5, 2026.

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

SECTION 1. The Planning Commission of the City of South El Monte hereby finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. This Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California Code of Regulations Section 15061(b)(3) (common sense exemption), and a Notice of Exemption has been prepared. The exemption applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated March 25, 2026, which is hereby incorporated into this Resolution No. 26-06 by reference, the Planning Commission hereby finds, pursuant to SEMMC Section 17.03.150 (E)(3), that:

A. Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City;

B. The proposed change is in conformance with the purpose of Chapter 17.03 (Permit Approval Procedures) and with all applicable, officially adopted policies and plans;

C. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified; and

D. All uses permitted when the property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question.

SECTION 4. In accordance with SEMMC Section 17.03.150(A), the proposed ZTA is consistent with the City's General Plan and other officially adopted policies and plans, and the goals and objectives stated therein. No goal or policy will be impaired.

General Plan Land Use Element

Policy 5.7: 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.

SECTION 5. In accordance with SEMMC Section 17.03.150(C), the proposed ZTA does not relate to hazardous waste facilities and therefore shall be consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan, as approved November 30, 1989, relating to siting of, and siting criteria for, hazardous waste facilities.

SECTION 6. Based on the findings in Sections 3 through 5 of this Resolution, the Planning Commission adopts this Resolution No.26-06 recommending City Council adoption of ZTA 26-02, amending SEMMC Section 17.03.230 (Massage establishments) to read as shown in Exhibit "A," attached to Ordinance No. XXXX.

SECTION 7. Any interested party may appeal this decision to the City Council pursuant to Section 17.03.130 (Public hearings—Procedure and conduct.)

ADOPTED this 25th day of March, 2026.

Chairman

ATTEST:

Secretary

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-06, 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 25th day of March, 2026, and that said Resolution was adopted by the following vote:

AYES:	Commissioner(s): Retamoza, Rubio, Tang, Vice Chair Barrera and Chair Ortiz
NOES:	Commissioner(s): None
ABSTAIN:	Commissioner(s): None
ABSENT:	Commissioner(s): None

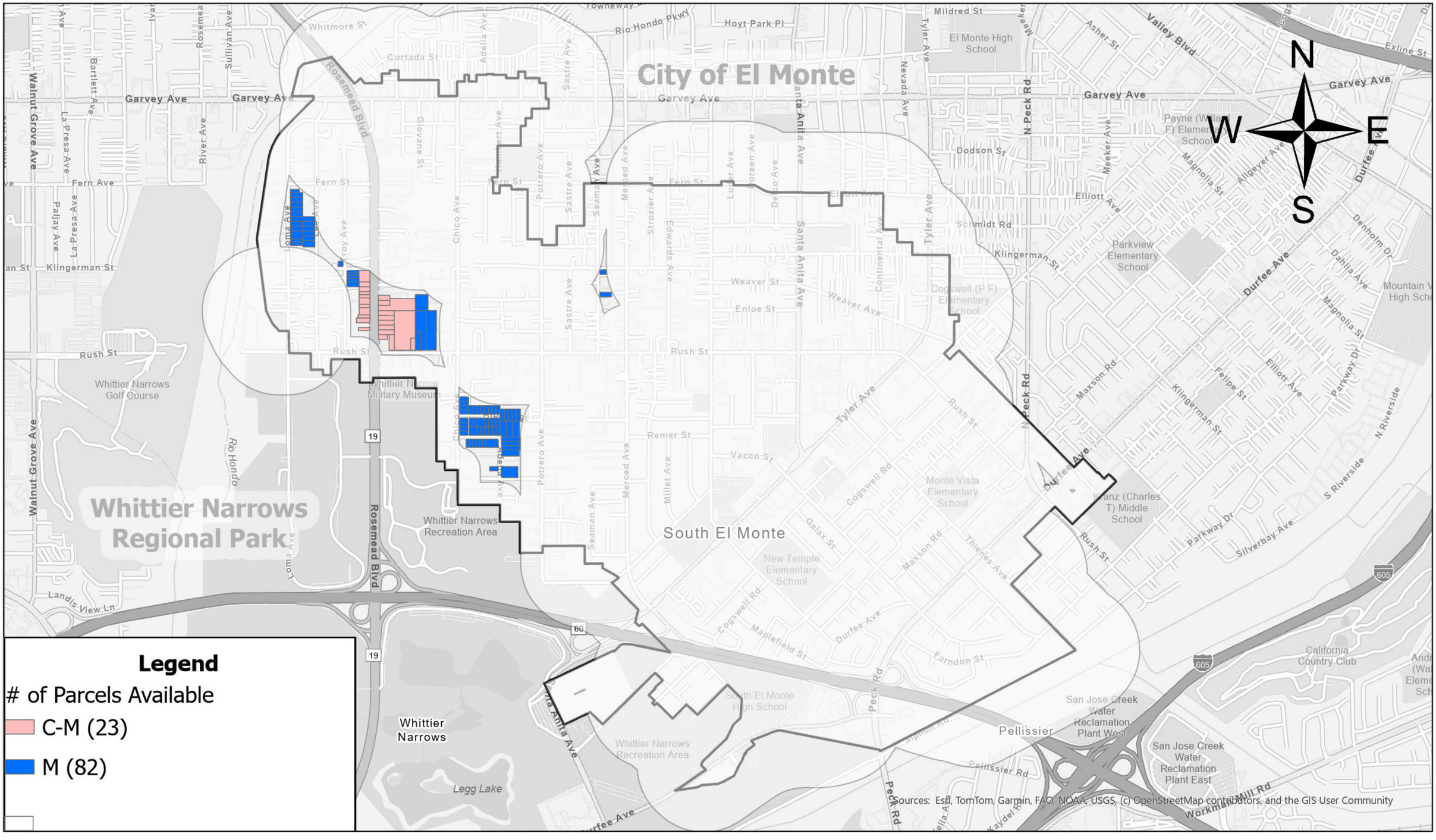
Renee Reyes

Secretary

MARCH 25, 2026 PLANNING COMMISSION STAFF REPORT

The March 25, 2026 Planning Commission Staff Report, including all associated attachments, are available on the City's website under "Meeting Agendas and Minutes." The Direct Link to all viewable documents can be found here:
https://southelmonteca.portal.civicclerk.com/event/582/files/report/2294

Buffer of 350 Feet from SEM Boundary and 1000 Feet From Sensitive Uses



City Council Agenda Report
Agenda Item No. 8.c.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1293 TO CONSIDER A ZONE TEXT AMENDMENT (NO. 26-01), TO AMEND CHAPTER 17.12 "ACCESSORY DWELLING UNITS", TO COMPLY WITH NEW REQUIREMENTS SET FORTH BY THE STATE OF CALIFORNIA.

SUMMARY: The proposed ordinance will amend Chapter 17.12 of the South El Monte Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Except as otherwise noted in this staff report, these new laws became effective January 1, 2026. The Planning Commission, at its regular meeting on March 24, 2026, recommended City Council approval of the proposed ordinance.

RECOMMENDED ACTION: Staff recommends that the City Council:

1. Conduct a public hearing;
2. Take public testimony; and
3. Waive full reading and introduce Ordinance No. 1293, approving Zone Text Amendment (No. 26-01) to amend and replace South El Monte Municipal Code ("SEMMC") Chapter 17.12 "Accessory Dwelling Units" to bring the SEMMC into conformity with the newly amended State law.

FISCAL/FINANCIAL IMPACT: No anticipated fiscal impact.

DISCUSSION: On March 25, 2026, the Planning Commission held a duly-noticed public hearing and adopted Resolution No. 26-05 to recommend the City Council approve of Zone Text Amendment (No 26-01) to adopt an ordinance amending Chapter 17.12 of the South El Monte Municipal Code to comply with changes to the State Law regarding Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Unit(s).

The Amendment reflects changes enacted by AB 462, AB 1154, SB 9, and SB 543. AB

462 was enacted as an urgency measure that took effect immediately on October 10, 2025 when signed by the Governor. The legislation does not require any changes to a local ordinance and only requires local agencies observe the rules established by AB 462.

The other bills to be discussed were not urgency measures, but enacted as and took effect on January 1, 2026. In order for the City's ADU Ordinance to remain valid and enforceable, it must be updated to reflect new changes in state law. Adopting the proposed Ordinance (**Attachment A**) ensures that the City's ADU Ordinance will be in compliance with State law. For these reasons, the Planning Commmission and staff have recommended that the City Council adopt the attached Ordinance.

The following discussion summarizes the content of the legislation and amendment.

ANALYSIS:

AB 462 - Certificates of Occupancy Exceptions
AB 462 modifies several permitting requirements associated with processing ADUs, including those located in the Coastal Zone. Beyond changes to Coastal Development Permit (CDP) processing which are not applicable to South El Monte, AB 462 modifies the rules governing the issuance of a Certificate of Occupancy (CO) for an ADU.

Historically, when an ADU is proposed with a new primary dwelling, State Law required that a CO must be issued for the primary dwelling before a CO could be issued for the ADU. AB 462 creates a narrow exception to this prohibition for detached ADUs when all of the following conditions are satisfied:

1. The Governor has declared a state of emergency for the county on or after February 1, 2025;
2. The primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation; and,
3. The ADU has been issued construction permits and passed all required inspections.

If these conditions are satisfied, a CO could be issued for a new detached ADU prior to a CO being issued for a new primary dwelling (Government Code Section 66328(b).). In all other scenarios, a CO must be issued for the primary dwelling before a CO could be issued for an ADU.

AB 1154 (2025) – JADU Owner-Occupancy & Short-Term Rental Provisions
Previously, when a property owner wished to establish a JADU, State Law required owner-occupancy. This meant the property owner had to reside either in the JADU or in the remaining portion of the primary dwelling. AB 1154 refines this requirement and only requires owner-occupancy when a JADU shares sanitation facilities (bathroom) with the remaining portion of the primary dwelling. If the JADU has its own bathroom, then the property owner would not be required to reside on the property (Government Code Section 66333(b)).

AB 1154 further clarifies that JADUs may not be used as short-term rentals, or a dwelling rented for a term shorter than 30 days (as amended in Government Code Section 66333(b). Although this prohibition is commonly found in local ADU ordinances, AB 1154 formally codifies this prohibition at the State level.

SB 9 (2025) & SB 543 (2025) – ADU Ordinance Submittal to and Approval from HCD
Under existing law, local agencies are required to submit a copy of their ADU ordinance to the California Department of Housing and Community Development (HCD) within 60 days of adoption. SB 543 and SB 9 (not to be confused with SB 9 as it relates to lot splits) create a penalty for local agencies who fail to submit their ADU Ordinance to HCD within 60 days of adoption by rendering the local ordinance null and void. These bills further specify that a local ADU ordinance could also become null and void if HCD issues findings that state the local ordinance does not comply with State law and the local agency fails to respond to HCD within 30 days (Government Code Section 66326(d) and new Government Code Section 66333.5(d)).

SB 543 – ADU Size, Number of ADUs, Impact Fees, and Application Timelines
SB 543 makes numerous changes and clarifications to State Law related to ADUs and the most notable are summarized hereafter.

ADU & JADU Size
Existing law limits the maximum size of a JADU to 500 square feet, and SB 543 clarifies this size limit is restricted to the "interior livable space" and excludes exterior walls. SB 543 also prohibits local ADU ordinances from imposing certain development standards that would prevent an ADU created under Government Code Section 66314 through 66322 from being at least 800 square feet (amended Government Code Section 66313(d) ad 66321(b)(2)).

Impact Fees
Existing law exempts ADUs that are 750 square feet or smaller from development impact fees (DIFs). SB 543 clarifies that DIFs may not be imposed on an ADU that has 750 or fewer square feet of interior livable space or on a JADU with 500 or fewer square feet of interior livable space. The bill also exempts an ADU or JADU with fewer than 500 square feet of interior livable space from school impact fees (amended Government Code Section 66311.5).

Quantity of ADUs Created Under Government Code Section 66323
Existing state law creates four categories of ADUs that must be approved if they comply with the limited standards provided in Government Code Section 66323(a)(1) through 66323(a)(4). These are:

- A converted ADU and JADU created on a lot with a proposed or existing single-family dwelling (Government Code Section 66323(a)(1));
- A detached ADU created on a lot with a proposed or existing single-family dwelling (Government Code Section66323(a)(2));
- Converted ADUs created in an existing multifamily dwelling (Government Code Section66323(a)(3)); and,
- Detached ADUs created on a lot with a proposed or existing multifamily dwelling.

Previously, there had been uncertainty as to whether ADUs created under Government Code section 66323 could be combined. Some practitioners interpreted the statute to not require local agencies to allow combinations. Initially, HCD took the same position in their 2020 ADU Handbook. More recently, HCD has now determined that combinations could be permitted as indicated in January 2025 ADU Handbook (p. 19 “[Pursuant to

Government Code section 66323, subdivision (a), local governments must allow units created pursuant to subparagraphs (1) and (2) together or (3) and (4) together"].) SB 543 codifies HCD's most recent interpretation by amending Government Code Section 66323 to specifically allow combinations. Thus, a lot with a multifamily dwelling can now have converted ADU(s) created under Section 66323(a)(3) and detached ADUs created under Section 66323(a)(4). Additionally, a lot with a single family dwelling can now have a converted ADU and a JADU created under Section 66323(a)(1) and a detached ADU created under Section 66323(a)(2).

ADU Permitting Process

Existing law has required local agencies to approve or deny an ADU application within 60 days of receiving a complete application. However, State law did not have any provisions with respect to incompleteness determinations, subsequent resubmittals, and appealing local decisions on ADU applications. Presently, SB 543 now requires local agencies to:

1. Determine whether an ADU application is complete within 15 business days of submittal;
    - If the application is incomplete, within the same 15 days provide the applicant with a list of incomplete items and how to address them;
2. Review a resubmitted application for completeness within 15 business days;
3. Provide the applicant with a written appeal process for any incompleteness determination or denial (to the Planning Commission or City Council, or both); and,
4. Provide a final written determination on the appeal within 60 business days of receiving the appeal. (See amended Gov. Code, §§ 66317 [ADUs], 66335 [JADUs].)

CONCLUSION: The amendments contained in the ordinance are intended to implement changes necessary to bring SEMMC Chapter 17.12 into compliance with the State of California laws regarding the regulation of ADUs.

ATTACHMENT(S):

A. ADU Ordinance No. 1293
B. Exhibit A to Ordinance, Proposed ADU Amendment/Chapter 17.12 of City of South El Monte Municipal Code

ATTACHMENT A

ORDINANCE NO. 1293

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE CHAPTER 17.12 "ACCESSORY DWELLING UNITS" TO CONFORM WITH STATE LAW

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law; and

WHEREAS, new updates to state ADU law take effect on January 1, 2026, and for the City's ADU ordinance to be valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, on March 25, 2026, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on May 5, 2026 the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4. Code Amendment. Chapter 17.12 of the South El Monte Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1415 Santa Anita Avenue, South El Monte, CA 91733.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED, AND ADOPTED this ____ day of May 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie A. Altamirano, City Attorney

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Ordinance, being Ordinance No. 1293 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of May 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

EXHIBIT A

Section 17.12 Accessory Dwelling Units

(a) **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.

(b) **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:

(1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

(2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

(3) Considered in the application of any local ordinance, policy, or program to limit residential growth.

(4) Required to correct a nonconforming zoning condition, as defined in subsection (c)(8) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

(c) **Definitions.** As used in this section, terms are defined as follows:

(1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined by section 17958.1 of the California Health and Safety Code; and

(B) A manufactured home, as defined by section 18007 of the California Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Complete independent living facilities" means 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.

(4) "Efficiency kitchen" means a kitchen that includes all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.

(5) "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:

(A) It is no more than 500 square feet of interior livable space in size.

(B) It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.

(C) It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

(D) If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.

(E) It includes an efficiency kitchen, as defined in subsection (c)(4) above.

(6) "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

(7) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(8) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(9) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

(10) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

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

(12) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(d) **Approvals.** The following approvals apply to ADUs and JADUs created under this section:

(1) **Ministerial ADU and Building Permits Required**. Every ADU and JADU requires an ADU permit and a building permit. The city will review and approve permit applications in accordance with subsection (d)(3) below.

(2) **Processing Fee**. The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the Director of Community Development ("Director") and approved by the city council by resolution.

(3) **Process and Timing.**

(A) **Completeness.**

(i) **Determination in 15 days.** The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.

(ii) **Incomplete items.** If the city's determination under subsection (d)(3)(A)(i) above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

(iii) **Cure.** After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.

(iv) **Subsequent submittals.** If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.

(v) **Deemed complete.** If the city does not make a timely determination as required by this subsection (A), the application or resubmitted application is deemed complete for the purposes of subsection (d)(3)(C) below.

(vi) **Appeal of incompleteness.** An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

(B) **No discretion or hearing.** Ministerial permits for an ADU or JADU are considered and approved without discretionary review or a hearing.

(C) **Deadline to approve or deny ministerial approvals.** The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a complete application. If the city has not approved or denied the complete application within 60 days, the application is deemed approved unless either:

(i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(ii) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

(D) **Denial.** If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (d)(3)(C) above.

(E) **Appeal of denial.** An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

(F) **Concurrent review of demolition.** A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

(e) **Classes.**

(1) **Class 1: Statutorily Regulated.** Class 1 ADUs and JADUs are approved under Government Code section 66323. If an ADU or JADU complies with each of the general requirements in subsection (f) below, it is allowed in each of the scenarios provided in this subsection (e)(1). An ADU and JADU approved under subsection (e)(1)(A) may be combined with an ADU approved under subsection (e)(1)(B), and ADUs approved under subsection (e)(1)(C) may be combined with ADUs approved under subsection (e)(1)(D).

(A) **Converted on Lot with Single-Family:** One ADU as described in this subsection (e)(1)(A) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and

(ii) Has exterior access that is independent of that for the single-family dwelling; and

(iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

(iv) The JADU complies with the requirements of Government Code sections 66333 through 66339.

(B) **Limited Detached on Lot with Single-Family:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of the following limitations:

(i) The side- and rear-yard setbacks are at least four feet.

(ii) The total floor area is 800 square feet of livable space or smaller.

(iii) The peak height above grade does not exceed the applicable height limit in subsection (f)(2) below.

(C) **Converted on Lot with Multifamily:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (e)(1)(C), at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.

(D) **Limited Detached on Lot with Multifamily:** No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:

(i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.

(ii) The peak height above grade does not exceed the applicable height limit provided in subsection (f)(2) below.

(iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) **Class 2: Locally Regulated.** Class 2 ADUs are approved under Government Code sections 66314–66322. Except for Class 1 ADUs approved under subsection (e)(1) above, all ADUs are subject to the standards set forth in subsections (f) and (g) below.

(f) **General Requirements.** The following requirements apply to all Class 1 and Class 2 ADUs and JADUs:

(1) **Zoning.**

(A) A Class 1 ADU approved under subsection (e)(1) may be created on a lot in a residential or mixed-use zone.

(B) A Class 2 ADU approved under subsection (e)(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

(C) In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) **Height.**

(A) Except as otherwise provided by subsections (f)(2)(B) and (f)(2)(C) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.

(B) A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

(C) A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.

(D) An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies

to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (f)(2)(D) may not exceed two stories.

(E) For purposes of this subsection (f)(2), height is measured from existing legal grade or the level of the lowest floor, whichever is lower, to the peak of the structure.

(3) **Fire Sprinklers.**

(A) Fire sprinklers are required in an ADU or JADU if sprinklers are required in the primary residence.

(B) The construction of an ADU or JADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(4) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

(5) **No Separate Conveyance.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

(6) **Septic System.** If the ADU or JADU will connect to an onsite wastewater-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

(7) **Owner Occupancy.**

(A) **ADUs.** ADUs are not subject to an owner-occupancy requirement.

(B) **JADUs.**

(i) **Generally.** As required by state law, JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence.

(ii) **Exceptions.** The owner-occupancy requirement in this subsection (f)(7)(B) does not apply in either of the following situations:

(I) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).

(II) The property is entirely owned by another governmental agency, land trust, or housing organization.

(8) **Deed Restriction.** Prior to issuance of a certificate of occupancy for a JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

(A) The JADU may not be sold separately from the primary dwelling.

(B) The JADU is restricted to the approved size and to other attributes allowed by this section.

(C) The deed restriction runs with the land and may be enforced against future property owners.

(D) The deed restriction may be removed if the owner eliminates the JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of a JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

(E) The deed restriction is enforceable by the Director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the JADU in violation of the recorded restrictions or abatement of the illegal unit.

(9) **Building & Safety.**

(A) **Must comply with building code.** Subject to subsection (f)(9)(B) below, all ADUs and JADUs must comply with all local building code requirements.

(B) **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this

subsection (f)(9)(B) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

(10) **Certificate of Occupancy Timing.**

(A) **Generally.** No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.

(B) **Limited Exception for State-declared Emergencies.** Notwithstanding subsection (f)(10)(A) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:

(i) The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.

(ii) The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.

(iii) The ADU has been issued construction permits and has passed all required inspections.

(iv) The ADU is not attached to the primary dwelling.

(g) **Specific ADU Requirements.** The following requirements apply only to Class 2 ADUs approved under subsection (e)(2) above. This subsection (g) does not apply to Class 1 ADUs or JADUs approved under subsection (e)(1) above.

(1) **Maximum Size.**

(A) The maximum size of a detached or attached ADU subject to this subsection (g) is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet of interior livable space for a unit with two or more bedrooms.

(B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

(C) Application of other development standards in this subsection (g), such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (g)(1)(B) above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU have less than 800 square feet of interior livable space.

(2) **Floor Area Ratio (FAR).** No ADU subject to this subsection (g) may cause the total FAR of the lot to exceed maximum allowed by city subject to subsection (g)(1)(C) above.

(3) **Setbacks.**

(A) ADUs that are subject to this subsection (g) must conform to 4-foot side and rear setbacks. ADUs that are subject to this subsection (g) must conform to city code for front setbacks, subject to subsection (g)(1)(C) above.

(B) No setback is required for an ADU that is subject to this subsection (g) if the ADU is constructed in the same location and to the same dimensions as an existing structure.

(4) **Lot Coverage.** No ADU subject to this subsection (g) may cause the total lot coverage of the lot to exceed maximum percent as allowed by city subject to subsection (g)(1)(C) above.

(5) **Minimum Open Space.** No ADU subject to this subsection (g) may cause the total percentage of open space of the lot to fall below 50 percent, subject to subsection (g)(1)(C) above.

(6) **Passageway.** No passageway, as defined by subsection (c)(9) above, is required for an ADU.

(7) **Parking.**

(A) Generally. One off-street parking space is required for each ADU or bedroom, whichever is less. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (c)(12) above.

(B) Exceptions. No parking under subsection (g)(7)(A) is required in the following situations:

(i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection (c)(11) above.

(ii) The ADU is located within an architecturally and historically significant historic district.

(iii) The ADU is part of the proposed or existing primary residence or an accessory structure.

(iv) When on-street parking permits are required but not offered to the occupant of the ADU.

(v) When there is an established car share vehicle stop located within one block of the ADU.

(vi) When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (g)(7)(B)(i) through (v) above.

(C) No Replacement. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(8) **Architectural Requirements.**

(A) The materials and colors of the exterior walls, roof, and windows and doors must be the same as those of the primary dwelling.

(B) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

(C) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

(D) The ADU must have an independent exterior entrance, apart from that of the primary dwelling.

(E) The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.

(F) No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.

(G) All windows and doors in an ADU less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(9) **Landscape Requirements.** Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

(A) At least one 15-gallon size plant must be provided for every five linear feet of exterior ADU wall. Alternatively, at least one 24" box size plant must be provided for every ten linear feet of exterior ADU wall.

(B) Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.

(C) All landscaping must be drought-tolerant.

(D) All landscaping must be from the city's approved plant list.

(10) **Historical Protections.** An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

(11) **Allowed Stories.** No ADU subject to this subsection (g) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (f)(2)(D) of this section.

(h) **Fees.** The following requirements apply to all Class 1 ADUs and JADUs and Class 2 ADUs that are approved under subsections (e)(1) or (e)(2) above.

(1) **Impact Fees.**

(A) No impact fee is required for a JADU or for an ADU that has less than 750 square feet of interior livable space. For purposes of this subsection (h)(1), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

(B) A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.

(C) Any impact fee that is required for an ADU that has 750 square feet or more of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

(2) **Utility Fees.**

(A) If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

(B) Except as described in subsection (h)(2)(A), JADUs and converted ADUs on a single-family lot that are created under subsection (e)(1)(A) above are not required to have a new or separate utility connection directly between the JADU or ADU and the utility. Nor is a connection fee or capacity charge required. Notwithstanding the rest of this paragraph, a direct utility

connection is required for separate conveyance of an ADU when separate conveyance is allowed under this code.

(C) Except as described in subsection (h)(2)(A), all ADUs that are not covered by subsection (h)(2)(B) require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.

(i) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

(ii) The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

(i) **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures**.

(1) **Generally.** The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

(2) **Unpermitted ADUs and JADUs constructed before 2020.**

(A) **Permit to Legalize.** As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:

(i) The ADU or JADU violates applicable building standards, or

(ii) The ADU or JADU does not comply with state ADU or JADU law or this ADU ordinance (section NN.NNN).

(B) **Exceptions:**

(i) Notwithstanding subsection (i)(2)(A) above, the city may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.

(ii) Subsection (i)(2)(A) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

(j) **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that would otherwise be allowed under this section but that does not conform to the objective design or development standards set forth in subsections (a) through (i) of this section may be allowed by the city with a conditional use permit, in accordance with the other provisions of this title.

City Council Agenda Report
Agenda Item No. 8.d.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1294, AMENDING SECTION 5.24.180 OF CHAPTER 5.24 OF TITLE 5 IMPOSING A 500-FOOT NON-SOLICITATION BUFFER AROUND K-12 SCHOOLS IN THE CITY

SUMMARY: Consideration to introduce by title only for first reading of Ordinance No. 1294 amending Section 5.24.180 ("Manner of Solicitation" attachment C) of Chapter 5.24 ("Solicitation") of Title 5 ("Business Taxes, Licenses and Regulations"), establishing a 500-foot non-solicitation buffer around K-12 schools in the City to protect and preserve the public health, safety, and welfare.

RECOMMENDED ACTION: Staff recommends City Council:

1. Conduct a public hearing;
2. Take public testimony;
3. Find that Ordinance No. 1294 is a constitutionally permissible and necessary time, place, and manner regulation; and
4. Waive full reading and introduce Ordinance No. 1294 by title only to amend the South El Monte Municipal Code (SEMMC) Section 5.24.180 ("Manner of Solicitation") to prohibit solicitation activities within 500-feet of K-12 schools.

FISCAL/FINANCIAL IMPACT: No anticipated financial impact.

DISCUSSION: City Council directed staff to bring an ordinance prohibiting solicitation within 500 feet of all K-12 schools in the City to protect public health, safety, and welfare. Currently, City Code Enforcement officers and City-contracted Parking Enforcement officers assist the following K-12 schools with daily traffic control during the busiest times for student drop-off and pick-up:

- New Temple Elementary
- Monte Vista School
- Miramonte Elementary

- Dean L. Shively Middle School
- South El Monte High School
- Epiphany Catholic School

On occasion, solicitors are present during these hours, creating potential hazards by walking between vehicles temporarily stopped in the street, disrupting traffic flow, distracting parents and children, and causing crowding on sidewalks. This hazardous behavior not only raises public health, safety, and welfare issues, but also risks additional expenditure of public resources. Adopting a distance and time regulation that prohibits solicitation within 500 feet of K-12 schools will protect students, parents, and school employees and ensure efficient and safe traffic flow.

This Ordinance will prohibit all solicitation within 500 feet of K-12 schools within thirty minutes of school starting or ending, including any break periods during school hours. Solicitors, provided they obtain a City permit, will still be able to solicit near schools in the early morning and afternoon hours and in areas depicted in the attached map (Attachment B). Note that Loma Elementary School is included on the map, but is currently closed.

FINDINGS:
Pursuant to the First Amendment of the U.S. Constitution, and subject to the regulations under SEMMC Chapter 5.24 ("Solicitation"), people may solicit for any commercial, charitable, or other purpose in the City, but must first apply for and obtain a solicitation permit. The City may adopt Ordinance No. 1294 further regulating solicitation if the new regulation is content-neutral and (1) serves a legitimate public interest; (2) is narrowly tailored to serve that interest; and (3) leaves open alternative channels for communication.

1. *The Ordinance is Content-Neutral.* The Ordinance does not regulate solicitation based on the content of speech. The new regulation expressly provides that the 500-foot distance requirement applies to all solicitation, including "any commercial, noncommercial, charitable, religious, civic, political, or non-political purpose or activity… ."
2. *The Ordinance Serves a Legitimate Public Interest.* The City has a legitimate public interest in protecting and preserving public health, safety, and welfare. Solicitation activities within 500 feet of schools during school hours create a public hazard to students, parents, teachers, administrators, and the general public, and the City has a duty and legitimate interest in addressing public hazards.
3. *The Ordinance is Narrowly Tailored to Serve that Interest.* The Ordinance only prohibits solicitation activities during times and at locations when they are considered hazardous to the general public. Further streamlining this Ordinance invites continued risks to the public health, safety, and welfare around schools and impacts on traffic around schools.
4. *The Ordinance Leaves Open Alternative Channels for Communication.* As noted in the attached map, people may solicit in most other areas in the City and are able to solicit near schools outside the times when such activity is prohibited, including early morning and late afternoon hours.

CONCLUSION:
Staff recommends introducing by title only the proposed Ordinance No. 1294 for first

reading and finding that it is a permissible and necessary time, place, and manner regulation on solicitation. A Notice of Public Hearing was published on April 20, 2026, in the San Gabriel Valley Tribune.

ATTACHMENT(S):

A. SEM_School Buffer Ordinance No. 1294 Solicitation
B. Solicitation 500ft_3
C. SEMMMC Section 5.24.180 (Manner of Solicitation)

ATTACHMENT A

ORDINANCE NO. 1294

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING THE SOUTH EL MONTE MUNICIPAL CODE SECTION 5.24.180 (MANNER OF SOLICITATION) TO IMPOSE A 500-FOOT NON-SOLICITATION BUFFER AROUND K-12 SCHOOLS

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of South El Monte ("City") has the authority, under its police power, to enact regulations for the public health, safety, and welfare of the City; and

WHEREAS, the City may regulate constitutionally protected speech if the regulations are content-neutral and (1) serve a legitimate public interest; (2) are narrowly tailored to serve that interest; and (3) leave open alternative channels for communication; and

WHEREAS, City code enforcement officers and City-contracted parking officers assist six schools in the City with daily traffic control during the busiest times for student drop-off and pickup; and

WHEREAS, solicitors are sometimes present during these times, walking in between cars stopped in the street, speaking with drivers, disrupting traffic flow, distracting parents and children, and causing crowding on sidewalks; and

WHEREAS, to alleviate any impact on traffic and maintain the public safety and welfare around schools, the City seeks to prohibit all solicitation activities within 500-feet of school campuses; and

WHEREAS, the City Council held a noticed public hearing on this Ordinance on May 5, 2026, at which time it considered all testimony, both written and oral; and

WHEREAS, the City Council finds that a 500-foot non-solicitation buffer from schools will aid in protecting the public health, safety, and welfare; and

WHEREAS, a notice of public hearing was posted in the San Gabriel Valley Tribune on March 26, 2026, for the first reading of Ordinance No. 1294 to be considered by City Council on May 5, 2026.

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

SECTION 1: The above recitals are true and correct and are hereby adopted as findings, and are incorporated into this Ordinance by this reference.

SECTION 2: Based on the record of the hearing, including all information presented at the hearing and the staff report dated March 3, 2026, which is hereby incorporated into this Ordinance No. 1294 by reference, the City Council finds a 500-foot non-solicitation buffer around

schools is a permissible, content-neutral time, place, and manner regulation because it adheres to the following requirements:

A. It serves a legitimate public interest;

B. It is narrowly tailored to serve that interest; and

C. It leaves open alternative channels for communication.

SECTION 3: Based on the foregoing, the City Council hereby introduces this Ordinance, imposing a 500-foot non-solicitation buffer around K-12 schools in the City, as a permissible and necessary time, place, and manner regulation to protect the public health, safety, and welfare.

SECTION 4: Section 5.24.180 (Manner of solicitation) of Chapter 5.24 (Solicitation) of Title 5 (Business Taxes, Licenses and Regulations) of the South El Monte Municipal Code is hereby amended to add a subsection "K," to read in its entirety as follows:

"K. No person shall solicit for any commercial, noncommercial, charitable, religious, civic, political, or non-political purpose or activity within five hundred (500) feet of any K-12 school within thirty minutes of school starting or ending, including any break periods during school hours."

SECTION 5: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance and/or the code adopted thereby is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The South El Monte City Council hereby declares that it would have adopted this Ordinance and the code adopted thereby, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 6: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 7: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this ___ day of May, 2026.

[SIGNATURES ON FOLLOWING PAGE]

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie A. Altamirano, City Attorney

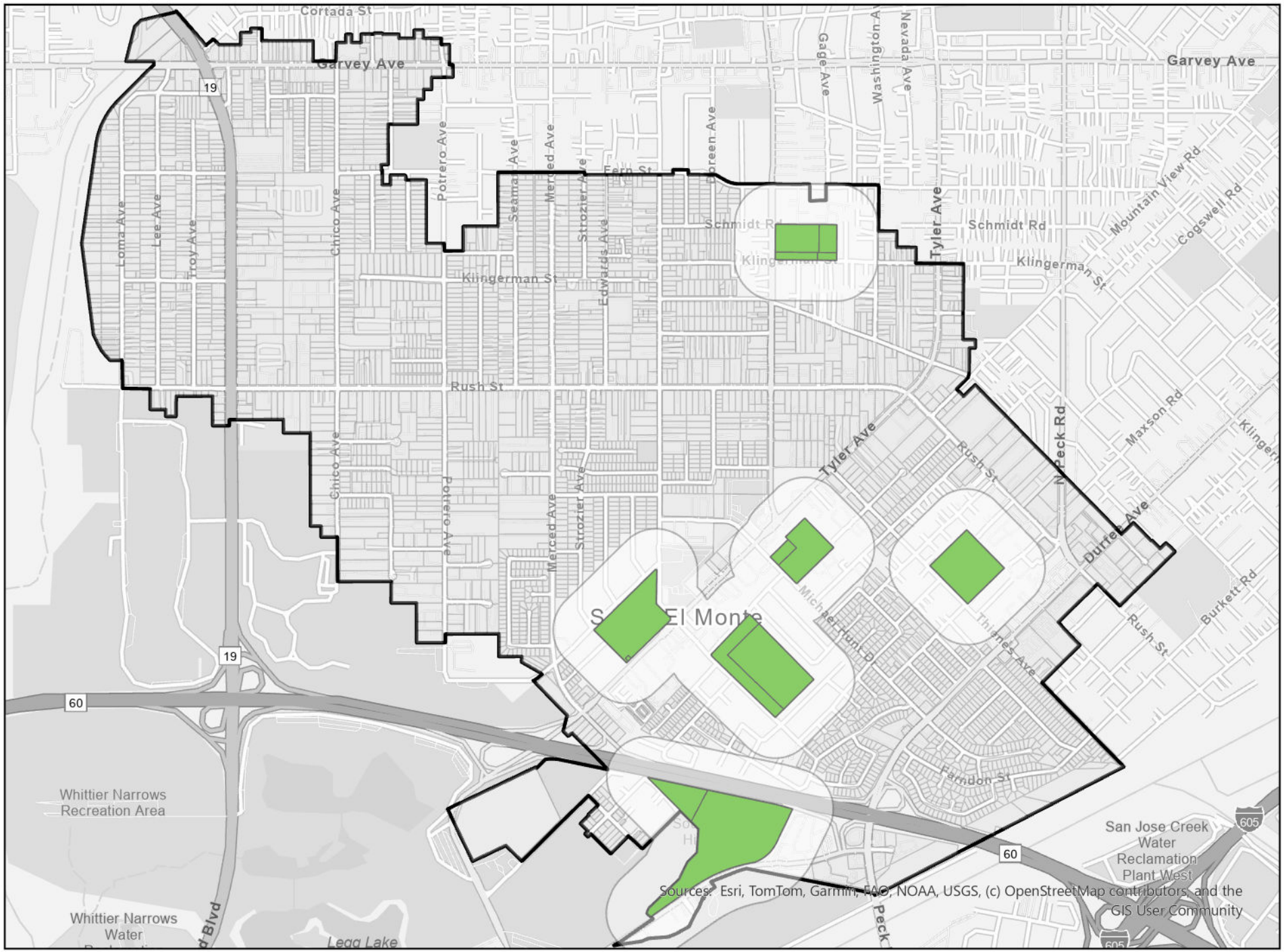
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Ordinance, being Ordinance No. 1294 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of May 2026, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

Solicitation 500-foot Buffer from K-12 Schools



§ 5.24.180. Manner of solicitation.

A. No person shall solicit without a permit or an identification card.

B. No person shall allow any person under sixteen years of age to solicit after six p.m. unless accompanied by a parent, guardian or other responsible adult, nor shall any person under the age of sixteen years solicit after such time unless accompanied by a parent, guardian or other responsible adult.

C. No person shall solicit at any dwelling, including but not limited to a house, apartment or condominium where there is a sign indicating "No Solicitations," "Do Not Disturb," or any other indication that the occupants do not wish to be solicited or in any other way have their privacy disturbed.

D. No person to whom a permit has been issued under this chapter, nor any of the agents or solicitors of such person, shall touch, come into physical contact with, or affix any object to the person of any member of the public, without first receiving express permission therefor from such member of the public.

E. No person to whom a permit has been issued under this chapter, nor any of the agents or solicitors of such person, shall persistently and importunately solicit any member of the public after such member of the public expresses his or her desire not to be solicited.

F. No person to whom a permit has been granted under this chapter, nor any of the agents or solicitors of such person, shall intentionally or deliberately obstruct the free movement of any person on any street, sidewalk or other place or in any place open to the public generally.

G. No person to whom a permit has been granted under this chapter, nor any of the agents or solicitors of such person, shall solicit from a captive audience. "Captive audience" is defined as purposefully stationary persons, such as persons in lines or seated in public places.

H. No person shall threaten any injury or damage to any person who declines to be solicited.

I. No person shall accept food stamps as a contribution.

J. No person shall misrepresent his or her mental health while soliciting.

(Prior code §7-6-18; Ord. 703 §2, 1984; Ord. 788 §1, 1987)

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City Council Agenda Report
Agenda Item No. 9.a.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: CONSIDERATION AND APPROVAL OF THE BUSINESS MURAL INCENTIVE PROGRAM

SUMMARY: The Business Mural Incentive Program establishes a strategic framework to incentivize businesses within the Arts District to participate in the City's Business Mural Program. In addition to existing incentives, staff proposes a pilot program seeded with $50,000 transferred from the General Fund balance reserves and managed internally based on effectiveness for paint reimbursement, mural lighting, and/or an artist stipend in addition to sign permit fee waivers, artist business license fee waivers, and free rental of the City's scissor lift and time-lapse video equipment.

RECOMMENDED ACTION: Staff recommends City Council discuss and approve the Business Mural Incentive Program seeded with $50,000 transferred from the General Fund balance reserves.

FISCAL/FINANCIAL IMPACT: $50,000 will be transferred from the General Fund balance reserves to the Business Mural Incentive Program.

DISCUSSION: The Business Mural Incentive Program establishes a strategic framework to incentivize businesses within the Arts District to participate in the City's Business Mural Program as discussed on SEM.art. By mitigating financial and logistical hurdles, this program seeks to accelerate the visual transformation of the South El Monte Arts District into a premier cultural destination.

The City has successfully launched the foundational components of its arts initiative via SEM.art. Current active programs related to business murals include:

- Business Mural Program: A collaboration where the City facilitates the installation of high-quality murals on private commercial property. This program encourages art within the industrial and commercial corridors while fostering a unique district identity. The City will help promote the business and artist through the Arts Map on SEM.art and both the business and muralist will be featured in the City newsletter and social media, as a part of an unveiling reception, and through City Council recognition.
- Featured Artist Program: Artists participating in the Business Mural program will be featured on the Arts Map and Artist registry and participate in the same cross-marketing efforts as the business. A link to the artist's Instagram, complete with their biography, and a photograph of

the artwork will be posted at SEM.art. This database serves as a resource for property and business owners to identify talent capable of executing large-scale public works with the artist they prefer.

To increase participation, staff proposes a pilot Business Mural Incentive Program seeded with $50,000 transferred from the General Fund balance reserves. This program will be managed internally, allowing staff to allocate resources based on the specific needs and effectiveness of individual project applications. Murals shall be a minimum of 400 square feet (or relative proportion thereof) to maximize the incentives. Proposed incentives funded by the seed funds include:

- Paint Reimbursement: Direct reimbursement up to $1,000 for high-quality, durable paint and anti-graffiti coatings after the mural is completed and certified.
- Mural Lighting: Direct reimbursement for mural lighting up to $300 for the high-quality installation of LED or solar lighting (e.g., up-lighting, down-lighting, timers) to ensure artworks are visible and to enhance public safety at night.
- Artist Scholarships: Providing stipends up to $1,200 per mural as a direct payment to the artist intended for talented, local emerging artists with residency or student status in the San Gabriel Valley. Stipend criteria will be further determined by staff.

This financial incentive program allows for the funding of approximately 20 mural projects within the Arts District.

In addition to financial reimbursements, the program will be updated to include the following:

- Fee Waivers: Waiver of all Sign Permit fees related to murals only for businesses. Artists will not be subject to Business License fees for only those participating in the mural program.
- City Scissor Lift: Free rental of the City's scissor lift for approved mural installations provided appropriate deposit and liability waivers are provided, which significantly reduces rental costs for artists.
- Time Lapse Video: The City has purchased the equipment necessary to produce time-lapse videos for artwork and construction within the City. This program will allow the artist to rent the equipment for free with an appropriate deposit and waiver under the direction of staff.

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 9.b.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: CONSIDERATION OF RESOLUTION NO. 26-033, APPROVING AGREEMENT WITH DAWSON & ASSOCIATES FOR CONSULTING SERVICES FOR INTERGOVERNMENTAL COORDINATION (IGC)

SUMMARY: A consultant is needed to provide professional intergovernmental coordination services to effectively communicate municipal opportunities and strengthen partnerships with Federal and Los Angeles County representatives affiliated with Whittier Narrows in the County of Los Angeles. Dawson & Associates is familiar with such coordination through the recent Magellan Industrial/Recreation project at 825 Lexington Gallatin Road. The firm possesses a unique history and technical expertise regarding South El Monte's specific needs. Staff recommends entering into a professional services agreement to ensure the City follows appropriate strategy, procedures, and communication with Federal agencies to understand land use opportunities within Whittier Narrows.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-033, approving a professional services agreement with Dawson & Associates for Intergovernmental Coordination Services in an amount not to exceed $117,000 for an initial term of one hundred and eighty (180) days.

FISCAL/FINANCIAL IMPACT: This item was not budgeted in Fiscal Year 2025-26, so General Fund reserves will be applied. For Fiscal Year 2026-27, this item will be budgeted within the General Fund's Economic Development Department (01-180-1800-5215) pending City Council adoption of the Fiscal Year 2026-27 budget.

DISCUSSION: The City of South El Monte is exploring opportunities within the Whittier Narrows Recreation Area, specifically related to the upcoming 2028 Summer Olympics Clay Shooting competition, establishing "Cool Zones," allowable uses at the site north of the Magellan property at 825 Lexington-Gallatin Road and within Whittier Narrows adjacent to the Arts District (both south and west). The land is owned by the U.S. Army Corps of Engineers (USACE) and within the County of Los Angeles' jurisdiction with specific County parks and recreation designations. Towards these efforts, the City

requires specialized intergovernmental coordination. Dawson & Associates (D&A) proposes to provide these consulting services, leveraging a team of former high-ranking federal officials to facilitate appropriate coordination and outcomes.

D&A will lead or participate in managing communications with the USACE Los Angeles District, and review responses to agency requests for information to maintain a strong partnership. This coordination aims to explore various land-use opportunities, including leases, joint-use agreements, and potential annexations. D&A will provide process management, advocacy, and strategic advice to ensure the City complies with Federal, State and County policies and permitting requirements as applicable. The firm will focus on assessing the requirements for efficient permission, developing action timelines, and advising on funding mechanisms as applicable.

Staff recommends moving forward with Dawson & Associates for several key reasons:

- Unrivaled Federal Expertise: The proposed team includes a retired Major General and former USACE Chief of Operations, offering the City direct access to individuals who previously managed the very systems the City must now navigate.
- Targeted Local Knowledge: The team leader is a former District Counsel for the USACE Los Angeles District, providing intimate familiarity with the specific regional office overseeing the Whittier Narrows project site(s).
- Comprehensive Policy Guidance: D&A provides detailed technical and policy-level guidance across real estate, engineering, and flood control, ensuring the City's project does not inadvertently raise future challenges.
- Flexible Engagement: The contract is structured as $117,000 for an initial term of one hundred and eighty (180) days, with all hourly rates and tasks pre-approved by the City.

This collaboration will provide the City with the high-level strategy needed to successfully interface with agencies.

ATTACHMENT(S):

A. Resolution No. 26-033 - PSA for Intergovernmental Coordination Services with Dawson & Associates
B. Draft Professional Services Agreement with Dawson & Associates for Intergovernmental Coordination
C. DRAFT Proposal Dawson & Associates for Intergovernmental Coordination

RESOLUTION NO. 26-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND DAWSON & ASSOCIATES, INC., FOR INTERGOVERNMENTAL COORDINATION SERVICES

WHEREAS, the City of South El Monte ("City") is committed to exploring opportunities within the Whittier Narrows Recreation Area ("Whittier Narrows"), specifically related to the upcoming 2028 Summer Olympics Clay Shooting competition, to establish "Cool Zones," and other potential allowable uses at the site north of the Magellan Property, located at 825 Lexington-Gallatin Road, within Whittier Narrows and adjacent to the Arts District (both south and west); and

WHEREAS, Dawson & Associates, Inc. ("Dawson") has unique knowledge of, and demonstrated expertise in, intergovernmental coordination within the area, specifically regarding the property at 825 Lexington-Gallatin Road and is currently prepared to provide professional intergovernmental coordination services; and

WHEREAS, the City requires professional intergovernmental coordination services to effectively communicate municipal opportunities and strengthen partnerships with Federal agencies and Los Angeles County representatives affiliated with Whittier Narrows in the County of Los Angeles; and

WHEREAS, the City wishes to retain the services of Dawson & Associates, Inc. to provide such professional intergovernmental coordination services; and

WHEREAS, pursuant to the South El Monte Municipal Code Section 3.16.070, the City is not required to solicit formal bids for professional services; and

WHEREAS, City staff recommends that the City enter into a professional services agreement with Dawson & Associates, Inc. for professional consulting services in an amount not-to-exceed **One Hundred Seventeen Thousand Dollars ($117,000.00)** for a period of one hundred and eighty (180) days, with a possible extension for one (1) additional one hundred and eighty (180) day period.

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

SECTION 1. The City Council of the City of South El Monte finds and determines that the foregoing recitals of fact are true and correct and are hereby incorporated herein by this reference.

SECTION 2. The City Council of the City of South El Monte hereby authorizes the City Manager to execute a Professional Services Agreement by and between the City of South El Monte and Dawson & Associates, Inc., in a form approved by the City Attorney, in an amount not to exceed **One Hundred Seventeen Thousand Dollars ($117,000.00)** for a period of one hundred and eighty (180) days, with a possible extension for one (1) additional one hundred and eighty (180) day period.

SECTION 3. The City Council of the City of South El Monte further directs the City Manager, or designee, in consultation with the City Attorney, to take all actions necessary to effectuate this Professional Services Agreement.

SECTION 4. The City Clerk shall certify the passage and adoption of this Resolution, and this Resolution shall be published as required by law and shall take effect in accordance with law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of South El Monte this 5th day of May, 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

CERTIFICATION

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-033, 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 5th day of May, 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
DAWSON & ASSOCIATES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2026 (hereinafter, the "Effective Date"), by and between the CITY OF SOUTH EL MONTE, a municipal corporation (hereinafter, "CITY"), and DAWSON & ASSOCIATES, INC., a District of Columbia corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional intergovernmental coordination services to effectively communicate municipal opportunities and strengthen partnerships with Federal and Los Angeles County representatives affiliated with Whittier Narrows Recreation Area ("Whittier Narrows"), specifically related to the upcoming 2028 Summer Olympics Clay Shooting competition, in the County of Los Angeles, to establish "Cool Zones" and possible other allowable uses at the site north of the Magellan Property located at 825 Lexington-Gallatin Road, within Whittier Narrows and adjacent to the Arts District (both south and west) (the "Project"); and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the South El Monte City Council at its Regular Meeting of May 5th, 2026 under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of one hundred and eighty (180) days, commencing on the Effective Date (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for one (1) additional, one hundred and eighty (180) day period at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the

event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain CITY REQUIREMENTS and the written proposal of CONSULTANT (hereinafter, the "CONSULTANT Proposal"), dated March 13, 2026. The CITY REQUIREMENTS and CONSULTANT Proposal are attached and incorporated hereto as **EXHIBITS "A" AND "B,"** respectively. The term "Scope of Work" shall be a collective reference to the CITY REQUIREMENTS and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY REQUIREMENTS and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY REQUIREMENTS shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

A. Time is of the essence of this Agreement and each and every provision contained herein. CONSULTANT shall perform the Work contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

i. A detailed description of the specific services or tasks requested;
ii. The location of where the particular services or tasks are to be performed, if applicable;
iii. A timeline for completing the requested services or tasks, if applicable;

iv. Any other information CITY deems necessary and relevant to the requested services or tasks; and
v. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall be compensated for services performed pursuant to the schedule of compensation included in **EXHIBIT "B."** CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the budgeted sum of **ONE HUNDRED SEVENTEEN THOUSAND DOLLARS ($117,000.00)** for the Term of the Agreement and any extension (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will

not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY REPRESENTATIVE: The CITY hereby designates **David De Vries, Director of Economic Development** (hereinafter, the "City Representative"), to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Edward R. Fleming, Executive Vice President**, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT

to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL**:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel

performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide,

have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested**. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 Other than in the performance of design professional services, to the fullest extent permitted by law, including, but not limited to, California Civil Code Section 2778, CONSULTANT shall, at its sole cost and expense, defend indemnify, hold harmless, and indemnify CITY and its elected and appointed officials, officers, employees, agents, and designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively , the "CITY Indemnitees") from and against any and all injury, damages, claim, causes of action, lawsuit, costs, expenses, liabilities, litigation costs, liens, penalties, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively, "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, consultants, or their officers, agents, servants, or employees (or any entity or individual for whom CONSULTANT shall bear the liability) in the performance of this Agreement, including the CITY Indemnitee's active or passive negligence or breach of the provisions of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of the CITY Indemnitees as determined by court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the CITY Indemnitees' choice, and shall pay all costs and expenses, including attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the CITY Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

4.2 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.3 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.4 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT

agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.5 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.6 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give

written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the Event of Default within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure

or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately

terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants

working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Dawson & Associates, Inc.
1225 I Street, NW, Suite 250
Washington, DC 20005
Attn: Edward R. Fleming
Phone: (202) 289-2060

CITY:

City of South El Monte
Department of Economic Development
Attn: David De Vries
1415 Santa Anita Ave.
South El Monte, CA 91733
Phone: (626) 350-5667

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation

subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to 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 three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative 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 City Representative such delay is justified. The City Representative'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.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will

be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SOUTH EL MONTE:

By:_____
Rene Salas, City Manager

Date:_____

DAWSON & ASSOCIATES, INC.:

By:_____

Name:_Edward R. Fleming

Title:__Executive Vice President

Date:_____

APPROVED AS TO FORM:

By:_____
Susie Altamirano, City Attorney

Date:_____

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EXHIBIT "A"
CITY REQUIREMENTS

I. Consultant will perform the following Services:

A. Provide strategic recommendations for coordination with recommended officials (e.g., Army Corps of Engineers, County of Los Angeles Board of Supervisors, County of Los Angelese Parks Division) related to exploring opportunities at the site north of the Magellan property at 825 Lexington-Gallatin Road and within the Whittier Narrows Recreation Area including, but not limited to, the upcoming 2028 Summer Olympics Clay Shooting competition, establishing "Cool Zones," and allowable land uses and development and recreational opportunities. This coordination aims to explore various partnership opportunities, including leases, joint-use agreements, and potential annexations. Dawson & Associates will provide process management, advocacy, and strategic advice to ensure the City complies with Federal, State and County policies and permitting requirements as applicable. The firm will focus on assessing the requirements for efficient permission, developing action timelines, and advising on funding mechanisms as applicable.

B. Coordinate meetings with recommended officials (e.g., Army Corps of Engineers, County of Los Angeles Board of Supervisors, County of Los Angelese Parks Division).

C. Review various documents and provide recommendations for compliance and next steps as applicable.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Minutes from meetings with City staff and officials (e.g., Army Corps of Engineers, County of Los Angeles Board of Supervisors, County of Los Angelese Parks Division), including Key Takeaways and Next Steps and Timelines as a part.

III. During performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Schedule and timeline and weekly updates and modifications.

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. Edward R. Fleming, Executive Vice President
B. Gen. (Retired) Rick Stevens (Dawson & Associates Chief Operating Officer)
C. Steve Temmel (Senior Advisor - Team Leader)
D. Mike Ensch (Senior Advisor – USACE Operations and Regulatory)
E. Steve Stockton (Senior Advisor – USACE Engineering and Flood Control Policy)
F. Liz Fagot (Senior Advisor - Corps Real Estate)

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EXHIBIT "B"
CONSULTANT PROPOSAL AND COMPENSATION SCHEDULE

	A	B	C	D	E	F	G	H	I	J
1	PERSONNEL RESOURCES USED THIS PERIOD (Hours/Task/Person)									
2	CLASSIFICATION	$/HOUR	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	COST ($)
3	Team Leader	$ 600.00								$ -
4	Senior Advisor - USACE OPS & Reg	$ 600.00								$ -
5	Service	$ 600.00								$ -
6	Senior Advisor - USACE Eng & Policy	$ 600.00								$ -
7	Senior Advisor - USACE Real Estate	$ 600.00								$ -
8										$ -
9	TOTAL PERSONNEL COST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Proposal
South El Monte, CA
Intergovernmental Coordination (IGC) Consulting Services
March 13, 2026

Background

South El Monte, CA ("the City"), is located in the heart of the San Gabriel Valley, just minutes from downtown Los Angeles. South El Monte was incorporated into a city in 1958 with a population of 3,900 and is now home to more than 20,000 residents with a daytime population of over 44,000, as workers from various business and industries stream into the city limits every morning. The City is also home to the Whittier Narrows Dam basin, reservoir and recreation areas that serve as flood water capacity when needed during floods. Lastly, the City, in the Whittier Narrows Recreation Area, will host the 2028 Summer Olympics Clay Shooting competition.

The City is planning to build what they call a "Cool Zone" adjacent to the Olympic venue. This Cool Zone will have a reservoir with recreational attractions that may decrease its flood control capacity. The project will require permission in accordance with Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408) (Section 408). The project site is entirely located within the U. S. Army Corps of Engineers (USACE) Los Angeles District. The City would like to explore opportunities with the Army Corps of Engineer's who owns the properties within Whittier Narrows adjacent to or within the City jurisdictional boundaries. These opportunities may include, but not be limited to, land leases, joint-use agreements, development agreements, shared parking agreements, zoning allowances, TIF, Property Based Improvement Districts and annexations,

Dawson and Associates (D&A) has unique expertise in assisting its clients to comply with the complex requirements of federal environmental permitting and federal real estate law and policy. This work is primarily with USACE authority but may have overlapping coordination with US Fish and Wildlife Service (USFWS), the US Environmental Protections Agency (EPA), and other agencies.

Proposed Scope of Work

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D&A will provide process management advice and active coordination and advocacy with the federal agencies for and under the leadership of the City. Specifically, as part of the project team, D&A proposes the following tasks:

- Engage with the project team consultants to review USACE authorities/processes and gain awareness of previous interactions with USACE.
- Provide an assessment of what the applicant will need to receive the Section 408 permission in the most efficient period of time and develop an estimated timeline of actions.
- Provide advice, including advantages and disadvantages, and review documentation inherent to Section 1156(a)(2) of WRDA 2016 that allows USACE to accept and expend non-federal public or private funding to evaluate requests under Section 408.
- Provide technical advice and assist the project team in seeking acceptable and timely Corps actions and coordination.
- Participate, and lead if desired, weekly calls with the project delivery team members throughout the submittal/review process to track required actions and identify continuing or new challenges in order to develop solutions to those challenges.
- Communicate with the appropriate managers at the Los Angeles District only with City prior approval, concurrence and alignment of messages.
- As needed, communicate with the appropriate level of management at USACE regarding status and other outstanding issues related to the application review.
- Review responses to agency requests for additional information (RAIs) and maintain attention on the development of the public record. D&A will work with the project team to ensure that they do not inadvertently raise future challenges by the content of responses to USACE.
- Provide other detailed policy level guidance to the City, as needed, based on the course of the agencies' evaluation and decision-making.

In support of the City's project, the D&A role is limited to that of advisor, strategist, and facilitator. D&A is not responsible for developing technical data, applications, presentations, studies and analyses, and other substantive materials. Further, D&A does not provide legal services or legal representation.

Potential Members of the D&A Team

All D&A senior advisors will be available to the team. These Senior Advisors are particularly suited for work on this project:

Gen. (Retired) Rick Stevens (D&A Chief Operating Officer)

- Former Deputy Chief of Engineers and USACE Deputy Commanding General
- Former Commanding General, USACE, Pacific Ocean Division
- Former Director, Joint Engineering Directorate, United States Forces-Afghanistan and Commander, Transatlantic Division (Forward)(Afghanistan), Afghanistan
- Former Executive Officer to the Chief of Staff, U.S. Army, Washington, D.C.
- West Point graduate, 35-years' experience as a U.S. Army, Corps of Engineers officer

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Mr. Steve Temmel (Senior Advisor - Team Leader)
- Former District Counsel, Los Angeles District, U.S. Army Corps of Engineers
- Commissioned Officer with Military Service Jan 1969-Jan 1972
- Admitted to Practice Law – New York and California
- More than 34-years' federal service with USACE

Mr. Mike Ensch (Senior Advisor – USACE Operations and Regulatory)
- Former Corps of Engineers Chief, Operations and Regulatory
- Former Corps' Nashville District Chief of Operations
- 40-years' experience in dredging, emergency management, operations and regulatory

Mr. Steve Stockton (Senior Advisor – USACE Engineering and Flood Control Policy)
- Former Director of Civil Works, HQs USACE
- Former Chief, Civil Works Engineering, HQs USACE
- Former Senior Executive, South Pacific Division USACE
- Former Chief, Planning and Engineering Division, Portland District USACE
- Professional Engineer licensed in Oregon (inactive)
- More than 41-years' federal service with USACE

Ms. Liz Fagot (Senior Advisor - Corps Real Estate)
- Former Assistant Chief Counsel for Real Estate
- Former Chief, Civil Works Branch, Real Estate Directorate
- Former Chief, Land Acquisition Division
- More than 30-years' federal service with USACE

Fees

* Monthly retainer not to exceed $19,500. Hourly rates and tasks will be pre-approved by the City prior to services rendered.

* Reimbursement of out-of-pocket expenses such as client approved travel expenses

Terms and Conditions

* Duration of the contract is 6-months and extends automatically on a month-to-month basis unless terminated per below

* After first 90-days, contract may be terminated by either party with 30-day notice

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City Council Agenda Report

Agenda Item No. 9.c.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Susie Altamirano, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION 26-034, APPROVING THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT WITH RENE SALAS

SUMMARY: Staff is recommending the City Council to approve the Second Amendment to the City Manager Employment Agreement with Rene Salas.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution 26-034, approving the Second Amendment to the City Manager Employment Agreement with Rene Salas and authorize the Mayor to execute the City Manager Employment Agreement. In the alternative, Staff recommends City Council provide additional direction regarding the attached City Manager Employment Agreement.

FISCAL/FINANCIAL IMPACT: If approved, Mr. Salas' annual salary will increase from $240,000 to $268,800, in addition to the benefits set forth in the City Manager Employment Agreement. At this time, funds are available to administer the terms of the employment agreement.

DISCUSSION: The City Manager is responsible for the efficient administration of all the affairs of the City which are under the City Manager's control. The City Manager's responsibilities include, but are not limited to: ensure that the laws of the state are duly enforced, direct all heads of departments, subordinate officers, and employees of the City, to exercise control over and supervise all departments of the City government, keep the City Council at all times fully advised of the financial conditions and needs of the City, make reports and recommendations as may be desirable or as requested by the City Council, and execute all written contract and conveyances, when authorized by the City Council.

Mr. Salas was first hired by the City on September 5, 2017, to serve as the Public Works Director. On December 11, 2019, Mr. Salas began overseeing the Community Development Department after the resignation of the prior Community Development Director, while continuing to serve as Public Works Director. Mr. Salas was appointed as

Deputy City Manager on September 22, 2020, and served as Interim City Manager from July 12, 2022 to January 24, 2023. Mr. Salas was then appointed as City Manager on January 24, 2023, and has been serving in that capacity since. Based on Mr. Salas' executive and administrative qualifications, the City Council directed the City Attorney's Office to renegotiate the terms of his existing employment agreement.

Adoption of the attached resolution would approve an amendment to Mr. Salas' City Manager Employment Agreement to amend certain terms.

California Government Code Section 54953(c)(3) requires an oral report in an open meeting summarizing the proposed final action on salaries, salary schedules, or compensation paid in the form of fringe benefits of a City Manager. Accordingly, the proposed terms to the amendment to the City Manager Employment Agreement are outlined below and will be orally summarized at the May 5, 2026 City Council meeting:

COMPENSATION: Mr. Salas' base monthly compensation shall be Twenty-Two Thousand Four Hundred Dollars ($22,400) per month to equal Two Hundred Sixty-Eight Thousand Eight Hundred Dollars ($268,800) annually (the "Salary").

TERM: The term of the City Manager Employment Agreement will be for seven (7) years from May 5, 2026 until March 5, 2033.

TERMINATION BY CITY WITHOUT CAUSE: The City shall not terminate Mr. Salas without cause during or within any period of six (6) months immediately following any General Municipal Election held in the City of South El Monte.

TERMINATION BY CITY WITHOUT CAUSE: The City may terminate Mr. Salas without cause upon the affirmative vote of at least four-fifths (4/5) of the full membership of the City Council, requiring four (4) affirmative votes of a five-member City Council. The City Council shall endeavor to establish an Ordinance that reflects this four-fifths (4/5) termination of Employee without cause.

SEVERANCE PAY: For termination without cause, the City shall pay Mr. Salas an amount equal to twelve months of his monthly base salary, minus any applicable deduction.

DEFERRED COMPENSATION: City shall contribute $500.00 per month into a qualified 457 plan.

POST-EMPLOYMENT MEDICAL BENEFIT: Mr. Salas will receive post-employment medical, vision and dental benefits, subject to vesting conditions and restrictions.

For further information on the agreement between the City and Rene Salas, see Attachment B.

ATTACHMENT(S):

A. Second Amendment City Manager Agreement Resolution No. 26-034
B. SEM - SECOND AMENDMENT to Master Agreement City Manager

ATTACHMENT A

RESOLUTION NO. 26-034

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RENE SALAS

WHEREAS, pursuant to South El Monte Municipal Code Section 2.08.020(A), "[t]he city manager shall be appointed by the Council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]" and

WHEREAS, the City of South El Monte ("City") requires the services of a City Manager; and

WHEREAS, Rene Salas ("Employee") served as the City's Interim City Manager from July 12, 2022 to January 24, 2023; and

WHEREAS, at its January 24, 2023 regular meeting, the City Council appointed Employee as the City Manager, subject to all of the terms and conditions for such employment being set forth by the City Manager Employment Agreement (the "Agreement") on a public agenda; and

WHEREAS, Employee has served as City Manager from January 25, 2023 to present; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, based on Employee's executive and administrative qualifications, the City Council desires that Employee continue to provide City Manager services; and

WHEREAS, Employee desires to perform and continue his responsibilities for the provisions of City Manager services to the City; and

WHEREAS, the City and Employee wish to amend the terms and conditions the Agreement; and

WHEREAS, pursuant to Government Code §36506, the City Council hereby fixes the compensation of the City Manager in the amount set forth in Section 2 of the Second Amendment to the Agreement.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council hereby approves the Second Amendment to the City Manager Employment Agreement ("Second Amendment") between the City and Rene Salas that is attached hereto as Exhibit A and is incorporated herein by this reference. The Term of the Second Amendment shall be effective as of May 5, 2026, and shall terminate on May 5, 2033. The City

Manager's annual salary shall be $268,800.00 and the benefits paid to the City Manager are as set forth in said Second Amendment. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

SECTION 3. The City Council further authorizes and directs the Mayor to execute the Second Amendment and take all actions necessary to appropriate, implement and effectuate the intent of the City Council as set forth in this Resolution

SECTION 4. This Resolution shall be effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 5th day of May 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-034 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 5th day of May 2026 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

SECOND AMENDMENT
TO CITY MANAGER EMPLOYMENT AGREEMENT
(Rene Salas, City Manager Services)

THIS SECOND AMENDMENT ("Second Amendment") to that certain agreement titled "City Manager Employment Agreement" dated as of January 24, 2023 ("Master Agreement"), is hereby made and entered into this 5th day of May 2026 (the "Effective Date"), by and between the City of South El Monte, a general law city and municipal corporation (hereinafter, "City") and Rene Salas, an individual (hereinafter, "Employee"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to the City and Employee and the capitalized term "Party" shall refer to the City or Employee interchangeably, as appropriate.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, on January 24, 2023, the Parties executed and entered into that certain agreement entitled "City Manager Employment Agreement" to provide City Manager services; and

WHEREAS, the First Amendment was approved by the South El Monte City Council ("City Council") at its Regular Meeting of January 28, 2025, in open session as part of the Regular Meeting Agenda under Agenda Item No. 9.g. in compliance with Government Code Sections 53262, 54953(c)(3) and 54956(b); and

WHEREAS, for purposes of this Second Amendment, the Master Agreement as amended by way of the First Amendment, may be referred to collectively as the "Master Agreement". The Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, based on the Employee's performance, the Parties now wish to further amend the terms of the Master Agreement as set forth below; and

WHEREAS, this Second Amendment was approved by the South El Monte City Council ("City Council") at its Regular Meeting of May 5, 2026, in open session as part of the Regular Meeting Agenda under Agenda Item No. 9.d in compliance with Government Code Sections 53262, 54953(c)(3) and 54956(b).

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. Subsection 2.1. COMPENSATION - The subsection set forth below shall be amended in its entirety to read as follows:

> For the services rendered pursuant to this Agreement, Employee's base monthly compensation shall be Twenty Two Thousand Four Hundred Dollars ($22,400) per month to equal Two Hundred Sixty-Eight Thousand Eight Hundred Dollars ($268,800) annually (the "Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2. Subsection 3.2. TERM - The subsection set forth below shall be amended in its entirety to read as follows:

> The term of this Agreement will be for seven (7) years following the Effective Date ("Term") (i.e., from May 5, 2026 until May 5, 2033).

3. Subsection 3.4(b). TERMINATION BY CITY WITHOUT *CAUSE (Erroneously titled "Termination by City Manager Without Cause")* – The subsection set forth below shall be amended in its entirety to read as follows:

> Termination by City Without Cause. The City Council may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.
>
> City shall not terminate the employment of Employee without cause during or within any period of six (6) months immediately following any General Municipal Election held in the City of South El Monte. The foregoing notwithstanding, nothing in this subsection shall be construed to prevent the City Council, under such circumstance, from immediately terminating the Agreement and Employee's employment with the City at any time for cause as provided under Section 3.4(a).
>
> The City may terminate this Agreement without cause only upon the affirmative vote of at least four-fifths (4/5) of the full membership of the City Council, requiring four (4) affirmative votes of a five-member City Council. Any such termination shall remain subject to the notice, cure, and procedural requirements, if any, set forth in this Agreement. In the event of a conflict between this provision and any other termination provision in this Agreement, this provision shall control. The City Council shall endeavor to establish an Ordinance that reflects this four-fifths (4/5) termination of Employee without cause.

4. Subsection 4.1 SEVERANCE PAY – NINE MONTHS – The subsection set forth below shall be amended in its entirety to read as follows:

> Severance Pay – Twelve Months. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base Salary (as defined in Section 2 above) then in effect multiplied by twelve (12), less applicable deductions and excluding deferred compensation or the value of any other benefits.
>
> Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code

Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the Term, severance would be equal to the monthly base salary multiplied by two (2) rather than the twelve (12) months provided in this Section.)

5. Subsection 6.15 DEFERRED COMPENSATION – The subsection set forth below shall be amended in its entirety to read as follows:

City shall contribute Five Hundred Dollars ($500.00) per month into a qualified 457 plan.

6. Subsection 6.19 POST-EMPLOYMENT MEDICAL BENEFIT – This subsection set forth below shall be added to read as follows:

Post-Employment Medical Benefit. In addition to those benefits provided to Employee under Subsection 6.5 Health Benefits, Subsection 6.6 Vision and Dental Insurance, and 6 . 9 Retiree Health Benefits, of the Master Agreement, Employee shall also receive a post-employment medical benefit (the "Post-Employment Medical Benefit") subject to the following terms, conditions and restrictions:

(a) Employee must be continuously employed in the capacity of City Manager for the City of South El Monte through the end of the Term which expires May 5, 2033, for the Post-Employment Medical Benefit to vest.

(b) The Post-Employment Medical Benefit shall cover Employee only.

(c) Section 6.19(a), of this Second Amendment notwithstanding, if Employee is Terminated Without Cause pursuant to Section 3.4(b) of the Master Agreement, the Post-Employment Medical Benefit shall vest upon Employee's separation date from the City.

(d) Section 6.19(a), of this Second Amendment notwithstanding, if Employee is terminated for cause or voluntarily resigns from his employment prior to May 5, 2033, the Post-Employment Medical Benefit will not vest and Employee shall not be entitled to the benefit.

(e) If, following vesting, Employee retires from the City, the Post-Employment Medical Benefit will be provided through the City's CalPERS retiree medical benefit plan for City retirees, up to the prevailing Los Angeles County Kaiser Permanente Plan rate (one-party, two-party, or three-party; basic, combined, or Medicare supplemental; as applicable, based on actual enrollment). Should City cease to contract with CalPERS for retiree medical benefits, City shall offer a comparable medical plan that does not substantially decrease the level of coverage as determined by City.

(f) If, following vesting, Employee retires from an employer other than City, then in lieu of the CalPERS medical benefit plan coverage, Employee shall instead be entitled to a monetary reimbursement from City for uncovered medical expenses incurred and paid by Employee for himself. The annual amount of the reimbursement shall be capped at an amount equal to the prevailing annual premium for the Los Angeles County Kaiser

Permanente Plan rate (one-party, two-party, or three-party; basic, combined, or Medicare supplemental; as applicable, based on actual enrollment). Reimbursement requests shall be submitted to City on a quarterly basis. All reimbursement requests must be submitted in writing and must be accompanied by proof enrollment and payment in a form reasonably satisfactory to City. The reimbursement arrangement described under this paragraph shall also be provided to Employee during any pre-retirement period of unemployment, if the benefit vests because of Employee having been terminated from his employment with the City without cause pursuant to paragraph (c) of this Section, above.

(g) Should a subsequent employer provide Employee with post-retirement medical coverage or medical reimbursement for Employee at any time after the Post-Retirement Medical Benefit or alternative reimbursement provided by the City has vested, within sixty (60) calendar days of the vesting of the benefits provided by the subsequent employer, Employee must notify the City as to whether Employee elects to: (i) forego the alternative reimbursement provided by City pursuant to paragraph (f) of this Section, above, and instead receive benefits provided by the subsequent employer; or (ii) forego the benefit provided by the subsequent employer and instead receive alternative reimbursement provided by the City pursuant to paragraph (f) of this Section, above. Employee may not receive the Retiree Health Benefits or an alternative reimbursement while also receiving a similar benefit provided by another employer.

(h) Vesting of the Post-Employment Medical Benefit notwithstanding, City shall be under no obligation to pay for any medical reimbursement to Employee for medical expenses incurred by Employee when such expenses are covered by medical coverage provided by Employee's current employer.

(i) Employee shall be required to repay City for any sums paid by City to Employee for medical expenses incurred by Employee that were paid by pre- or post-retirement medical coverage provided by any subsequent employer or any other source.

7. Except as otherwise set forth in this Second Amendment, the First Amendment and Master Agreement shall remain binding, controlling, and in full force and effect. This Second Amendment, together with the First Amendment and Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

8. The provisions of this Second Amendment shall be deemed a part of the First Amendment and Master Agreement and except, as otherwise provided under this Second Amendment, the First Amendment and Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the First Amendment and Master Agreement, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the First Amendment and Master Agreement and no further.

(SIGNATURES ON NEXT PAGE)

CITY OF SOUTH EL MONTE:

By: _____
Gloria Olmos, Mayor

EMPLOYEE:

By: _____
Rene Salas, City Manager

ATTEST:

By: _____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Susie A. Altamirano, City Attorney

City Council Agenda Report
Agenda Item No. 9.d.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Susie Altamirano, City Attorney

SUBJECT: SOUTH EL MONTE COMMUNITY FOUNDATION UPDATE AND CONSIDERATION TO OPEN THE APPLICATION PERIOD FOR APPOINTMENTS TO THE BOARD OF DIRECTORS

SUMMARY: Staff is providing an update on the formation status of the South El Monte Community Foundation and seeking City Council direction to open a three-week application period for the Foundation's Board of Directors, after which staff will return to Council with all qualified applications for consideration and appointment.

RECOMMENDED ACTION:

Staff recommends the City Council:

1. Provide staff direction to open the application period for the South El Monte Community Foundation Board of Directors for a period of three (3) weeks, after which staff will return to the City Council with all qualified applications received for consideration and appointment; and
2. Receive and file this report regarding updates on the formation status of the South El Monte Community Foundation.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION:

The South El Monte Community Foundation ("Foundation") is a California nonprofit public benefit corporation organized exclusively for public and charitable purposes. The primary purpose of the Foundation is to enhance the quality of life for the residents of South El Monte through contributions and investments in charitable and community programs and community facilities, including youth and senior recreation, wellness and enrichment programs, parks and facilities improvements, and cultural arts programming.

The Foundation's bylaws are subject to adoption by the Foundation's Board of Directors and remain pending formal Board approval at a forthcoming meeting.

The City has engaged Vasquez & Company to assist with the Foundation's tax filings. The Statement of Information for the nonprofit corporation was filed with the California Secretary of State's Office on February 10, 2026. On March 5, 2026, IRS Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, was filed with the Internal Revenue Service. The Foundation received confirmation of its 501(c)(3) status on April 1, 2026, with an effective tax-exemption date of February 3, 2025, which permitted the Foundation to receive donations while its application was pending with the IRS.

Pursuant to Article VII, Section 16 (Interim Designation) of the Bylaws, an Interim Board of Directors has been designated to facilitate the aforementioned incorporation and start-up filings. The Interim Board's authority is strictly limited to actions necessary to form the Foundation, and that authority will automatically terminate upon the City Council's appointment of the permanent Board of Directors. The Interim Board currently consists of:

- Rene Salas, Interim Chief Executive Officer
- Ariana De La Cruz, Interim Secretary
- Masami Higa, Chief Financial Officer

With the formation activities of the Foundation mostly complete, the next step is to begin the process for the City Council to appoint a Board of Directors. Article VII, Section 1 of the Bylaws provides that the Board of Directors shall consist of five (5) members, who must be at least eighteen (18) years old and registered to vote in the State of California. Article VII, Section 4 provides that eligible applicants may apply to the Foundation when a vacancy exists on the Board, that members of the Board shall be approved by the City Council, and that Directors shall serve staggered terms of four (4) years. Vacancies on the Board are filled by a three-fifths (3/5) vote of the City Council pursuant to Article VII, Section 5.

To facilitate the appointment process, staff has prepared a Community Foundation Board Application (attached hereto as Exhibit "A") for use by interested residents. Subject to City Council direction, staff proposes to open the application period for three (3) weeks. At the close of the application period, staff will compile all qualified applications received and return them to the City Council for review, consideration, and appointment of the permanent Board of Directors. Upon the City Council's appointment of the Board of Directors, the authority of the Interim Board will automatically terminate as provided in Article VII, Section 16 of the Bylaws.

ATTACHMENT(S):

A. Community Foundation Board of Directors Application

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

South El Monte Community Foundation
Board of Directors Application

The City of South El Monte requests information from prospective applicants who are interested in serving on the Board of Directors for the South El Monte Community Foundation. This request does not constitute an appointment, as such appointments are made by the City Council.

Please complete the entire application, using "N/A" where items do not apply. Submit completed application to the City Clerk.

Applicant Information

Name: _____

Home Address: _____

City, State, ZIP: _____

Phone Number: _____

Email Address: _____

Occupation: _____

Employer: _____

Conflict of Interest Disclosure:

Are you the spouse or child of a current City Councilmember, City Manager, or Department Head? □ Yes □ No

If yes, please identify the person and your relationship: _____

Experience and Background:

Do you currently live in the City of South El Monte? □ Yes □ No

If yes, how many years have you resided in South El Monte? _____

Relevant Work History or Volunteer Experience:
(Include job titles, organizations, dates, and descriptions as applicable.)

Educational Background:
(List institutions attended, degrees earned, or relevant coursework.)

Special Skills or Licenses:
(Include any professional certifications or technical affiliations.)

Community and/or Civic Organizations:
(List any groups or committees you currently or previously participated in.)

Personal Statement:
Please briefly describe below, or attach a separate document, why you are interested in serving on the South El Monte Community Foundation Board of Directors, and include any additional information you believe is relevant to your application:

Acknowledgement and Certification:

By signing below, I certify that all information provided in this application is true and correct to the best of my knowledge. I understand that this application is a public record and may be subject to disclosure under applicable laws. Furthermore, I understand that if appointed, I must complete the California Political Practices Commission State of Economic Interests (Form 700) and agree to complete Ethics Training pursuant to AB 1234.

Signature: _____

Date: _____

City Council Agenda Report

Agenda Item No. 11.a.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: THE SOUTH EL MONTE HIGH SCHOOL TEAM BCS THEORY AND COACH MICHAEL LEGASPE IS REQUESTING A DONATION OF $2000 FOR THEIR PARTICIPATION AT THE 2026 INTERNATIONAL SEAPEARCH COMPETITION.

SUMMARY: Team BCS Theory earned the right to represent South El Monte High School and the Los Angeles Region by securing first place overall in the highly competitive Southern California SeaPerch Regional Challenge. Their rigorous preparation and demonstration of superior technical skills have positioned them among the top teams in the nation, making this opportunity to compete at the University of Maryland a well-deserved recognition of their dedication. The competition will be held from May 26 to June 1, 2026, at the University of Maryland, College Park, MD.

RECOMMENDED ACTION: City Council to discuss and provide direction.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. correspondance

Dear City of South El Monte City Council,

Team BCS Theory and I, Michael LeGaspe, would be deeply grateful for your generous support and significant donation of $2000.00 to our participation in the International SeaPerch Competition. Your contribution will be instrumental in helping us cover essential costs, including travel, equipment, and registration fees, allowing our students to focus entirely on the competition and the incredible learning experience it provides.

Team BCS Theory: Road to the International Stage

Team BCS Theory earned the right to represent South El Monte High School and the Los Angeles region by securing first place overall in the highly competitive Southern California SeaPerch Regional Challenge. This victory was achieved through a combination of engineering excellence in their Remotely Operated Vehicle (ROV) design, successful navigation of complex underwater obstacle courses, and a compelling Technical Design Report (TDR). Their rigorous preparation and demonstration of superior technical skills have positioned them as one of the top teams in the nation, making this opportunity to compete at the University of Maryland a well-deserved recognition of their dedication.

International SeaPerch Competition

Destination and Dates

Destination	Start Date	End Date
University of Maryland, College Park, MD	May 28, 2026	June 1, 2026

Participating Team and Chaperones

Group	# of Students	# of Chaperones/Coaches	Total Participants
BCS Theory	8	2	10

International SeaPerch 2026 expenses		
ROV registration		**Totals**
1 ROV		**$350.00**

Team registration		
8 students + 2 chaperones (10 members)		
$58.00	10	**$580.00**
Air fare		
Cost per person	# of seats	
$603.00	10	**$6,030.00**
Lodging		
UMD Residence Hall Housing		**$4,815.00**
Public Transportation		
Subway passes		
Price per person		
$60.75	10	**$607.50**
	Grand total	**$12,382.50**

Educational Objectives

- **Applied STEM Learning:** Students will apply principles of engineering, physics, and robotics learned throughout the year in a competitive, real-world setting.
- **Problem-Solving and Critical Thinking:** Teams will encounter unexpected challenges and must rapidly iterate and troubleshoot their Remotely Operated Vehicles (ROVs) to succeed in the competition events (e.g., obstacle course, challenge course, and presentation).
- **Teamwork and Communication:** Success in the competition requires effective collaboration, clear division of labor, and concise communication within the team.
- **Exposure to Higher Education and STEM Careers:** The event, held at a major university, provides invaluable exposure to a college environment and the diverse opportunities within STEM fields, inspiring future educational pursuits.

Thank you once again to the City of South El Monte Council for considering your donation, believing in our students and investing in the future of STEM education. Your commitment to youth programs makes opportunities like this possible.

Michael LeGaspe Advisor/Coach/Teacher



Destiny Aparicio Chaperone

Henry L., Omar M., Johanna H., Alexis M., Amy C., Zoe M., Valeria T., and Vianna T. Team BCS Theory

City Council Agenda Report
Agenda Item No. 12.a.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **MAYOR PRO TEM RUDY BOJORQUEZ**

1. Discussion/action to implement a moratorium or ban on data centers in the city of South El Monte.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):
None

City Council Agenda Report
Agenda Item No. 12.b.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **COUNCILMEMBER MANUEL ACOSTA**

1. **CONTINUED FROM THE APRIL 21, 2026, REGULAR CITY COUNCIL MEETING:** Referendum on South El Monte Measure CM
   Discussion/Action: South El Monte Measure CM was on the ballot in November 2022, allowing up to three marijuana (cannabis) retail businesses. The measure received 1,336 YES votes (53.6%) and 1,156 NO votes (46.4%). Soon after, the city council approved a 1,000 foot buffer zone to protect our most vulnerable residents. The 1,000 foot buffer zone allowed four (4)potential locations for marijuana (cannabis) businesses to operate in the city of South El Monte. Since then, and after much discussion, the majority of the city council approved a jurisdictional boundary of 350 feet, which increased the number of potential marijuana (cannabis) locations in South El Monte to one-hundred four (104).

   It is apparent, from the hundreds of comments given during the Public Comment session of the city council meetings from residents and concerned citizens over the last year, the topic of marijuana dispensaries and related businesses in South El Monte is of high interest and concern. Therefore, the council should consider the concerns wishes of it's South El Monte residents and place a ballot initiative to repeal and revoke Measure CM in November's 2026 election.

2. City Manager's Decision to Approve Unscheduled, Unapproved Projects
   Discussion/Action: The city council approved a construction contract for the FY25-26 Pavement Rehabilitation Project (City Project No. 644) on September 2, 2025. The contract and the Construction

Notice, issued on November 24, 2025, identifies those specific streets, including the date and time they were to be repaved. The re-pavement project was scheduled and completed between December 1 thru December 9, 2025. Allgeyer Street was not on the schedule, however, it was re-paved on December 9, 2025. The re-pavement of Allgeyer Street was approved by the city manager, and paid for with the construction contingency budget. Since Allgeyer street was not in the scope of the contractual budget or the Construction Notice, how was the decision made to solely re-pave Allgeyer Street, and not any other streets in dire need of re-paving and in the surrounding area?

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 12.c.

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **MAYOR GLORIA OLMOS**

1. **CONTINUED FROM THE APRIL 21, 2026, REGULAR CITY COUNCIL MEETING:** Follow-up re-requesting proper financials from ERA or for them to refund the City of $55, 000. That was gifted to them.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):
None