CITY OF GLENDORA CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY

AGENDA

TUESDAY, DECEMBER 12, 2023

CITY HALL COUNCIL CHAMBER, 116 E. FOOTHILL BOULEVARD, GLENDORA

As a courtesy to others attending this meeting, please turn off or place in silent mode all cell phones and other communication devices while in the Council Chamber. Thank you.

Glendora regularly scheduled public meetings are conducted utilizing a hybrid format and will take place in accordance with the requirements of the Ralph M. Brown Act. To participate virtually, download Zoom on any phone or computer device and use the following meeting ID: cityofglendora.org/zoom or zoom.us/j/9329247224. The teleconferencing procedures followed relating to elected and/or appointed officials' participation in public meetings will comply with Government Code §54953 et seq.



MAYOR/CHAIR

Gary Boyer, District 3

MAYOR PRO TEM/VICE-CHAIR

Mendell Thompson, District 5

COUNCIL/COMMISSIONERS

Michael Allawos, District 1 Karen Davis, District 4 David Fredendall, District 2

MEETING SCHEDULE

The regular meetings of the City Council shall be held on the second and fourth Tuesday of each month, closed session business will commence as early as 5:00 p.m., when scheduled, and general business session will commence at 7:00 p.m.

BROWN ACT

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

COMMUNICATION AND ELECTRONIC DEVICES

To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

LIVE BROADCASTING AND REBROADCASTING

Regular City Council meetings are broadcast live every 2nd and 4th Tuesday of the month on City Website www.cityofglendora.org, Channel 3 (Cable) & Channel 31 (Verizon) and are replayed Thursday - Sunday the week following the meeting on Channel 3 (Cable) & Channel 31 (Verizon). All broadcasts can be viewed on Cox Communications Local Access Channel 3 and Verizon/Fios Channel 31. City Council meetings are also available via live webcast and at any time for replaying through the City's webpage at citytofglendora.org/citymeetings.

CITY OF GLENDORA CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY

AGENDA

TUESDAY, DECEMBER 12, 2023 CITY HALL COUNCIL CHAMBER, 116 E. FOOTHILL BOULEVARD, GLENDORA

7:00 PM GENERAL BUSINESS SESSION

NOTICE IS HEREBY GIVEN that the General Business Session will commence at 7:00 p.m.

NOTICE IS FURTHER GIVEN that to participate virtually, download Zoom on any phone or computer device and use the following meeting ID: cityofglendora.org/zoom or https://zoom.us/j/9329247224

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.

- Invocation
- Pledge of Allegiance

REORDERING OF AND ADDITIONS TO THE AGENDA

PUBLIC COMMENT

Three (3) Minute speaking time limit, speaking once, unless upon motion, such time is extended by the legislative body.

Any person may request to address a legislative body during a public meeting. Speakers are limited to three (3) minutes, speaking once, on both on- and off- agenda items, unless, upon motion, such time is extended by the legislative body. Such statements shall only be allowed during the Public Comment portion of the agenda. If there are any public hearings scheduled, individuals will be given an additional opportunity to comment under said items. Speakers are not permitted to yield their time to another speaker. Public comment is limited to 30 minutes at each meeting, with the ability to extend if the legislative body so chooses by majority vote.

To ensure that the public is able to participate, the City may provide a variety of ways in which the public can submit their comment: in person, virtually, email, phone call, mail and any other method which may become available. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

1. Public Comment received

MEMBER STATEMENTS/REPORTS

CITY MANAGER AND CITY ATTORNEY STATEMENTS

SPECIAL ITEMS

2. Update on Addressing Homelessness in Glendora

PUBLIC HEARINGS

Public hearings shall conform to the protocol established to conduct of public meetings, proceedings, and business in the City of Glendora. Following presentation of the staff report, the applicant/appellant will be allowed ten (10) minutes in which to make a presentation. Following the presentation of the applicant/appellant public testimony share be called, each speaker is limited to three (3) minutes, speaking once. The Presiding Officer may permit a five (5) minute rebuttal/summation by a representative of applicant/appellant. The public hearing will then be closed, and no member of the public shall be allowed to speak further unless, upon motion, and the public hearing is reopened by the governing body. Any person desiring to provide testimony during a Public Hearing item shall make his/her presence known to the Presiding officer. Speakers are entitled to submit written or other graphic evidence. All such evidence presented shall be retained by the City Clerk as part of the Clerk's record.

PLEASE NOTE: If you challenge any of the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

- 3. A Public Hearing to Consider an Ordinance Amending the Glendora Municipal Code Title 5 (Business Licenses and Regulations) to Add a Section Specific to the Glendora Village Business Improvement District Increasing the Number of Events Allowed Per Year
 - CITY RECOMMENDATION: Open and conduct the Public Hearing, accept evidence and testimony presented, and in the absence of substantial evidence to the contrary: 1. Adopt a Categorical Exemption pursuant to §15378(b)(2), 15378(b)(5), 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act Guidelines; 2. Introduce for first reading an ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) SECTION 5.32 (SPECIAL OUTDOOR DISPLAY EVENTS) OF THE GLENDORA MUNICIPAL CODE ADDING REGULATIONS SPECIFIC TO THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT," by reading of the title only and waiving further reading; and 3. Schedule second reading and adoption of the ordinance for the January 9, 2024 City Council meeting.
- 4. First Reading and Introduction of an Ordinance of the City Council of the City of Glendora, California Amending Certain Sections of Title 20 (Subdivisions) and Title 21 (Zoning) of the Glendora Municipal Code in Order to Implement Various Housing Production Actions From the 6th RHNA Cycle (2021-2029) General Plan Housing Element (PROJECT PLN23-0016)
 - CITY RECOMMENDATION: 1. Introduce for first reading an Ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE IN ORDER TO IMPLEMENT VARIOUS HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT." (PROJECT PLN23-0016); and 2. Direct the preparation of a summary of ordinance for publication pursuant to Govt Code 36933 and Resolution CC 2018-40.

CONSENT CALENDAR

Items on the Consent Calendar will be enacted by one motion without individual discussion. There will be no separate discussion of these items unless a member of the governing body requests specific item(s) be removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be considered after the Consent Calendar is approved. Anyone wishing to address a Consent Calendar item should do so during the Public Comment Period.

- 5. Affirm Minutes from the November 28, 2023 Regular Meeting and November 30, 2023 Special Joint City Council Meeting
 - CITY/AGENCY/AUTHORITY RECOMMENDATION: 1. Affirm minutes as presented.
- 6. Review and Affirm Disbursements for November 2023 in the amount of \$5,899,949.42
 - CITY/AGENCY/AUTHORITY RECOMMENDATION: 1. Review and Affirm Disbursements for November 2023 in the amount of \$5,899,949.42.

- 7. Execute Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Persons with Disabilities Program
 - CITY RECOMMENDATION: 1. Authorize the City Manager to execute the Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program; and 2. Authorize an increase in estimated revenues and a supplemental appropriation in the amount of \$140,000 to Fund 207 Grants Fund.
- 8. Second Reading of an Ordinance Approving Zone Changes and Establishing Site Specific Development Standards and Permitted Uses on Properties Located at 400 and 420 N. Glendora Avenue, 101, 117, 125, 127 AND 131 E. Whitcomb Avenue, 415 N. Vista Bonita Avenue Related to the Cornerstone Bible Church Expansion Project (File No. PLN20-0007)
 - CITY RECOMMENDATION: Waive full reading, read by title only and adopt on second reading Ordinance No. 2078 entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING A ZONE CHANGE FROM SINGLE-FAMILY RESIDENTIAL (R-1) AND RESTRICTED MULTIPLE-FAMILY (R-2) TO PLANNED REDEVELOPMENT (PR) AND ESTABLISHING SITE SPECIFIC DEVELOPMENT STANDARDS AND PERMITTED USES ON PROPERTIES LOCATED AT 400 AND 420 N. GLENDORA AVENUE, 101, 117, 125, 127 AND 131 E. WHITCOMB AVENUE, 415 N. VISTA BONITA AVENUE (FILE NO. PLN20-0007)"
- 9. Award the Contract to EcoTech Services, Inc. for Executing Programs Performing Installation as Part of Water Conservation Project, in an Amount Not to Exceed \$106,700
 - CITY RECOMMENDATION: 1. Award a Professional Services Agreement for Water Conservation Professional Services to EcoTech Services, Inc. in an amount of \$97,000 with a 10% contingency in the amount of \$9,700 for a total amount not to exceed \$106,700; and 2. Authorize the City Manager or his designee to execute the agreement including minimal and/or non-substantive changes.
- 10. Approve the FLOCK Group Order Form and the Associated Five-Year Master Services Agreement for Automated License Plate Readers in the amount of \$392,500
 - CITY RECOMMENDATION: 1. Approve the FLOCK Group order form and the associated five-year Master Services Agreement, for a cost of \$78,500 annually, for a total amount of \$392,500; and 2. Authorize the City Manager or his designee to execute the FLOCK Group order form and the associated five-year Master Services Agreement including minimal and/or non-substantive changes.
- 11. Purchase and Install New Playground Equipment for Finkbiner Park Playground Area in the Amount of \$410,000
 - CITY RECOMMENDATION: 1. Approve a purchase order to PS Commercial Play, LLC for new playground equipment at Finkbiner Park in the amount of \$208,604; 2. Approve an amendment to the construction agreement with DD Systems for playground equipment installation at Finkbiner Park in the amount of \$201,397 for a total contract amount not to exceed \$1,332,144; 3. Approve the appropriation of \$410,000 from Fund 321 Capital Improvement to the Finkbiner Park Improvement Project; and 4. Authorize the City Manager or his designee to execute the amendment agreement with DD Systems, Inc. including minimal and/or non-substantive changes.

12. Second Reading and Adoption of Ordinance 2079 of the City Council Amending Sections 14.20.010 through 14.20.180 to Chapter 14.20 "Rates and Charges," of Title 14 "Water," of the Glendora Municipal Code

CITY RECOMMENDATION: 1. Waive full reading, read by title only, and adopt on second reading Ordinance 2079 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING SECTIONS 14.20.010 THROUGH 14.20.180 TO CHAPTER 14.20 "RATES AND CHARGES" OF TITLE14 "WATER."

MEMBER AGENDA ITEMS

13. First Reading and Introduction of an Ordinance amending Section 2.04.040 "Salaries" of Title 2 "Administration and Personnel" of the Glendora Municipal Code (Mayor Boyer)

CITY RECOMMENDATION: 1. First Reading and Introduction of an Ordinance amending Section 2.04.040 of Title 2 "Administration and Personnel" of the Glendora Municipal Code.

UNFINISHED BUSINESS

14. Award a Contract Services Agreement for Crosswalk Enhancement Improvements Near Washington Elementary School

CITY RECOMMENDATION: 1. Award a contract for Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383, to Alfaro Communications Construction, Inc., in the amount of \$300,308.51; 2. Adopt a Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301(c); 3. Approve the Plans and Specifications for Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383; 4. Authorize the Community Development Director to execute any necessary change orders in an amount not to exceed 10% of the original contract amount; and 5. Authorize the City Manager to execute the Agreement.

NEW BUSINESS

15. Adopt a City Council Resolution Establishing a Self-Insured Paid Family Leave Policy that Provides Short-Term Wage Replacement Benefits to Eligible Employees Who Need Time Off Work for Family Leave

CITY RECOMMENDATION: 1. Adopt a City Council Resolution establishing a Paid Family Leave Program that provides short-term wage replacement benefits to eligible employees who need time off work for family leave.

MEMBER/STAFF CLOSING COMMENTS

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Glendora City Hall bulletin board at 116 E. Foothill Boulevard, Glendora and on the City of Glendora website at www.cityofglendora.org not less than 72 hours prior to the meeting in accordance with Government Code Section 54954.2.
Dated: December 6, 2023 Kathleen R. Sessman, MMC City Clerk/Communications Director



DECEMBER 12, 2023 MEETING

City Council, Successor Agency and Housing Authority

Re: Public Comments:

INFORMATION RECEIVED

Attached:

1) Index of correspondence received after Agenda Publication

Index of Correspondence Received:

Date Received	Agenda Item	From	Email /Phone
11/29/2023	Public Comment	Jonathan Hawes	jonathanhawes@myyahoo.com

From: jonathan hawes <jonathanhawes@myyahoo.com>

Sent: Wednesday, November 29, 2023 7:36 AM

To: Public Comment <publiccomment@cityofglendora.org>

Subject: General public comment to be read at the next city council meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening. My name is Jonathan Hawes. I served as EI Monte City Clerk from 2013 to 2018. Since 2015 I have been a whistleblower on Andre Quintero and Team EI Monte's embezzlement of \$10 million from the EI Monte Promise Foundation scholarship fund. I have interviewed dozens of EI Monte residents who have privately confirmed that Promise funds were used for fraudulent trips to Vietnam and Haiti, a bogus consultant in Salt Lake City, house repairs, and other unlawful expenditures. I have myself been interviewed by the FBI about two dozen times. Documents proving the embezzlement have been submitted to the FBI and the Los Angeles County District Attorney's Office.

A week ago, an El Monte resident with a documented history of harassing and fabricating lies about other residents, Gabby Leos, told a string of lies on cable news about El Monte Mayor Jessica Ancona. These lies were spoon-fed to her by City Manager Alma Martinez. El Monte Police Chief Jake Fisher, who went on record confirming one of Leos/Martinez's lies, needs to be fired for interfering in ongoing litigation by commenting publicly on said litigation, and for lying in his official capacity. Both Martinez and Fisher dislike Mayor Ancona due to her efforts to rid our city of the baleful influence of Andre Quintero and his Team El Monte minions, of which Martinez and Fisher are two. Martinez and Fisher have frequently made significant decisions without a vote from the council, which is unlawful, and Ancona has called out such improprieties, furthering their animosity towards her and her anti-corruption efforts.

I am asking the Glendora City Council to pass a resolution condemning these crimes and schemes in order to protect the greatest mayor El Monte has ever had, Mayor Jessica Ancona, and the vulnerable residents of one of the poorest cities in Southern California. If this criminal, FBI-investigated cabal succeeds in removing her from office via well-orchestrated, mendacious smear campaigns, we will be back to full dictatorship under Andre Quintero or one of his puppets. El Monte children, who should've been provided with college scholarships, were robbed by his embezzlement. Andre Quintero and Team El Monte members must go to prison. If you have any questions, please call or text me at (626) 863-2149. Thank you.



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: RECREATION AND HUMAN SERVICES DISTRICT(S): CITYWIDE

SUBJECT: UPDATE ON ADDRESSING HOMELESSNESS IN GLENDORA

RECOMMENDATION

That the City Council:

- 1. Receive an update on services provided and efforts undertaken to assist individuals experiencing homelessness in the City;
- 2. Accept grant award from United Way of Greater Los Angeles for expanding access to assistance programs for unhoused people; and
- 3. Authorize the increase in appropriations and supplemental review in the amount of \$150,000.

STRATEGIC FOCUS AREAS

• Goal 6: Implement Strategic Homelessness Solutions (ISHS)

EXECUTIVE SUMMARY

This report serves as a comprehensive update on the efforts taken and programs implemented by the City to address homelessness and provide services to community members currently experiencing homelessness or at risk of losing their housing. The efforts and programs implemented to date reflect the City's response to ongoing concerns related to the challenge of homelessness in Glendora, through a proactive and holistic approach that balances maintaining order in public areas while providing individuals experiencing homelessness access to needed services.

In the City's 2019 Survey About Homelessness, when participants were asked "If the city government could change one thing to make Glendora a better place to live now and in the future, what change would you like to see?" the most common response (27.2%) was to address homeless issues and poverty. In the City's 2022 Community Opinion Survey, participants were asked this question again and the most common response (22.2%) remained the same — to address homeless issues/poverty. The City's response to homelessness and poverty has been informed, in part, by this community feedback and the results of the annual Los Angeles Homeless Services Authority (LAHSA) Point-In-Time count and the City Net homeless census results commissioned by the City.

Since the last update to the City Council, staff has continued to work diligently to implement a variety of initiatives to address the challenge of homelessness locally. Working in partnership with public agency and non-profit partners, this report provides the City Council with an update on the efforts undertaken to assist individuals experiencing homelessness since the start of the COVID-19 pandemic, the programs and services delivered through receipt of grants, efforts to address quality of life concerns, the results of the January 2023 Point-in-Time Count, and a separate homeless census completed in August 2023.

The City was successful in its application with United Way of Greater Los Angeles for funds related to onetime physical site and operation upgrades to expand and improve services for unhoused people accessing programs and services at senior centers. This grant will be used to upgrade the Historic La Fetra building kitchen, add new partitions for the computer lab so they can be easily disinfected, and new carpet.

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LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On December 12, 2017, the City Council approved acceptance of funds from the County of Los Angeles for a City Planning Grant to develop a City plan to prevent and reduce homelessness (Homeless Plan).

On June 12, 2018, The Homeless Plan was presented and adopted by the City Council.

On September 17, 2019, the City held a homelessness workshop that covered topics including the current legal environment, homeless encampments, housing, homeless resources, and community/staff involvement. The workshop identified several items that staff would report back on, including shopping carts, bulky items, environment design strategies, high fire-hazard severity zones, and housing.

On January 14, 2020, the City Council authorized the City Manager to negotiate and execute a Memorandum of Understanding with East San Gabriel Valley Cohort Cities (Azusa, Duarte, Covina, West Covina, and Glendora) for a 'Five-Cities' Measure H Funding Grant. This \$343,000 grant was to be implemented by a contracted partner, Union Station Homeless Services (Union Station), and provided a street outreach worker, shared among the Cohort Cities. The City Council also authorized the City Manager to negotiate and execute the Agreement for Professional Services with Union Station for a 'Three-Cities' Measure H Funding Grant for the Cohort Cities of Glendora, La Verne and San Dimas. This \$359,200 grant provided an outreach worker, housing navigator, and funding for rapid rehousing and motel vouchers, shared among the Cohort Cities.

On March 10, 2020, the City Council adopted Ordinance No. 2051 adding a new section to the Glendora Municipal Code regulating stolen or abandoned shopping carts and establishing an abatement and enforcement program.

On April 14, 2020, the City Council authorized the appropriation of \$150,000 from the Affordable Housing Fund to allow staff to execute agreements with local hotels, motels and similar businesses to house and provide services to individuals experiencing homelessness for the duration of the local emergency declared for COVID-19. The City Council also adopted Ordinance No. 2052 adding a new section to the Glendora Municipal Code to regulate and prohibit certain conduct and conditions to protect public health and safety including obstructing the free passage along such public ways.

On May 26, 2020, the City Council discussed housing options for individuals experiencing homelessness and directed a subcommittee of two councilmembers and City staff to return with recommendations by June 9, 2020.

On June 9, 2020, the City Council discussed the future development of housing for people experiencing homelessness in Glendora, authorized an additional budget adjustment of \$150,000 from the Affordable Housing Fund to extend agreements with the City's hotels and motels, and authorized a sub-committee of City Council members and City staff to work with local agencies to seek sub-regional housing options with local agencies, the County of Los Angeles, and LAHSA.

On September 8, 2020, the City Council authorized an additional budget adjustment of \$150,000 from the Affordable Housing Fund for temporary homeless housing in the City's hotels and motels, including amending agreements with local owners to provide these services.

On October 13, 2020, the City Council approved the 2020-2023 Strategic Plan which introduced a 6th goal: Implement Strategic Homelessness Solutions.

On March 9, 2021, the City Council received an update on the City's homelessness efforts and authorized the City Manager to extend agreements with local hotels and motels to house and provide services to individuals experiencing homelessness during and after the declared COVID-19 emergency. The City Council also discussed and provided direction on the identification of a location for an interim housing opportunity as part of a sub-regional housing effort considered alongside the Cities of San Dimas, La

Verne, and Claremont.

On October 12, 2021, the City Council approved a Revised Expenditure Plan for American Rescue Plan Act funding which allocated \$1,000,000 of the total \$7,525,063 received by the City to be used for Homelessness/Housing.

On November 3, 2021, the City Manager and Assistant City Manager delivered a presentation to the Los Angeles County Blue Ribbon Commission on Homelessness (Commission). The Commission was established by the Los Angeles County Board of Supervisors to "conduct a comprehensive study of the LAHSA governance structure by reviewing existing reports and recommendations, identify and analyze the challenges inherent to the existing system, and to provide recommendations to change and improve its efficiency."

On April 12, 2022, the City Council received an update on the City's homelessness efforts and authorized an appropriation of \$500,000 from American Rescue Plan Act (ARPA) funds for a two-year contract with a one-year extension with the Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) for homeless outreach services, substance use treatment, and housing navigation services.

On May 10, 2022, the City Council adopted Ordinance 2067 adding new sections to the Glendora Municipal Code to "Regulate homeless encampments on, near, or upon critical infrastructure, sensitive use property, or in areas of high fire risk. The City Council also adopted Resolution CC 2022-17 implementing said sections of the Glendora Municipal Code.

On April 11, 2023, the City Council adopted the 2023-2025 Strategic Plan that continued to include including addressing homelessness as Goal 6) Implement Strategic Homelessness Solutions and added Goal 7) Enhance Community Engagement and Presence. Goal 6 includes four objectives that consist of strengthening outreach and engagement activities, evaluation and expansion of collaboration in regional programs, pursuing available grant funding, and update the Homelessness Strategic Plan. Goal 7 includes objectives that correlate like building trusting relationships, expanding opportunities for residents and business to give back to the community, and addressing quality of life issues along the Arrow Highway corridor.

DISCUSSION

Los Angeles Homeless Services Authority (LAHSA) Point in Time Count and Census by City Net

LAHSA's Point In Time (PIT) Count is conducted each year by thousands of volunteers including City and County staff, homeless service providers, and community members. The PIT Count is intended to fulfill the mandate of the United States Department of Housing and Urban Development (HUD) to paint a picture of the progress, trends, and shifts in the fight to end homelessness.

Last year's PIT Count (2022) estimated 69,144 individuals experiencing homelessness throughout Los Angeles County, a 4.1% increase from the previous count. It was estimated that 84 individuals were experiencing homelessness in the City of Glendora at that time. This was a 41.8% decrease in the City's homeless population.

The 2023 PIT Count was held in the San Gabriel Valley on January 24 and 26 to update this data. LAHSA made improvements in their data gathering this year to improve quality assurance, including using a new digital app, simplifying volunteer training, and hiring a demographer and data scientist to optimize how the data was counted and analyzed. The results of the PIT Count were evaluated by a team comprised of researchers from the University of Southern California, LAHSA and HUD, and were made available in the summer

of

2023.

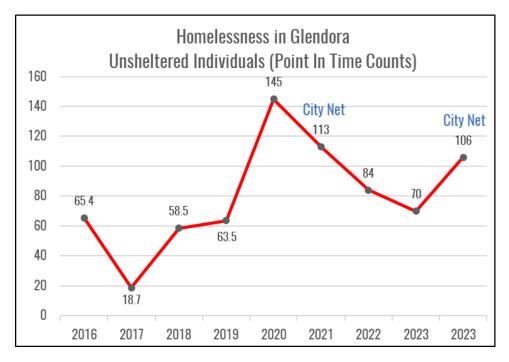
The 2023 PIT Count found that there was an estimated 75,518 people experiencing homelessness in Los Angeles County, a 9% increase from 2022. Referencing The California Statewide Study of People Experiencing Homelessness (CASPEH) by the University of California, San Francisco Benioff Homeless

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and Housing Initiative (BHHI), LAHSA reported that the rise in homelessness is a regional and national trend and highlighted other counties experiencing this rise; San Bernardino (+26%), Riverside (+12%), San Diego (+22%), Ventura (+9%). Despite this regional increase, however, the City of Glendora was found to have an estimated 70 individuals experiencing homelessness, which is a 16.7% decrease since the 2022 PIT Count, which found 84 individuals experiencing homelessness. During the 2023 count, 23 individuals were observed without any form of shelter during the count while an estimated 47 individuals were noted to have some form of shelter including vehicles, tents, or makeshift dwellings.

LAHSA reports that the homeless count is best interpreted as a snapshot of homelessness at the regional level. The count goes through extensive quality control to provide a statistically accurate countywide insight into homelessness and is most useful when applied to the broader Service Planning Area (SPA). It is generally not as reliable when used as a guide to provide city level insights into homelessness. To gain a better understanding of homelessness locally, the City contracted with City Net in August 2023, to conduct a more detailed census of individuals experiencing homelessness. City Net is a well-established nonprofit operator that provides an array of supportive services and housing opportunities, and they had previously conducted a homeless census for the City in 2021. This detailed census is a distinct but complementary project from the HUD-mandated, county-wide PIT Count undertaken by LAHSA.

The 2023 City Net census (Attachment B) was conducted over a two-day period, in the early morning of August 29 and late evening of August 31, and included a survey of all participants to better understand their needs and experiences. Questions touched on their history of homelessness, experience working with case management, interest in shelter, and reasons for staying in Glendora. Census staff were accompanied by the Glendora Police Department, L.A. CADA outreach staff, and the City's Human Services and Outreach Coordinator. The census found the total number of unsheltered individuals to be 106, which is a 51% increase from the January 2023 LAHSA PIT Count.



This number is not an exact representation of the week-to-week count, however, and is subject to change due to weather or encampment cleanups. One factor that may have impacted these results was a cleanup that occurred in one of the larger encampments on the border of Glendora and San Dimas on August 30, 2023. Due to the large cleanup effort this number is best used to note the trend in overall homelessness since the last count. In comparison, City Net's 2021 census found 113 unsheltered individuals in Glendora. The 2023 City Net report also noted that only 14 individuals were identified as having participated in *both* the 2021 and 2023 census. That is, only 6.4% of participants were identified as unsheltered and participated in both counts. Other key findings include:

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• Current Sleeping Situation:

- o 82.6% of respondents were observed unsheltered outdoors.
- o 16.3% were living in a vehicle.

• Demographics (Age, Gender, Race & Ethnicity):

- 68.5% were male.
- 70.6% were younger than 45 years old.
- 50% identified their race and ethnicity as White, 33.7% identified as Hispanic or Latino and 8.7% identified as Black or African American.

Income:

- 55.4% reported having no income,
- o Of those reporting income, 68.3% received less than \$1,000 per month.

Community Ties:

- o 77.2% slept in Glendora.
- o 76.1% spent their days in Glendora.
- 52.2% reported their last permanent residence was in Glendora or another San Gabriel Valley city.
- 55.8% of participants noted that they stay in Glendora because they "grew up here" or had "family or friends" in Glendora.

<u>Disabilities:</u>

- When questioned about their health, 27.2% reported having a permanent disability or health condition.
- 34.8% reported having a mental health concern.
- 37.0% reported having a drug addiction, 3.3% reported an alcohol addiction, and 8.7% reported both.
- 51.1% reported having no substance use concern.

Services

o 70.7% of participants reported they were interested in case management support but the reason they weren't currently connected with case management was because they did not know how to access this support (40.6%).

Other

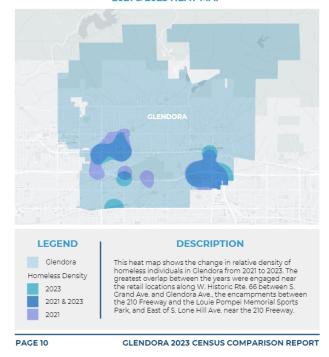
32.6% of participants report that they had experienced domestic violence.

The image below provides a general view of where homelessness is concentrated in the City and allows a comparison of homeless population density between the 2021 to 2023 City Net Census.

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GEOGRAPHY

2021 & 2023 HEAT MAP



Participating in the LAHSA PIT Count and City Net Census has allowed staff to better understand the needs of the community related to homelessness and poverty. Homeless Services staff, Glendora Police, and L.A. CADA reference this data to determine how best to direct current resources.

Assistance During the COVID-19 Pandemic

As reported to City Council in the Comprehensive Update on the Services to Individuals Experiencing Homelessness on April 12, 2022, during the COVID-19 pandemic the City negotiated room rental rates of up to \$85 per night to temporarily house individuals experiencing homelessness. The City utilized funding from the San Gabriel Valley Council of Governments (SGVCOG) and appropriations from the City's Affordable Housing Fund to house these individuals while City staff and contracted homeless services partners provided support with case management and referrals to other interim housing programs like the County's Project Roomkey. From 2020 to 2021 the City itself provided 6,701 nights of shelter in local motels for vulnerable individuals. The pandemic created significant strain on the economy, particularly in the hospitality industry, and this partnership between the City and local motel owners provided an opportunity to support these businesses. Please refer to Attachment C for additional detail.

Community Partnerships

The City is working to increase public awareness of the homeless services available to increase the likelihood that those who are experiencing homelessness or a housing-related crisis can get the prompt support needed. The seasonal Glendora Report, the City's Homelessness and Community Outreach website, and social media are some avenues for community members to learn how to contact homeless services staff to receive support. Homeless Services staff receive referrals for assistance, concerns about encampments, and questions about how to volunteer and give back to the community by phone (626-852-5200) and/or email (homelessness@CityOfGlendora.org).

The City continues to strengthen partnerships with community service providers to enhance the delivery of services to community members in need. Homeless Services staff attend monthly care coordination

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meetings held by Service Provider Area (SPA) 3 lead homeless service providers, Union Station and Sycamores Child & Family Services, to discuss updates to Coordinated Entry System (CES) resources and programs available to the adult, family, and youth populations. Staff coordinate with public, private, and non-profit partners including Citrus College, Glendora Unified School District, Glendora Ministerial Association, several Los Angeles County Departments (Health Services, Mental Health, Public Social Services), Foothill Family Services, Foothill Unity Center, LAHSA, Union Station, Veteran Administration, Volunteers of America, and the YWCA, among others.

Local partners like Shepherd's Pantry have been instrumental in providing community members basic needs and support. The L.A. CADA outreach team and Homeless Services staff have begun meeting monthly with Shepherd's Pantry staff to discuss updates on available community resources and how to best coordinate delivery of services to individuals experiencing homelessness. Staff will maintain and expand upon these relationships to facilitate access to services and resources for community members.

San Gabriel Valley Council of Governments (SGVCOG), Measure H, and American Rescue Plan Act (ARPA)

Grants

As reported to City Council on April 12, 2022, the SGVCOG entered into a contract with the County of Los Angeles to administer Measure H funding in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley. This funding was from the State of California 2019 Budget Trailer bill.

The City received \$240,000 from the San Gabriel Valley Council of Governments (SGVCOG) for motel vouchers, encampment cleanup, and prevention and diversion programs. The City continues to work with the SGVCOG on identifying funding resources and opportunities to expand its current homeless services program. The City received two Measure H Grants – the Five Cities Grant and Three Cities Grants - which provided for homeless street outreach and housing navigation services shared among other San Gabriel Valley city grant recipients. Union Station was the contracted service provider for these two grants, from March 2020 to May 2022. The City has used all the funding and received reimbursements for related expenditures (refer to Attachment C for additional detail). It is important to note that the funding received enabled the City to have more direct control over the administration of the program, thereby focusing the assistance on individuals experiencing homelessness locally.

In October 2021, the City allocated \$1,000,000 of ARPA funds to be used for homelessness and housing. Half of this funding was appropriated to enter a two-year contract with L.A. CADA, a substance use treatment and homeless services provider. The balance of the ARPA funding is being used for general client assistance such as transportation costs to reunite with families, move-in assistance, fees related to replacing vital documents, and emergency motel vouchers. The L.A. CADA outreach contract began in May 2022 and allows for a one-year extension, including making minor non-substantive changes. L.A. CADA offers critical services across a wide continuum of care and treatment, including outpatient, intensive outpatient and residential programs. This full continuum of care is available for adults, ages 18 and over; services to adolescents (ages 12–17) in an outpatient setting are also provided. With more than 300 residential and recovery-bridge housing beds, L.A. CADA currently serves more than 9,000 adults, youth and children annually. Through its contract with L.A. CADA, the City has two dedicated staff, a housing navigator and a Registered Alcohol/Drug Technician, outreaching in the community five days per week, eight hours per day.

Martin V. City of Boise

In 2018, the United States 9th District Court case Martin v. City of Boise (9th Cir. 2018) 902 F.3d 1031 found that people cannot be penalized for sleeping on public property if they have no shelter or home to go to and explained that "as long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter." On April 14, 2020, the City Council approved an ordinance to regulate storage

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of bulky items in the City's parks and other city property, and the Staff Report provided to the City Council noted the following:

"City streets, sidewalks, passageways, parks, and other City property should be open, accessible, and available to residents and the public at large for their intended uses. Obstructing the same, bringing personal or bulky items on and into the same, and erection of tents or similar structures on or into the same interferes with the rights of other members of the public and can create a public health or safety hazard that adversely affects City streets, sidewalks, passageways, parks, and other City property.

The City has the lawful right, under the exercise of its Police Powers, to maintain public streets, sidewalks, passageways, parks, and other City property in a clean, sanitary, and accessible condition, to prevent harm to the health or safety of the public, and to promote the public health and safety by ensuring that the same remain readily accessible to all for their intended uses. The proposed amendment to the City's municipal code recommended by this staff report, along with appropriate enforcement of the same, will help keep City streets, sidewalks, passageways, parks, and other City property clean and safe for all users.

However, this exercise of the City's Police Powers must be consistent with law. In 2019, the United States Court of Appeals for the Ninth Circuit held in Martin v. Boise, 902 F.3d 1031, 1048 (9th Cir. 2019) that the United States Constitution "prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter."

However, the Ninth Circuit also made clear that this ruling "does not cover individuals who do have access to adequate temporary shelter, whether because they have the means to pay for it or because it is realistically available to them for free, but who choose not to use it. Nor do we suggest that a jurisdiction with insufficient shelter can never criminalize the act of sleeping outside. Even where shelter is unavailable, an ordinance prohibiting sitting, lying, or sleeping outside at particular times or in particular locations might well be constitutionally permissible. So, too, might an ordinance barring the obstruction of public rights of way or the erection of certain structures." Id. At n. 8"

This decision has impacted how the City addresses community concerns around camping and it informs how the City's homeless services team conducts street outreach and engagement.

Outreach and Engagement

The City has utilized a collaborative approach to community outreach, relying on partnerships between Homeless Services staff, the staff of the Glendora Police Department and their Community Impact Team (CIT) and contracted homeless service providers. The CIT consists of two full-time police officers and ten collateral officers who assist with CIT missions in addition to their regular assignments. The CIT provides a multi-faceted, holistic approach to addressing homelessness and other community concerns. The two full-time officers work hand in hand with L.A. CADA responding to requests for outreach and engagement. An important component to their success is building relationships with individuals experiencing homelessness and working together to creatively find solutions to overcome barriers to housing. Our law enforcement officers are also responsible for assisting individuals experiencing homelessness when they become victims of crimes, as well as enforcing City laws and codes. They have been instrumental in addressing concerns from the housed community while also providing services and support to the unhoused community.

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The City's Human Services team is led by Human Services Superintendent, Debbie Lopez, who is responsible for developing and implementing the homeless services programs in the City. She supervises the current outreach contract with L.A. CADA and monitors the data outcomes from outreach staff. Superintendent Lopez was also responsible for coordinating the City's Homeless Task Force, composed of Human Services staff, Glendora's CIT, L.A. CADA, a Department of Mental Health clinician, and LAHSA. The group discusses recent police activity related to homelessness and the progress of service delivery to the City's most vulnerable and chronically homeless individuals. The Superintendent tracks program spending, identifies new funding opportunities and applies for relevant grants to expand current programs. The Human Services & Outreach Coordinator, Erik Deurmeier, was hired in July 2023 to support the implementation of the City's homeless service programs. He is assisting in expanding the network of community providers that could assist the City's unsheltered population and facilitating L.A. CADA staff's utilization of available CES resources.

Both staff respond to inquiries received through the Glendora Homeless Hotline, providing referral assistance and case management resources to the community. Both staff are active in the community and may support outreach efforts or attend community engagement events to build relationships with both the housed and unhoused community. The Human Services team provides a variety of other support services to meet basic needs and overcome housing barriers, including bus passes and meal and clothing gift certificates. To supplement outreach efforts and to better accommodate the outreach needs of a diverse population, in 2023 the City purchased an ADA accessible outreach van with wheelchair lift for \$66,620.

Law enforcement's response to homelessness is a complex undertaking that balances enforcement and outreach. Unfortunately, addressing homelessness is not linear. Rather, it is a winding road that can take days, weeks, and in some cases even months to reach a solution. The Police Department balances the complex needs of the individual experiencing homelessness with what is best for the specific individual and the community while abiding by law and policy. The United States Constitution, various federal and state laws, court decisions, and the municipal code are just a few of the various policies that must guide our efforts.

The most important aspect of any police response is public safety. First, and foremost, is the protection of our community. The safety and protection of all – unhoused individuals, residents, visitors, business owners, victims of crimes, suspects of crimes, and witnesses – is paramount. Public safety is the Department's top priority when it involves a potential criminal act. The Department will investigate alleged crimes and take the proper steps to enforce state and municipal violations. In the event an unhoused individual is arrested, the Department can and will assist the individual with supportive services to address their various needs, while enforcing applicable laws.

The Police Department also provides outreach services and can connect unhoused individuals with our community partners. The Department works in conjunction with the Human Services Division, L.A. CADA, and the Department of Mental Health (DMH) to provide the following:

- Shelter in the form of interim housing which can be linked to low-cost permanent housing.
- After obtaining permanent housing, assistance with basic needs such as furniture and ongoing services in the form of frequent follow-ups and linkage with DMH services as needed.
- Food, clothing, and assistance in obtaining legal documents.
- Relocation services to family and/or friends out of the area.
- Mental health services through DMH which are based on the persons need. These services can
 consist of immediate hospitalization, homeless outpatient field services, in custody mental health
 services, and residential care through DMH or the Los Angeles Department of Public Guardian's
 Office.
- Substance abuse program enrollment both outpatient and inpatient.

A primary duty of the Police Department's response to homelessness involves the investigation of crimes or other code violations. This enforcement function is balanced with what is best for the unhoused

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individual, residents, and or business owners in the community. In some situations, arrests are made and in others, an investigation is initiated while other avenues are explored such as the outreach options noted above. The Department will weigh all available options and an ultimate decision is made based on the specific situation. Oftentimes there is no violation of any law or code.

Frequently, investigations of the unsheltered involve trespassing on private property. In the event a business owner requests an individual be removed from private property, officers verify that the owner desires prosecution. The trespasser is warned and asked to leave the location. If the individual refuses to leave the location, they can be arrested. The individual's property is seized and stored as inmate property. If debris is left at the location, it is the responsibility of the property owner to have it removed.

The Glendora Municipal Code authorizes the Police Department to enforce multiple city codes including, but not limited to, anti-camping and abatement of bulky items on Glendora City property. If a person has refused resources including shelter, the Department can issue citations for these infractions only after meeting the provisions of Martin v. City of Boise (9th Cir. 2018) 902 F.3d 1031 as mentioned earlier in this Report. This can lead to collecting and storing property, which has its own set of regulations. Such regulations include making an inventory all property, identifying any items of intrinsic value, and storing bulk property, holding it for one to three months so it can be collected by the owner. Officers strongly attempt to obtain voluntary compliance with the City's anti-camping and abatement of items on City property before enforcing these codes.

Homeless encampments are handled based on location. If camps are located on state property or county property, we reach out to the California Highway Patrol or the Los Angeles County Sheriff's Department to clear the areas. These would be areas adjacent to the freeway including Park and Rides, as well as flood control channels or debris basins. Officers provide assistance and enforcement is based on state or county department protocols.

If an encampment is located on Glendora City property, the Police Department has developed a strategy to obtain compliance and provide outreach to assist individuals with their various needs. Officers offer those camping on City property the resources listed above and advise them of the municipal code violations multiple times prior to initiating a camp removal operation. The individuals contacted have their names recorded and officers document the area by taking pictures in addition to the use of body worn camera footage. The individuals are then given time to remove their belongings. After making efforts to obtain compliance and offering linkage to resources including shelter, an encampment cleanup operation is scheduled. During the cleanup operation, officers ensure that any items of intrinsic value are collected, inventoried and stored until the owner has an opportunity to retrieve the property. Items deemed to be debris or trash are removed and discarded by our contracted debris removal service.

In specific incidents, homeless individuals can be placed on a mental health evaluation hold. Our Police Department staff and the Department of Mental Health (DMH) clinicians, who partner with officers on a part-time basis, have the authority to author these holds and take custody of individuals when specific circumstances exist. Article 1, Section 5150, of the Welfare and Institutions Code defines the process and requires the individual must be a danger to themselves, a danger to others, or gravely disabled. Individuals exhibiting signs of mental illness often do not meet the criteria to be detained and placed on a hold. While these individuals are taken into custody, their detention is not an arrest, but the Police Department must still care for their property and belongings, similar to the processes outlined above in the case of an arrest or encampment removal.

Over the past two years, the Police Department has responded to 73,000 calls for service in the community. Of those calls, 14 percent (or 10,220) have been related to homelessness.

L.A. CADA staff respond to outreach requests throughout the City, helping individuals replace documentation, access healthcare and connect with employment and other benefits. They also assist with

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transportation to appointments, linkage to legal services, and reinforcing life skills. Once an individual obtains housing, staff assist in setting up a structure to improve their housing success, including guiding the individual on how to navigate local resources and providing all available community supports to improve their chances of retaining this housing. The diverse needs of unhoused individuals vary but an example of an average week of service delivery for L.A. CADA looks like this:

- 40 individuals engaged, two of which are first-time encounters and 38 are follow-ups.
- Services provided to these individuals include food/clothing pantry linkage, applying for benefits, multiple discussions about substance abuse and offering treatment services, linkage to mental health services, housing search and landlord engagement, and delivery of basic needs like food and hygiene supplies.
- Obtaining or replacing lost documentation is a key priority to help access insurance, benefits, employment, or housing.
- Notifying individuals of a scheduled encampment clean-up and coordinating transportation to shelter or shared housing for anyone who accepts

The City's partnerships with homeless service providers Union Station and L.A. CADA have been effective in supporting community members experiencing homelessness by connecting them to much needed interim and permanent housing resources and providing the case management support to navigate the unique housing barriers for each individual. During the height of the COVID-19 pandemic the City worked with Union Station staff to connect 42 individuals with interim housing through the County's Project RoomKey program. Five of these individuals were confirmed to have obtained permanent housing while all Project RoomKey participants received food, shelter, and medical support and had the opportunity to pursue permanent housing resources with their on-site case management.

After the declaration of the LA County COVID-19 public health emergency ended in March 2023, however, Project RoomKey sites across the County demobilized and the Homeless Services team had fewer interim housing opportunities to access. Interim housing programs in Pasadena and Pomona have historically been the primary shelter resources for the San Gabriel Valley, with the Pomona shelter prioritizing placement for individuals with strong ties to Pomona. Outreach staff from Union Station and L.A. CADA have noted that individuals may decline these options because they would have to leave their current resources, employment, or community to obtain them. The 'tiny homes' pallet shelter programs in other San Gabriel Valley cities also currently prioritize placement for individuals from those cities, creating another barrier for Glendora individuals experiencing homelessness to access regional shelter resources. Despite this, staff have attempted to maximize use of remaining resources and encourage clients to consider any housing resources for which they may be eligible. This often includes congregate shelter placement in other SPA's, shared housing funded by client's income, and housing intended to support individuals with medical or substance treatment needs. Notwithstanding these options, placements are difficult as the scale of need surpasses the resources available to provide assistance.

For various reasons, such as limited shelter availability, weather emergencies, to support vulnerable individuals during the COVID-19 pandemic, or the time-sensitive nature of a household's crisis, motel vouchers have been provided as a temporary solution. See the table below detailing how the City has provided motel vouchers to address these needs since 2020. Note that the City received \$263,748 from the federal government in reimbursement for qualified motel expenses during the COVID-19 pandemic.

Motel Expenses By Year			
Year	Room Nights	Amount	
2020	5,904	\$516,052.98	
2021	797	\$66,859.10	
2022	1,238	\$95,064.77	
2023	386	\$32,530.66	

2020-2023 Total Motel Cost:	\$710,507.51
Average Cost Per Night:	\$85.35

In their first contract year (May 2022 to May 2023), L.A. CADA staff placed 23 individuals into interim housing. In that same period, seven individuals obtained permanent housing. Seven other individuals received substance use treatment/detox services and 43 received other health-related services. From June to October 2023, three individuals have been placed in interim housing, 11 individuals have obtained permanent housing, and one individual received a housing voucher to begin looking for their own apartment. Four individuals have accepted substance use treatment/detox services and 30 individuals have received other health-related services.

When traditional housing opportunities are unavailable staff rely on other creative solutions, including building relationships with the family members or friends of the individual experiencing homelessness. Through intentional relationship-building and a commitment to trauma-informed case management, L.A. CADA staff have been successful in obtaining permanent housing for eight individuals through family reunification supporting their transportation to Idaho, New York, Tennessee, Missouri, Florida, and Central California. Some success stories including family reunification and other permanent housing:

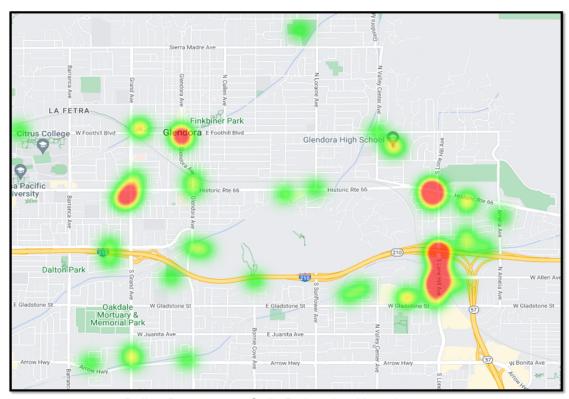
- Staff helped one senior reconnect with a child out of state who confirmed that they would welcome their parent into their home. Staff confirmed this would be a sustainable, long-term, solution and provided the individual with food and fuel for the drive home. Staff later confirmed the individual was happy living with their grandchildren and teaching them how fish.
- A couple who was sleeping in the Lone Hill Ave Park & Ride had come to California for an employment opportunity and were later stranded and unable to return home. Staff built a relationship with their family on the east coast and confirmed they would be able to live together. The City paid for their airfare and later confirmed that they are doing well living with their family.
- Another senior who had been chronically homeless was first encountered lying on the sidewalk in
 front of a business. Outreach staff established strong rapport over multiple interactions and were
 able to link this person to a shelter in Lancaster. After keeping in contact with the senior, staff
 confirmed that this shelter resource led to a permanent housing opportunity and the senior is now
 safe and comfortable in their own apartment.
- Glendora Police referred an individual directly from their jail to outreach staff, who helped get this individual into substance treatment. Upon completion of treatment staff helped reconnect the individual to their parent who was happy to welcome them to their home in Central California
- A chronically homeless individual with multiple health concerns who had a highly visible encampment in a Glendora business complex had been engaged by City staff for over four years and received outreach assistance from City staff, Union Station and L.A. outreach workers. Through this relationship-building the individual developed enough trust in staff to accept assistance pursing a housing voucher. They received a voucher and staff were able to locate a unit in Glendora so they could stay close to their resources and family. Staff helped them move in, find furniture, and set up medical appointments so they could address their health concerns and adjust to living indoors.

Addressing Quality of Life Concerns

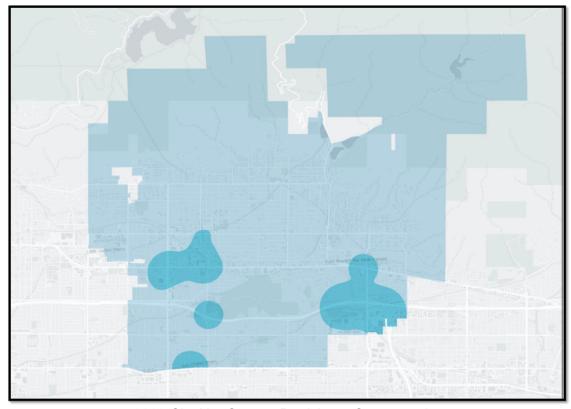
City staff are undertaking a proactive role to address the concerns expressed in relation to homelessness and its impact on quality of life. City departments have increased coordination to direct community concerns to the appropriate bodies. Some concerns expressed by residents include encampments near residential communities and public open spaces, trash accumulation, and reports of behavior creating a public disturbance. Data collected from outreach staff, the homeless census, and police interactions show that homelessness in the City is primarily concentrated along major thoroughfares (210 Freeway, Rte 66, Glendora Ave, Grand Ave, Lone Hill Ave) including sections of South Hills adjacent to the 210 Freeway and CalTrans property north of Louie Pompeii Memorial Sports Park. The Glendora Police Department

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tracks calls related to homelessness and their geolocation data which provides another tool to assess how to direct services and respond to concerns in the City. The images below illustrate the overlap between where homelessness is concentrated in the City and calls related to homelessness. The first image shows police calls the week of the City Net Census and the second image shows the City Net Census data where homelessness is concentrated throughout the city.



Police Department Calls Related to Homelessness



2023 City Net Census Participant Concentration

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City efforts, which include the Homeless Division, Glendora Police Department, and the L.A. CADA outreach team have employed a balanced approach that help address these concerns while providing individuals experiencing homelessness access to needed services. The City continues to utilize Ocean Blue Environmental Services Inc to address environmental health concerns related to encampments. Between May 2022 and October 2023, the City has undertaken 29 cleanups of encampments and frequently used public spaces throughout the City, the most recent of which was an October 24 cleanup of South Hills Park. Data from this cleanup is still being processed and not included in the following. From May 2022 to September 2023 these cleanups have resulted in the removal of approximately 14,659 pounds of trash and debris, 2,449 pounds of biohazard material (including human waste, syringes and other materials in need of special sterilization processing), seven propane tanks, and a fire extinguisher. The total cost of these activities equates to \$127,804.86.

Community Engagement

On October 9, 2023, the City held a community meeting to discuss the City's purchase of property at 1762 Dale Road, a former assisted living facility. The City Council approved the purchase of the 2.17-acre site on April 25, 2023 for \$5 million. Approximately half of the funds used for acquisition of the property were allocated from the City's Affordable Housing Fund and the Housing Authority, with the balance allocated by Measure E. Measure E funding was used given that residents have listed homelessness as the biggest quality of life concern in Glendora since 2019 (as was noted previously). This investment is anticipated to be offset by the sale of other surplus City land (the San Jose Properties).

The City's Community Development Department delivered a presentation on how this property was acquired, reviewed the other affordable housing developments already in place in the City, and discussed how this property could potentially be used to address housing affordability at various income levels, including homelessness. It is important to note that no decisions have been made about prospective development on the property. City leadership solicited community feedback and encouraged ongoing dialogue about use of this property; the community meeting would be the first of multiple meetings to solicit feedback from the public.

City staff discussed the eligibility requirements for obtaining a unit in an affording housing development and provided examples of household income limits that qualify as "Low Income" or "Very Low Income":

Los Angeles County Income Limits

Household Size	1	2	3	4	5	6
Very Low	\$44,150	\$50,450	\$56,750	\$63,050	\$68,100	\$73,150
Low	\$70,650	\$80,750	\$90,850	\$100,900	\$109,000	\$117,050

- Example 1- A recent graduate living alone works as a staff accountant and earns an annual income of \$65,000
- Example 2- A single parent, a teacher, with one child, and the household income is \$78,000
- Example 3- A couple with 2 children, where one adult works as a cashier and the other adult is a dental assistant, and the household income is \$99,000
- Example 4- A couple with 3 children, where one adult works as a bank teller and the other adult as a forklift operator, and the household income is \$108,000

The City's 2021-2029 Housing Element notes that through its various land use policies, the City provides development potential for a range of housing opportunities. The Housing Element represents an awareness of the need within the City to assure that housing is provided for all economic segments of the community, for existing and future residents. The Element also satisfies the legal requirements that housing policy be a part of the General Plan. State Housing Element law requires that a local jurisdiction accommodate a share of the region's projected housing needs for the planning period. This share, called

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the Regional Housing Needs Allocation (RHNA), is important because state law mandates that jurisdictions provide sufficient land to accommodate a variety of housing opportunities for all economic segments of the community. Compliance with this requirement is measured by the jurisdiction's ability in providing adequate land to accommodate the RHNA. The City is required to zone for housing, including affordable housing, and this number is contingent upon the most recent HUD Point-In-Time Count, to reflect that the City is addressing the housing needs of its current unsheltered population.

The City received updates on homeless services on March 9, 2021, and April 12, 2022, which discussed a potential Sub-Regional Homeless Housing program. Glendora, San Dimas, La Verne, and Claremont staff met to assess their respective interest in participating in such a sub-regional approach to addressing housing needs. This program is currently on hold but through these discussions the City had identified properties that may potentially help meet the Housing Element requirements without zoning changes. Three sites in the City were previously identified where interim housing could be built without zoning changes. The three locations identified are adjacent to Grand Avenue and currently have existing structures on them. Two of the three zoned locations are just north of the Big Dalton Wash, on either side of Grand Avenue. The third location is on the northeast corner of Grand Avenue and Arrow Highway.



In response to changes in the State Housing Element law, the City amended its Zoning Code in 2011 to specifically identify emergency shelters as a permitted use at two locations in the City. The two locations include twelve parcels, with a total area of 122,416 square feet (2.81 acres). The City is also required to update its Zoning Code to allow sufficient capacity of emergency shelter beds based on the most recent PIT Count. No emergency shelters or transitional housing facilities are currently located in Glendora. However, several regional facilities serve the homeless in the Eastern San Gabriel Valley.

Funding To Date

The tables below provide a look at the level of funding received and expenditure incurred related to the City of Glendora's efforts to address homelessness.

Measure H Funds	Amount Received
3-Cities Grant	\$71,860.00
5-Cities Grant	\$68,600.00
SGVCOG Grant	\$255,000.00
Subtotal:	\$395,460.00*
City Funds	Amount Received
Affordable Housing Funds	\$450,000.00
American Rescue Plan Act	\$1,000,000.00

Subtotal:	\$1,450,000.00
Total Funds Received:	\$1,845,460.00

*It is estimated that the City has generated \$15-18 million for Measure H since its implementation.

Total Staff Expenses-Homeless Programs		
2019-2023 Amount		
Human Services	\$341,043.00	
Police Department	\$4,608,000.00	
Subtotal:	\$4,949,043.00	

Total Program Expenses-Homeless Programs		
Year	Amount	
2019-20	\$29,755.00	
2020-21	\$681,775.00	
2021-22	\$355,537.25	
2022-23	\$500,653.00	
2023-24	\$282,152.00	
Total:	\$1,849,872.25	

New Grant Funding

On November 28, 2023, the City was informed of its successful application for grant funding from the United Way of Greater Los Angeles. The City will receive \$150,000 towards one-time physical site and operational upgrades to expand and improve services for unhoused people accessing programs and services at senior centers. This grant will be used to upgrade the Historic La Fetra building kitchen, add new partitions for the computer lab so they can be easily disinfected, and new carpet.

FISCAL IMPACT

The City has received a total of \$2 million in grant funding to date, inclusive of the United Way grant awarded to the City on November 28, 2023. Starting with the FY 2023-2025 Two-Year Biennial Budget the City budget \$382,000 of Measure E tax dollars towards homelessness costs related to personnel and assistance programs. The City has incurred a total of \$6.8 million to date since Fiscal Year 2020 between staff costs and program costs.

The increase of estimated revenues and appropriation for the grant award result in a net-zero impact as staff will increase both revenue and expenditure budgets for the receipt and use of the grant award with Council approval.

ENVIRONMENTAL DETERMINATION

There is no CEQA impact associated with the recommendations in this report.

Prepared By Erik Deurmeier, Human Services & Outreach Coordinator

Concurs With Debbie Lopez, Human Services Superintendent

Reviewed By John Aguirre, Recreation and Human Services Director

Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

Danny Aleshire, Assistant City Attorney

CEQA Review Mark Carnahan, City Planner

Jeff Kugel, Community Development Director

ATTACHMENTS:

A. Homeless Update Presentation

B. City Net 2023 Homeless Census Report

C. Staff Report, April 12, 2022

D. Staff Report, March 09, 2021

Update: Addressing Homelessness in Glendora

Erik Deurmeier Human Services & Outreach Coordinator

City Council Meeting

December 12, 2023

CityOfGlendora.org

LAHSA Point-in-Time Count

- Tuesday, January 24 to Thursday, January 26, 2023
 - San Gabriel Valley was the focus of efforts on January 24
- Point-in-Time Count conducted electronically
- Glendora
 - 37 census tracts assigned to the City
 - Human Services staff joined local volunteers
- Downward Trending LAHSA Results
 - 2022 Count estimated 84 individuals, 2023 Count estimated 70 individuals (16.7% decrease)

City Net Homeless Census

- LAHSA PIT Count is a Rough Estimate
 - The PIT Count is statistically accurate countywide and at the Service Planning Area level
 - The count does not provide an exact census on the City level
- City Net Census 2023 took place over two days August 29 and August 31
 - City-specific focus, directly engaging individuals to conduct a survey
 - City Net staff, Glendora PD, L.A. CADA, and Human Services & Outreach Coordinator participated
 - Final Report: 106 individuals experiencing unsheltered homelessness

City Net Homeless Census

Demographics

- Gender & Age: Male (68.5%), younger than 45 (70.6%)
- Race & Ethnicity: White (50%), Hispanic or Latino (33.7%), Black or African American (8.7%)

Community Ties

- 77% slept in Glendora and 76% spent their day in Glendora
- 52% last permanent residence in Glendora or other San Gabriel Valley city
- 55.8% "grew up here" or "have family or friends" in Glendora

City Net Homeless Census

Income

- 55.4% receive <u>no</u> income, 68.3% received less than \$1000/month

Disabilities

27.2% permanent disability, 34.8% mental health concerns, 40.3% drug or alcohol addiction

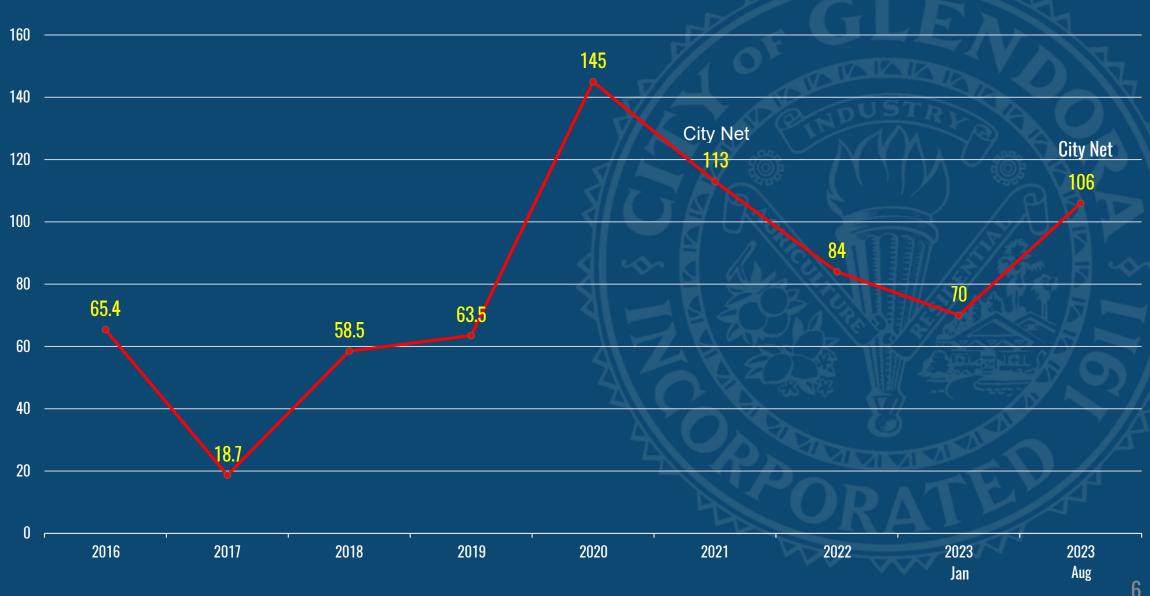
Services

70.7% express interest in case management, 40.6% "don't know how to access" this support

Domestic Violence

32.6% report they had experienced domestic violence

Homelessness in Glendora Unsheltered Individuals (Point In Time Counts)



Assistance During the COVID-19 Pandemic

- Between April 2020 and March 2022
 - Street Outreach and Engagement
 - Temporary Housing Program with Local Motels and Hotels
 - 68 individuals housed
 - 6,701 total room nights
 - Local businesses supported
 - Project RoomKey Placements: 42 individuals (in partnership with Union Station)
 - Moved into Permanent Housing: 5 individuals confirmed

Community Partnerships

- Collaboration with Service Providers and the Coordinated Entry System (CES)
 - Maximizing all available resources at local and regional level
 - CES Care Coordination Meetings: Program updates and resources
 - Public, private, and non-profit partners including Citrus College, Glendora Unified School
 District, Glendora Ministerial Association, Los Angeles County Departments, Foothill Family
 Services, Foothill Unity Center, LAHSA, Union Station, Veteran Administration, Volunteers of
 America, YWCA
 - Shepherd's Pantry
 - Homeless services staff meet monthly with Shepherd's Pantry staff to discuss updates on community resources and how to better support participants

Grants

- San Gabriel Valley Council of Governments \$240,000
 - Motel vouchers, encampment cleanup, family reunification, and prevention/diversion programs
- Measure H \$702,200
 - Three Cities- \$359,200: Glendora, La Verne, San Dimas: housing navigator and street outreach
 - Five Cities- \$343,000: Glendora, Azusa, Duarte, Covina, West Covina: housing navigator and street outreach

Grants

- American Rescue Plan Act (ARPA) \$500,000 (Current)
 - L.A. CADA: Full-time street outreach
 - Housing Navigator and Registered Alcohol/Drug Technician (RADT) street outreach, substance use treatment, housing navigation.
- United Way of Greater Los Angeles—\$150,000 (New)
 - One-time physical site and operational upgrades at the La Fetra Center to expand and improve services for unhoused people accessing programs and services

Funding to Date for Homelessness

Measure H Funds	Amount Received
3-Cities Grant	\$71,860.00
5-Cities Grant	\$68,600.00
SGVCOG Grant	\$255,000.00
Subtotal:	\$395,460.00

City Funds	Amount Received
Affordable Housing Funds	\$450,000.00
American Rescue Plan Act	\$1,000,000.00
Subtotal:	\$1,450,000.00

Total Funds Received: \$1,845,460.00

Martin V. City of Boise

Martin v. Boise Impact

- Ninth Circuit Court of Appeals: "8th Amendment prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter."
- City continuing to address public health and safety concerns
- Some ordinances approved to address health and safety concerns:
 - Ordinance 2051-addressing stolen or abandoned shopping carts
 - Ordinance 2052-addressing obstruction the free passage of public walkways and entrances
 - Ordinance 2067-addressing encampments on, near or upon critical infrastructure or in areas of high fire risk

- Collaborative Approach to Outreach •
 - Human Services Superintendent

Directs City's homeless services programs, tracks L.A. CADA data outcomes, identifies

additional funding sources

- **Coordinates Homeless Task Force Meeting**
- Human Services and Outreach Coordinator (Hired July 2023)
 - Supports in increasing network of service providers, improving communication between partners, and building out homeless service programs and resources



- Collaborative Approach to Outreach
 - Glendora Police Department-Community Impact Team (CIT)
 - Multi-faceted approach balancing enforcement and outreach, to ensure public safety while providing resources and services to the unsheltered community
 - Two full-time officers and ten collateral officers who assist with CIT missions in addition to their regular assignments
 - L.A. CADA Housing Navigator & Registered Alcohol/Drug Technician
 - Full-time outreach, Monday-Friday
 - Daily hotspot patrols, encampment presence, business/residential concerns

- L.A. CADA Outreach Highlights
 - First Contract Year (May 2022-May 2023)
 - Interim housing placements: 23 individuals
 - Permanent housing obtained: 7 individuals
 - Substance use treatment/detox provided: 7 individuals
 - Second Contract Year (June 2023-Present)
 - Interim housing placements: 3 individuals
 - Permanent housing obtained: 11 individuals
 - Substance use treatment/detox provided: 4 individuals

Limited Resources

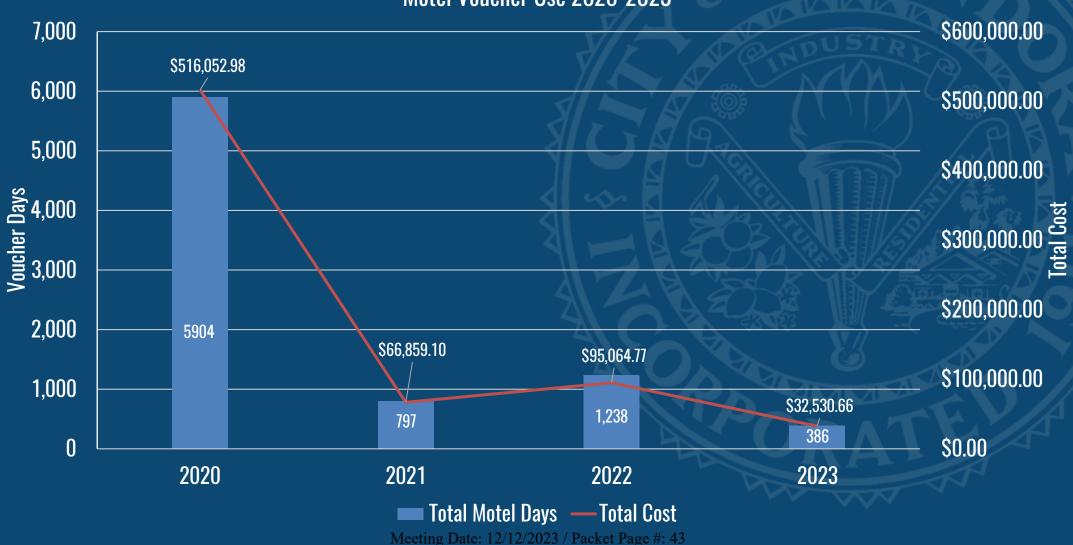
- San Gabriel Valley Interim Housing
 - Pasadena-Congregate shelter
 - Pomona-Congregate shelter, priority: Tri-City residents
 - Baldwin Park-Tiny Homes, priority: Baldwin Park residents
 - Montebello-Tiny Homes, priority: Montebello residents
- LAHSA Winter Shelter 2023-24
 - Countywide seasonal congregate shelter



Baldwin Park Esperanza Villa

Locations: Whittier (21 miles), Los Angeles (40 miles), Palmdale (80 miles) Lancaster (92 miles)





Cost of Homelessness

Motel Expenses By Year				
Year	Number of Nights Paid	Amount		
2020	5,904	\$516,052.98		
2021	797	\$66,859.10		
2022	1,238	\$95,064.77		
2023	386	\$32,530.66		
2020-2023 Total Motel Cost:		\$710,507.51		
Average Cost Per Night:		\$85.35		

Total Homeless Expenses By Year		
Year	Amount	
2019-20	\$29,755.00	
2020-21	\$681,775.00	
2021-22	\$355,537.25	
2022-23	\$500,653.00	
2023-24	\$282,152.00	
Total:	\$1,849,872.25	

Total Staff Expenses	
2019-2023	Amount
Human Services	\$341,043.00
	\$4,608,000.00
Subtotal:	\$4,949,043.00

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Outreach Successes

Success Stories

- Family reunification: Idaho, New York, Tennessee, Missouri, Florida, Central California, and locally
- Chronically homeless senior: Sleeping on street in commercial area, to shelter, to permanent housing
- Senior with health concerns resistant to leaving their community for a shelter. Accepted shelter and staff helped them return back to their own community to obtain senior housing
- Chronically homeless with health concerns: Years of relationship building at a public encampment led to a housing voucher and an apartment of their own
- Chronically homeless veteran with health concerns: From Azusa riverbed and Glendora streets into VA housing

- Balanced Engagement: Human Services, Glendora Police Department, L.A. CADA
 - Multiple avenues to request support
 - Multiple avenues to receive support
- Encampments: Proactive presence and frequent follow-up
 - Parks
 - Public Spaces
 - Business and residential communities

• Response to Encampments

- Inter-agency collaboration depending on location: LASD, CHP, CalTrans, LA County Public Works
- Advanced notice of encampment clean-up posted
- Multiple outreach attempts prior to clean-up, services offered
- Clean-up conducted and encampment cleared
- Outreach team follow-up to continue serving individuals who may relocate

- 29 Encampment Cleanups (May 2022 October 2023)
 - 14,659 pounds of trash and debris
 - 2,449 pounds of biohazard waste
 - 7 propane tanks, 1 fire extinguisher





Before



After



Before

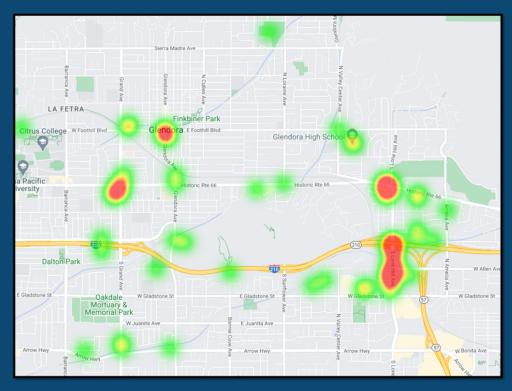


After

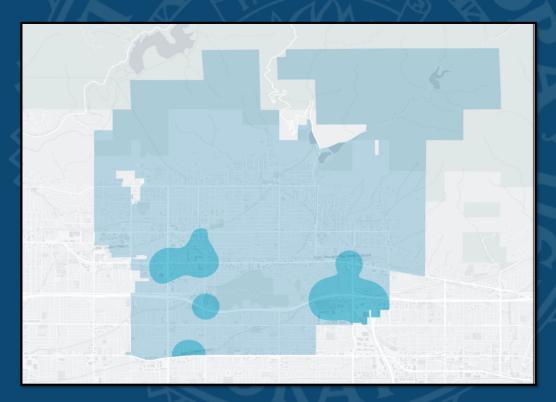


23

Tools Used to Focus Resources



Police Department Calls Related to Homelessness



2023 City Net Census Participant Concentration

Presence in the Community

- Increasing Public Awareness of Homelessness Program
 - City staff have used the City website, social media and print publications to increase awareness of available homeless services. The Glendora Report includes a seasonal update on the City's homeless service programs services where residents are provided multiple avenues to connect with services
 - CityOfGlendora.org/outreach homelessness@cityofglendora.org
 - Glendora Homeless Hotline (626) 852-5200
 Glendora Human Services (626) 914-8235
 L.A. CADA Outreach (626) 408-2298





Recommendations

That the City Council:

- 1) Receive an update on services provided and efforts undertaken to assist individuals experiencing homelessness in the City;
- 2) Accept grant award from United Way of Greater Los Angeles for expanding access to assistance programs for unhoused people; and
- 3) Authorize the increase in appropriations and supplemental review in the amount of \$150,000.



GLENDORA 2023 HOMELESS CENSUS REPORT

WITH 2021 HOMELESS CENSUS COMPARISON DATA

PRESENTED BY CITY NET



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SPECIAL THANKS

City Net thanks the City of Glendora, Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA), and the Glendora Police Department for their help conducting this census and for their tireless efforts to support and empower homeless neighbors in the city. Additionally, we thank the dozens of homeless individuals who voluntarily agreed to participate in the census. Our hope is that this data will prove to be useful in connecting these homeless neighbors to resources, including shelter and housing.

ABOUT THE CENSUS



PURPOSE

City Net was contracted by the City of Glendora in 2021 and 2023 to organize and implement homeless censuses to:

- 1. Identify a baseline number of individuals living without housing against which to measure all homelessness prevention and intervention efforts.
- 2. Determine the demographic, asset, and other special characteristics of individuals without housing to better inform resource allocation.

OVERVIEW

The first unsheltered census conducted by City Net took place in the early morning of November 16 and the late evening of November 18, 2021. The second census took place in the early morning of August 29 and late evening of August 31, 2023.

These City Net censuses were distinct but complementary projects from the HUD-mandated, county-wide Point-in-Time Count. The censuses allow for a city-specific focus with more time, staff resources, and local questions than is generally possible within the framework of the Point-in-Time Count.



METHODOLOGY

During the 2023 census, multiple teams were deployed with a Glendora Police Officer. Each Glendora Police Officer was paired with at least two City Net surveyors. During the morning census, one City representative and two L.A. CADA representatives were also deployed with census teams. Each surveyor's area was indicated on assigned maps and mapped ahead of time. Specific locations where homeless individuals were known to gather or sleep were highlighted so that these areas could be prioritized during the census. Each location was visited at least once per census day and at different times to account for the movement of homeless individuals.

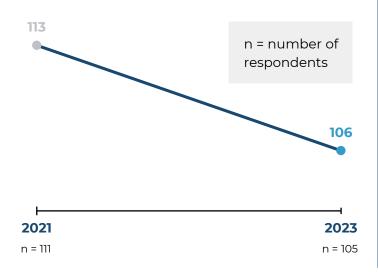
Teams were deployed from the Glendora Police Department twice during the census week. Homeless individuals who did not wish to answer the survey questions were simply counted. Responses from participants, including timestamps and geolocations, were captured electronically through a secure GIS survey application. Duplicates were removed after the completion of the census by comparing names and age ranges. Because Comparison Reports must correlate data over multiple years, new category names may arise to allow for direct comparisons.

LIMITATIONS

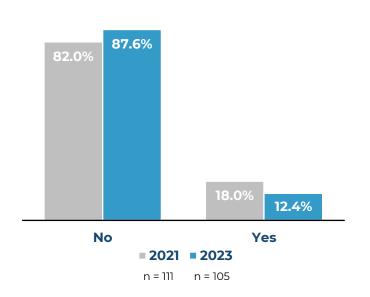
The terms "disability" and "addiction" were not defined in the survey, so the data in these categories do not necessarily represent diagnosable conditions, but only respondents' self-perceptions of the condition. Also, the only way to identify duplicates in the census was to compare the names and ages of those who chose to complete the survey. Because the census occurred over multiple days, unsheltered individuals who chose not to complete the survey may have been counted more than once, and artificial inflation of the count, therefore, cannot be ruled out. The margin of error for the Glendora 2023 Census dataset ranges between 0.00% and 3.51%. Some percentage totals in this report may appear to be above or below 100% due to rounding for clarity.

KEY RESULTS

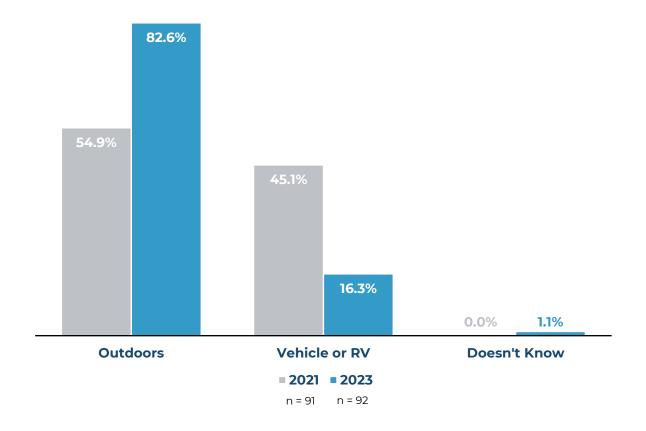
TOTAL UNSHELTERED COUNT



REFUSED SURVEY

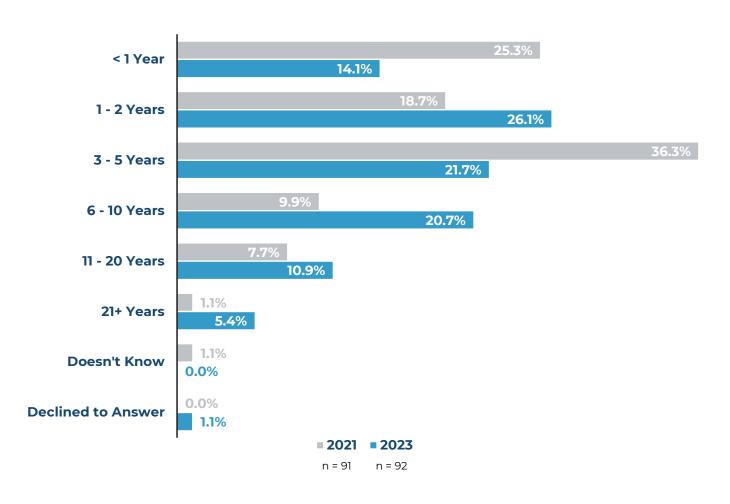


CURRENT SLEEPING SITUATION

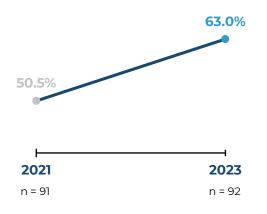


KEY RESULTS

DURATION OF HOMELESSNESS



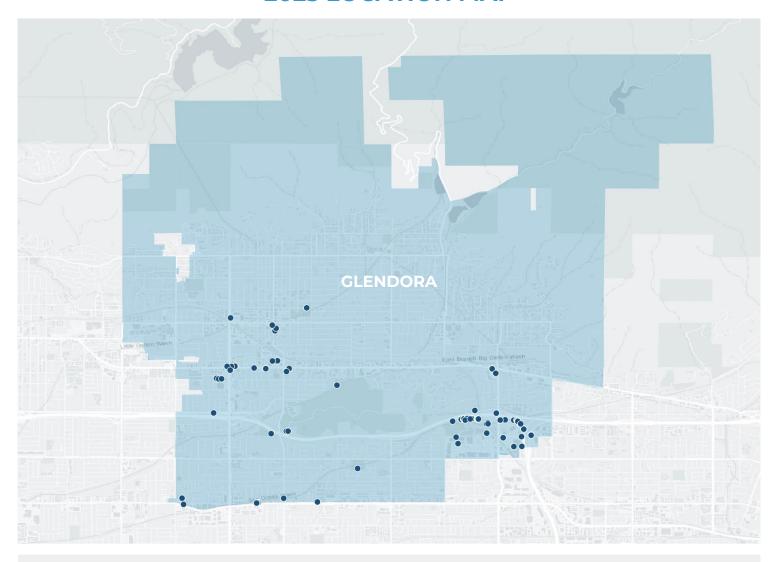
CHRONIC HOMELESSNESS



In 2023, 63.0% of respondents were experiencing chronic homelessness, or were homeless for a year or more and had at least one of the following: a permanent disability, a mental health concern, or a substance use disorder.

GEOGRAPHY

2023 LOCATION MAP



LEGEND

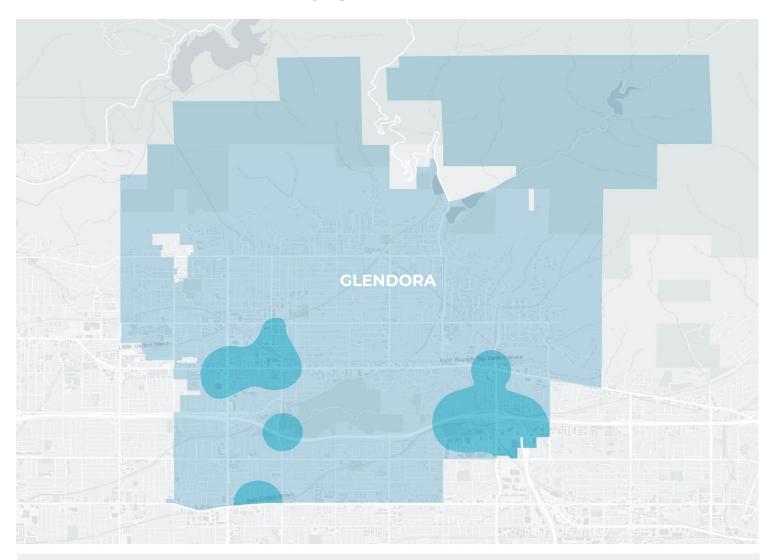
- Homeless Individuals
- Glendora

DESCRIPTION

The dots on this map represent the locations of the 105 homeless individuals that were identified during the 2023 census. Dots may overlap and represent more than one individual in high density areas.

GEOGRAPHY

2023 HEAT MAP



LEGEND



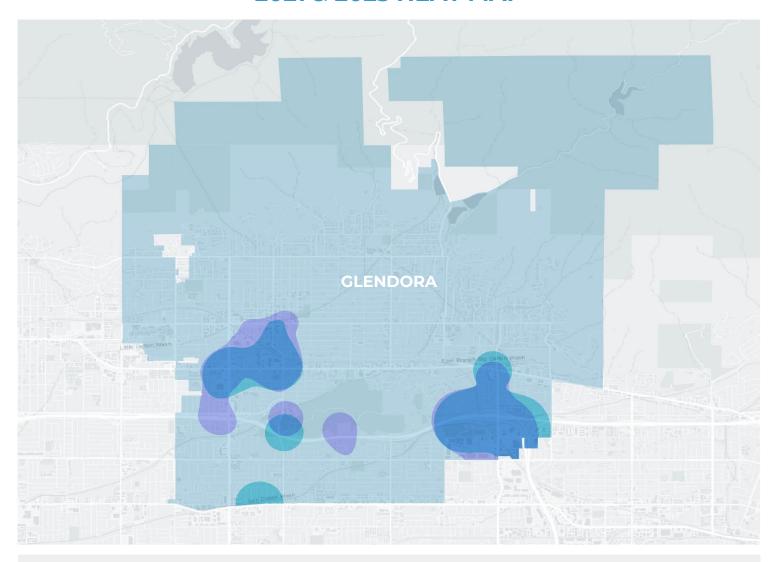
Homeless Density

DESCRIPTION

This heat map shows the relative density of homeless individuals in Glendora. The greatest densities of homeless individuals were engaged near retail locations along W. Historic Rte. 66 between S. Grand Ave. and Glendora Ave., the encampments between the 210 Freeway and the Louie Pompei Memorial Sports Park, and East of S. Lone Hill Ave. near the 210 Freeway.

GEOGRAPHY

2021 & 2023 HEAT MAP



LEGEND



Glendora

Homeless Density



2023



2021 & 2023

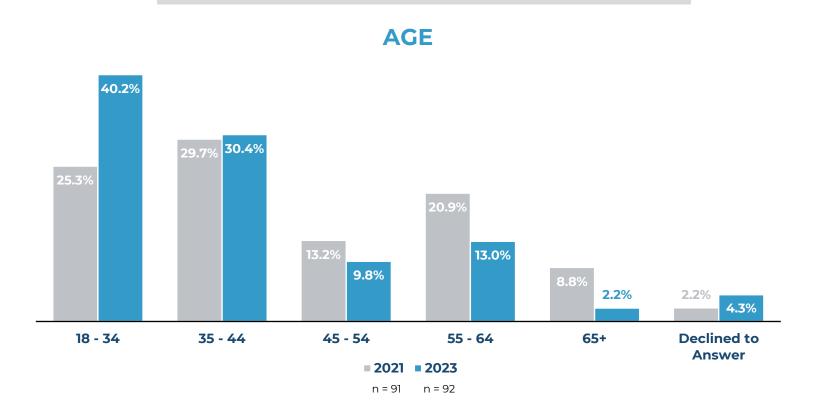


2021

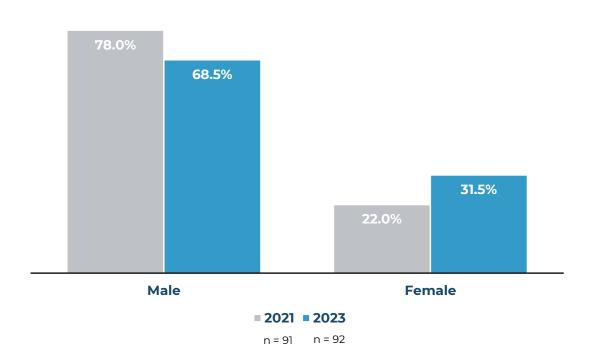
DESCRIPTION

This heat map shows the change in relative density of homeless individuals in Glendora from 2021 to 2023. The greatest overlap between the years were engaged near the retail locations along W. Historic Rte. 66 between S. Grand Ave. and Glendora Ave., the encampments between the 210 Freeway and the Louie Pompei Memorial Sports Park, and East of S. Lone Hill Ave. near the 210 Freeway.

DEMOGRAPHICS

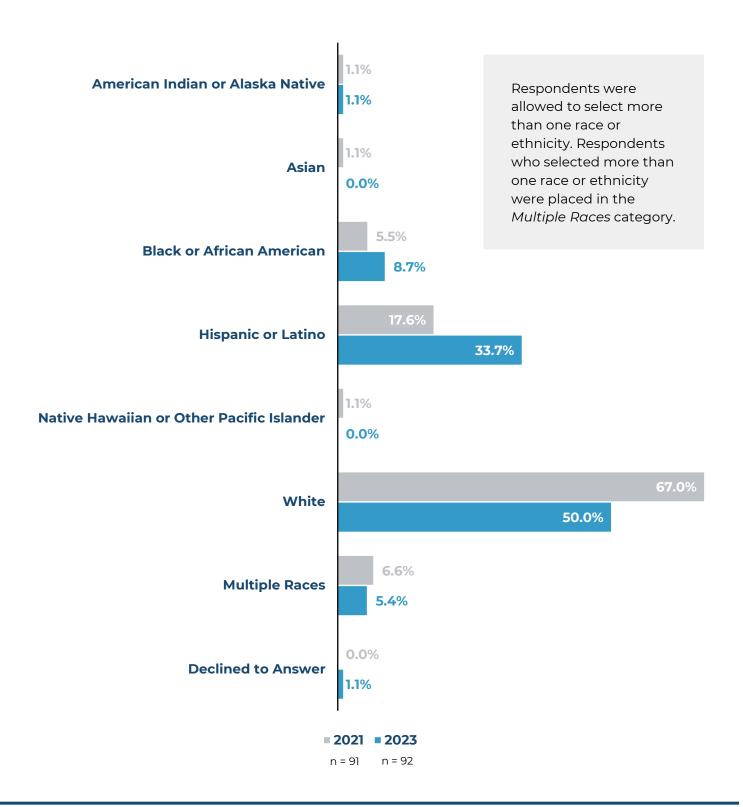


GENDER



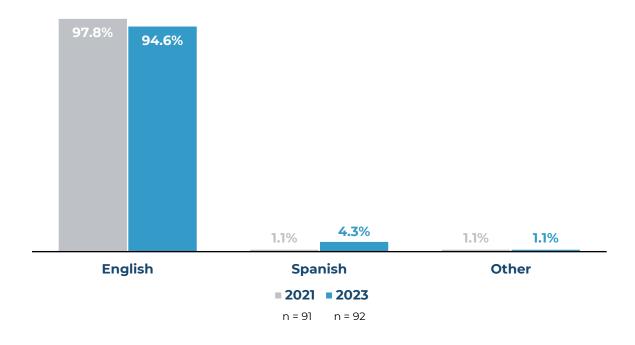
DEMOGRAPHICS

RACE & ETHNICITY

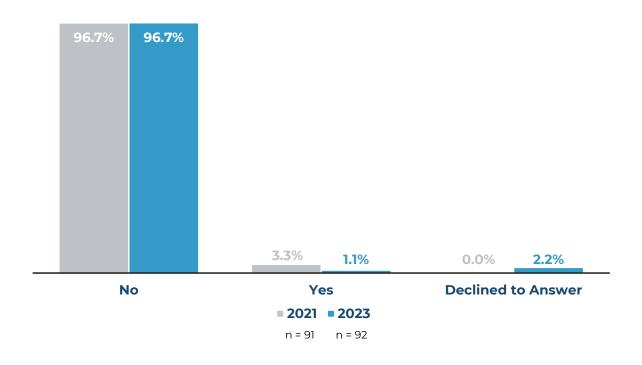


DEMOGRAPHICS

PRIMARY LANGUAGE

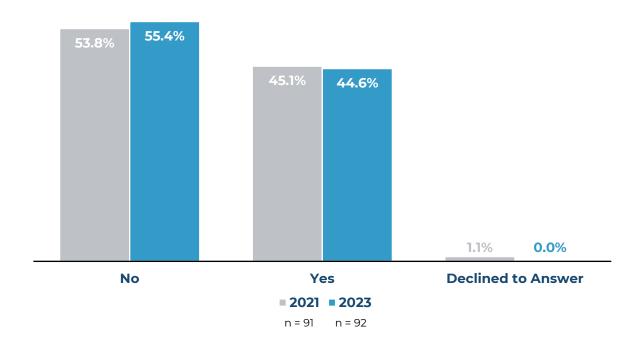


U.S. MILITARY VETERAN

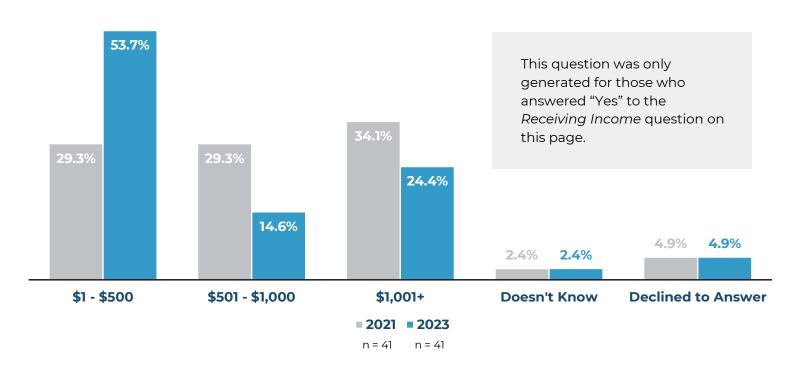


INCOME

RECEIVING INCOME

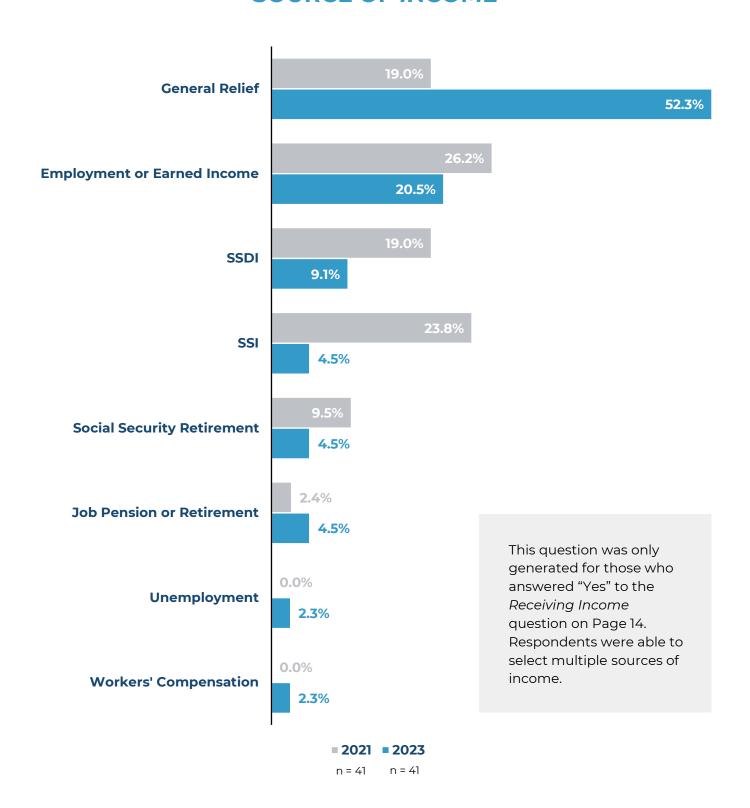


GROSS MONTHLY INCOME BEFORE TAXES



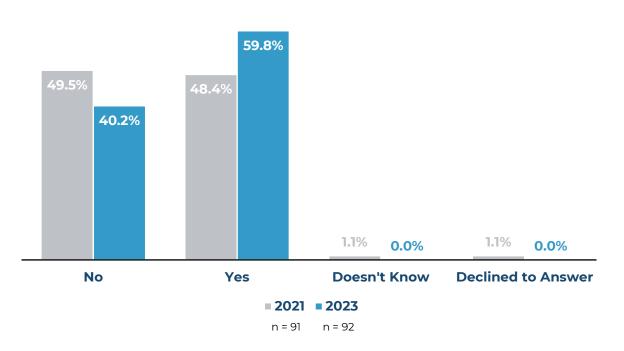
INCOME

SOURCE OF INCOME

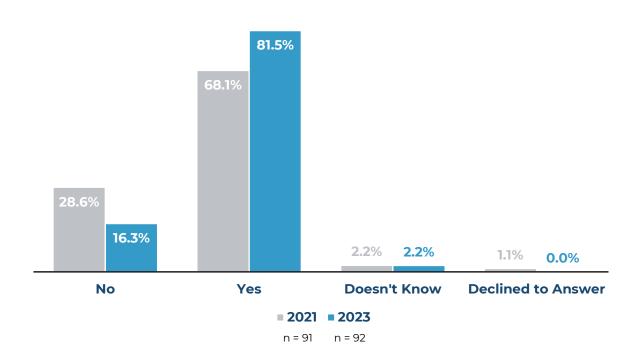


BENEFITS

CALFRESH

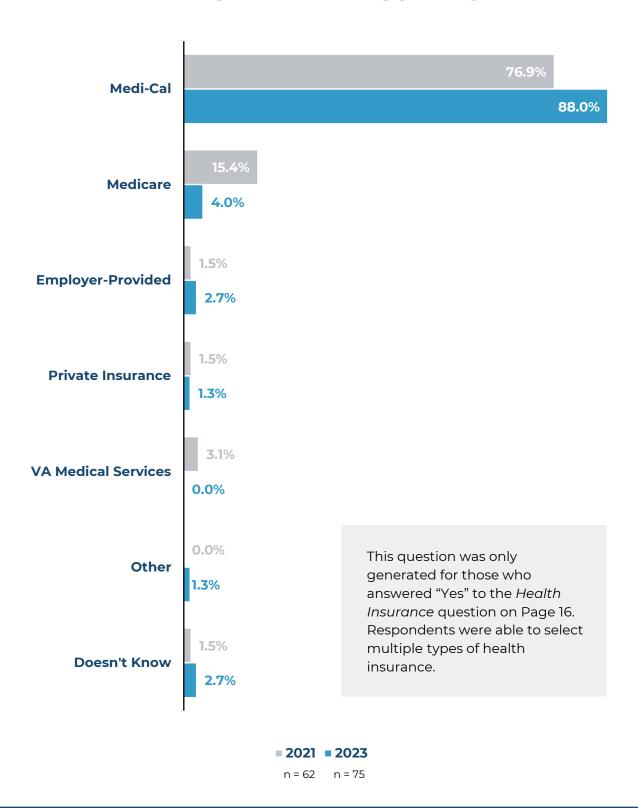


HEALTH INSURANCE



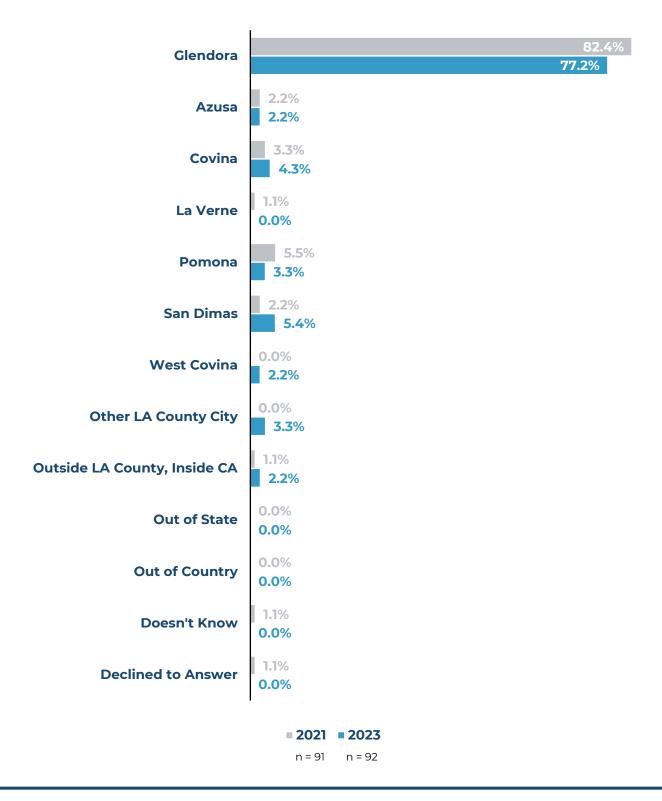
BENEFITS

TYPE OF HEALTH INSURANCE



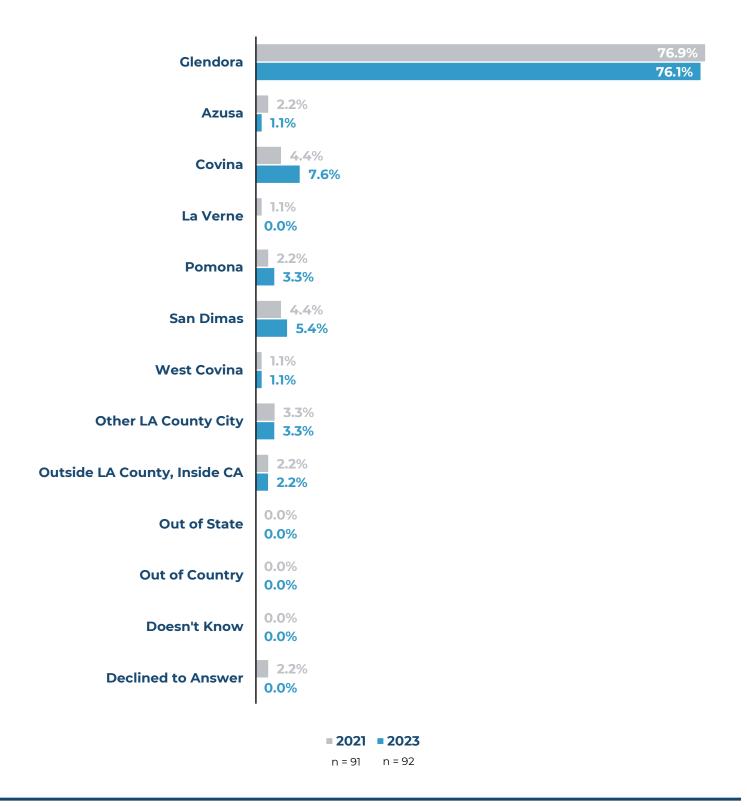
COMMUNITY TIES

CITY WHERE RESPONDENT USUALLY SLEEPS



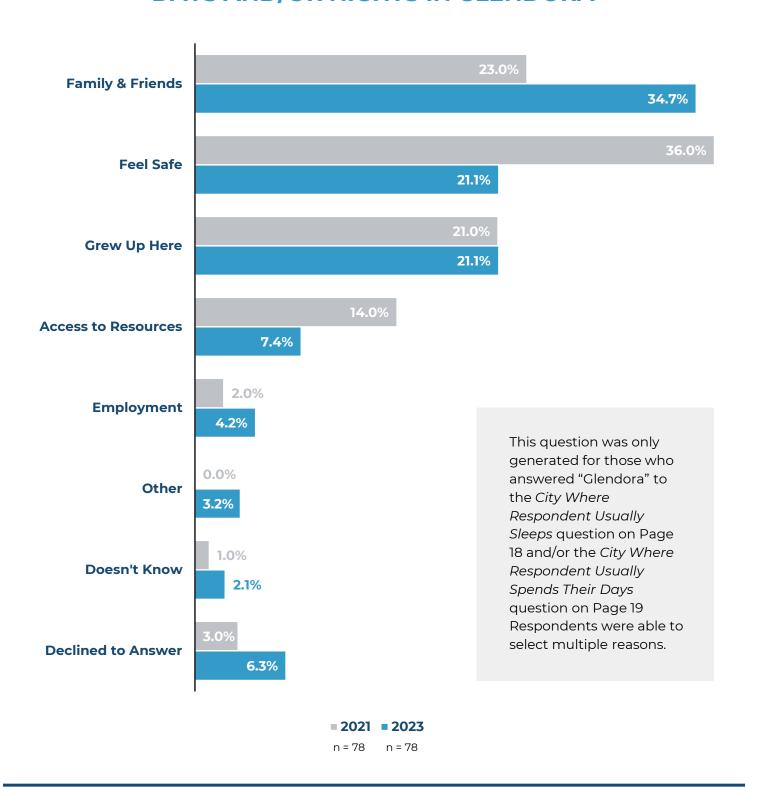
COMMUNITY TIES

CITY WHERE RESPONDENT USUALLY SPENDS THEIR DAYS



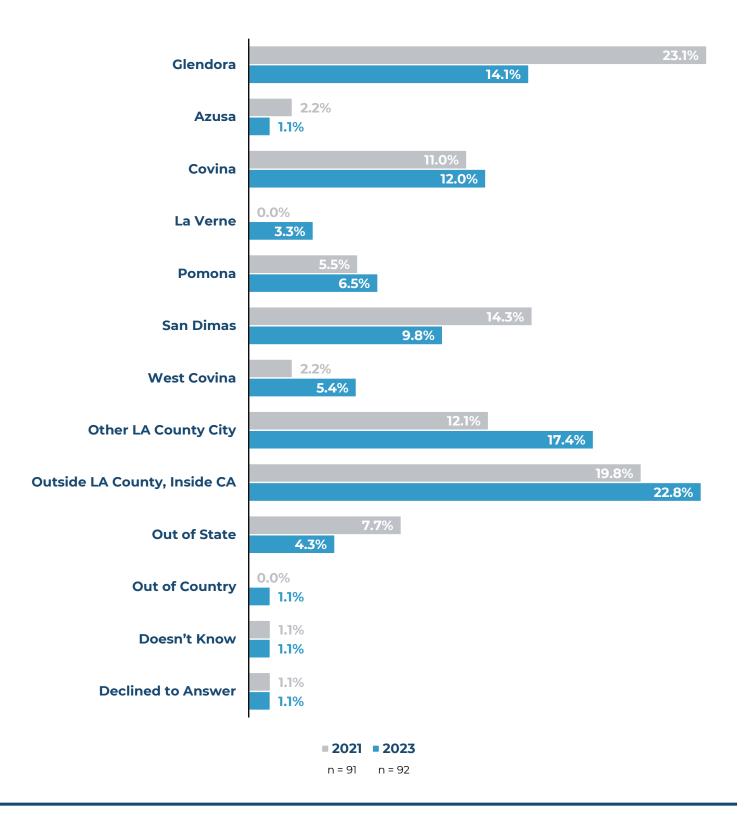
COMMUNITY TIES

WHY RESPONDENT USUALLY SPENDS THEIR DAYS AND/OR NIGHTS IN GLENDORA



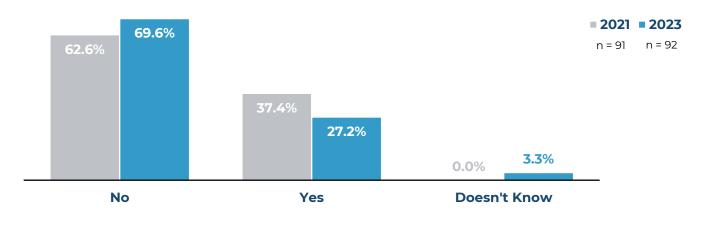
COMMUNITY TIES

LAST PERMANENT RESIDENCE

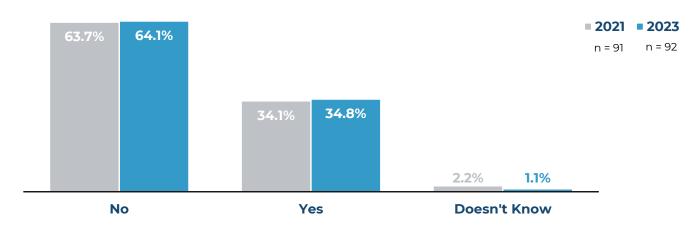


DISABILITIES

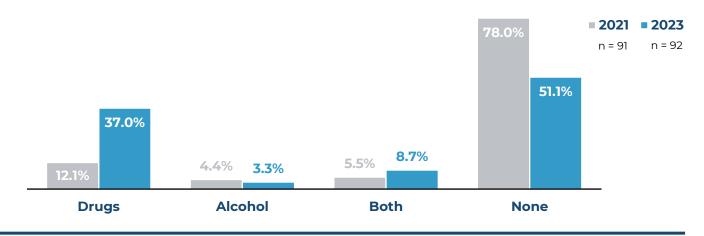
PERMANENT DISABILITY OR HEALTH CONDITION



MENTAL HEALTH CONCERNS

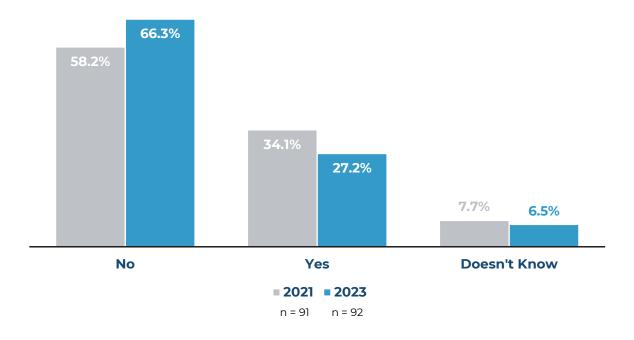


DRUG OR ALCOHOL ADDICTION

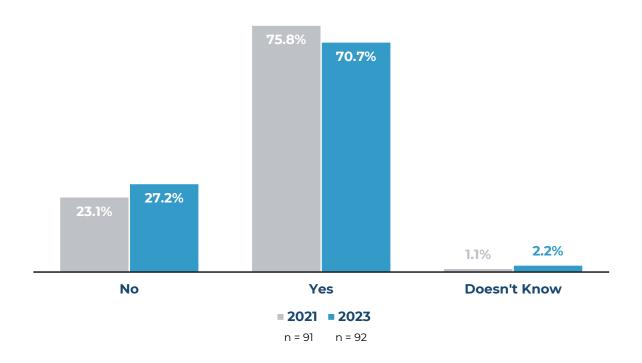


SERVICES

INTEREST IN SHELTER

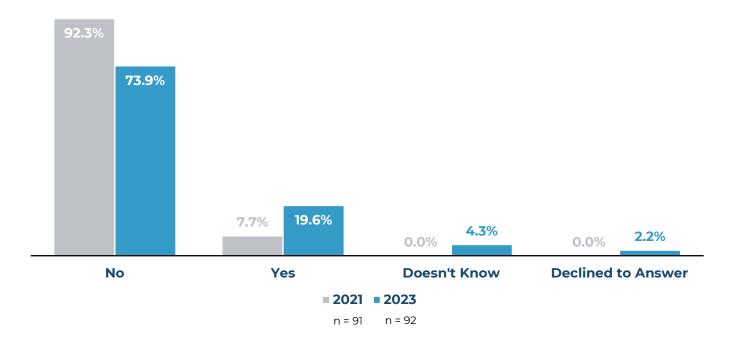


INTEREST IN CASE MANAGEMENT

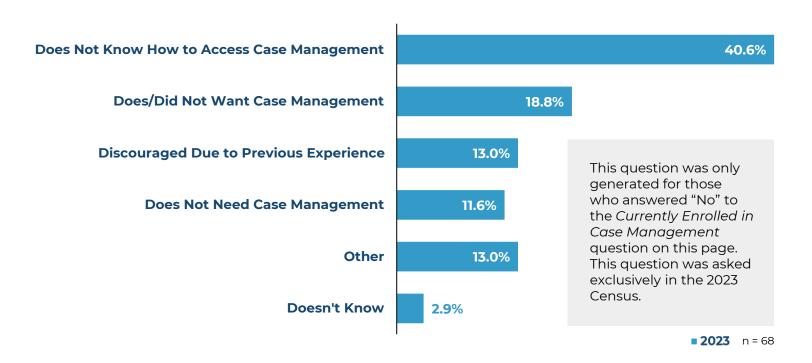


SERVICES

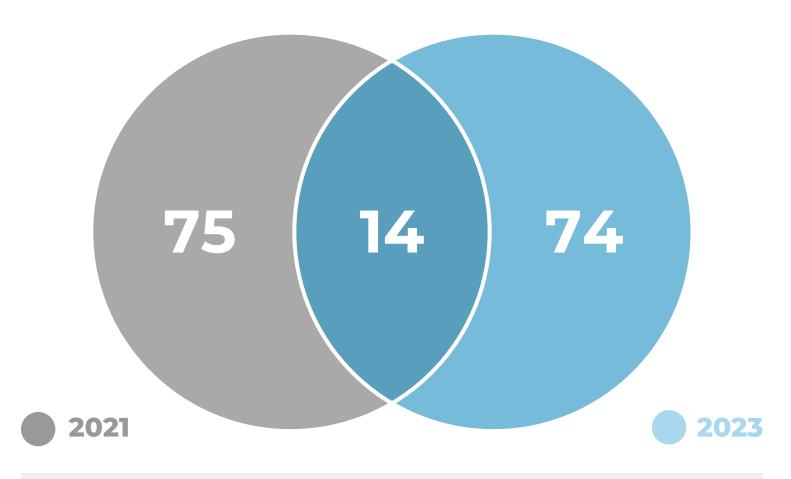
CURRENTLY ENROLLED IN CASE MANAGEMENT



REASON NOT CURRENTLY ENROLLED IN CASE MANAGEMENT



PARTICIPATION IN MULTIPLE CENSUSES

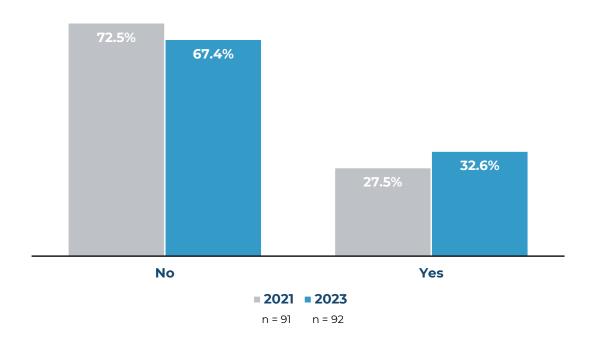


2021 ONLY 2021 & 2023 2023 ONLY 75 14 74

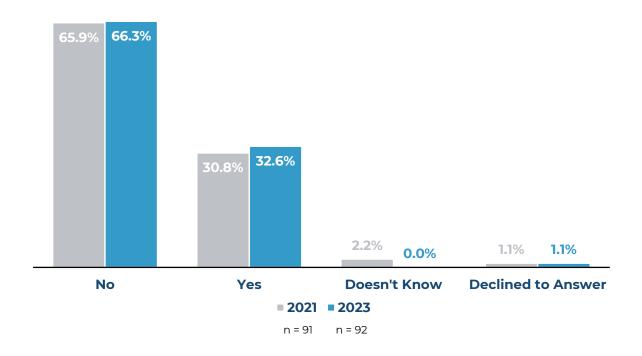
This diagram is based only on comparable data, or those individuals who provided enough name and date of birth information to determine whether or not there were multiple encounters.

OTHER

PET OWNERSHIP

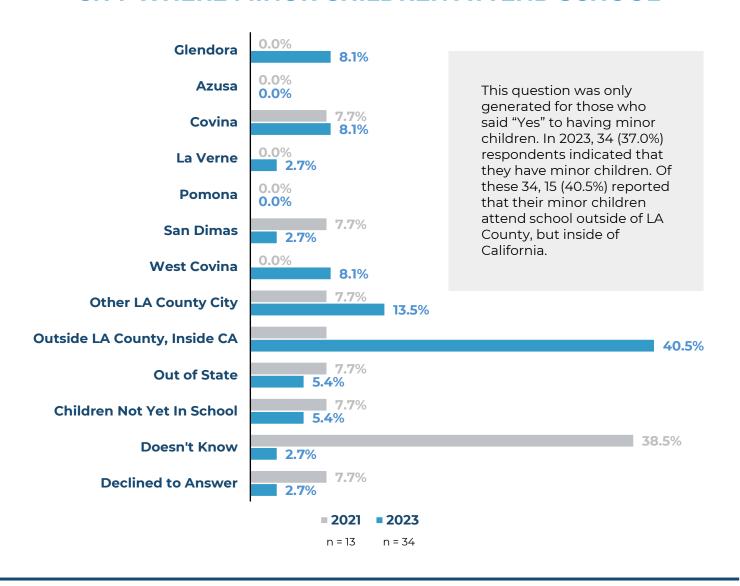


VICTIM OF DOMESTIC VIOLENCE



OTHER

CITY WHERE MINOR CHILDREN ATTEND SCHOOL



UNSHELTERED WITH CHILDREN



In 2021, two accompanied minor children were reported to be staying with homeless neighbors contacted during the census. In 2023, only one accompanied minor child was reported.

ANALYSIS & REFLECTIONS

Overall Decrease in Homelessness. Glendora's unsheltered homeless count has decreased from 113 in 2021, to 106 in 2023, a total decrease of 6%*. This suggests that Glendora's intervention efforts have yielded an overall decrease in unsheltered homelessness in a time when most communities are experiencing increases.

Increase in Chronicity. 63% of homeless individuals surveyed in the 2023 census are chronically homeless, in addition to a staggering 53% increase in drug or alcohol addiction between 2021 and 2023. It is crucial to explore implementing new, and adapting existing, services to address the unique realities and challenges of those experiencing homelessness in the city today. Unfortunately, the data suggests that they are facing greater obstacles to housing than those identified in previous censuses.

Younger Population. In 2023, 40% of respondents were within the age range of 18-34, compared to just 25% in 2021, an increase of 60%. With this shift toward a younger homeless population, we recommend that the city considers allocating resources towards youth-oriented programs. These programs can play a pivotal role in identifying and providing early intervention for young individuals who may be vulnerable to homelessness as they transition into adulthood.

Decrease in Receptivity to Shelter and Resources. In 2023, 71% of respondents were interested in case management, a 7% decrease since 2021. Additionally, 27% of respondents in 2023 were interested in going to a shelter, a decrease from 34% in 2021. And as 41% reported that the reason they were not currently enrolled in Case Management services in 2023 was because they did not know how to access Case Management services, there may be an opportunity to improve access to existing services.

Strong Local Community Ties. Most people experiencing homelessness in Glendora have strong community connections to the city. The data suggests that most homeless neighbors spend their days and nights in the city, and maintain strong connections to the city through family relationships, previous residences, and other current services. Given this reality, we recommend that the city continue to strengthen linkages with neighboring cities in a regional approach to ending homelessness.

Migratory Population. An inherent reality of homelessness is its hidden and transitory nature—both as people move in and out of the city and in and out of housing. This can be seen in the diagram on Page 25. Of those who provided sufficient name and date of birth information to belong to a comparable dataset, less than a sixth of the respondents appeared in both censuses, which occurred 24 months apart. Intervention efforts to connect homeless neighbors to shelter and housing are critical, and have been effective in Glendora, but other community members continue to fall into homelessness.

*Percentages were rounded to the nearest whole number on this page only. Please see Appendix I for more details on responses.

APPENDIX I

2023 UNSHELTERED DATA TABLES

Respondent numbers (n) were provided for questions where respondents were allowed to select multiple answers.

Refused Survey*	Count	Percent
No	92	87.6%
Yes	13	12.4%
Total	105	

*Question title updated to "Refused Survey" in line with our current reporting methodology.

Current Sleeping Situation	Count	Percent
Outdoors*	76	82.6%
Vehicle or RV	15	16.3%
Doesn't Know	1	1.1%
Total	92	

*Responses that were previously called "Streets" in 2021 were recategorized as "Outdoors" in 2023 in line with our current reporting methodology.

Duration of Homelessness	Count	Percent
<1 Year	13	14.1%
1 - 2 Years	24	26.1%
3 - 5 Years	20	21.7%
6 - 10 Years	19	20.7%
11 - 20 Years	10	10.9%
21+ Years	5	5.4%
Doesn't Know	0	0.0%
Declined to Answer	1	1.1%
Total	92	

Chronic Homeles	ssness	Count	Percent
2021	n = 91	46	50.5%
2023	n = 92	58	63.0%
	Total	104	

<i>Ag</i> e	Count	Percent
18 - 34	37	40.2%
35 - 44	28	30.4%
45 - 54	9	9.8%
55 - 64	12	13.0%
65+	2	2.2%
Declined to Answer	4	4.3%
Total	92	

Gender	Count	Percent
Male	63	68.5%
Female	29	31.5%
Total	92	

Race & Ethnicity	Count	Percent
American Indian or Alaska Native	1	1.1%
Asian	0	0.0%
Black or African American	8	8.7%
Hispanic or Latino	31	33.7%
Native Hawaiian or Other Pacific Islander*	0	0.0%
White	46	50.0%
Multiple Races	5	5.4%
Declined to Answer	1	1.1%
Total	92	

*One response from 2021 was recategorized as "Native Hawaiian or Other Pacific Islander" in line with our current reporting methodology.

Primary Language	Count	Percent
English	87	94.6%
Spanish	4	4.3%
Other*	1	1.1%
Total	92	

^{*}One response from 2021 was recategorized as "Other" in line with our current reporting methodology.

U.S. Military Veteran	Count	Percent
No	89	96.7%
Yes	1	1.1%
Declined to Answer	2	2.2%
Total	92	

Receiving Income	Count	Percent
No	51	55.4%
Yes	41	44.6%
Declined to Answer	0	0.0%
Total	92	

Gross Monthly Income Before Taxes	Count	Percent
\$1 - \$500	22	53.7%
\$501 - \$1,000	6	14.6%
\$1,001+	10	24.4%
Doesn't Know	1	2.4%
Declined to Answer	2	4.9%
Total	41	

Source of Income	Count	Percent
General Relief	23	52.3%
Employment or Earned Income	9	20.5%
SSDI	4	9.1%
SSI	2	4.5%
Social Security Retirement	2	4.5%
Job Pension or Retirement	2	4.5%
Unemployment	1	2.3%
Workers' Compensation	1	2.3%
n = 41 Total	44	

CalFresh	Count	Percent
No	37	40.2%
Yes	55	59.8%
Doesn't Know	0	0.0%
Declined to Answer	0	0.0%
Total	92	

Health Insurance	Count	Percent
No	15	16.3%
Yes	75	81.5%
Doesn't Know	2	2.2%
Declined to Answer	0	0.0%
Total	92	

Type of Health Insurance	Count	Percent
Medi-Cal*	66	88.0%
Medicare*	3	4.0%
Employer-Provided	2	2.7%
Private Insurance	1	1.3%
VA Medical Services	0	0.0%
Other	1	1.3%
Doesn't Know	2	2.7%
n = 75 Total	75	

*In 2021, 3 respondents chose both 'Medi-Cal & Medicare' as a response, which were separated into their distinct categories in 2023, in line with our current reporting methodology.

City Where Respondent Usually Sleeps	Count	Percent
Glendora	71	77.2%
Azusa	2	2.2%
Covina	4	4.3%
La Verne	0	0.0%
Pomona	3	3.3%
San Dimas	5	5.4%
West Covina	2	2.2%
Other LA County City*	3	3.3%
Outside LA County, Inside CA*	2	2.2%
Out of State	0	0.0%
Out of Country	0	0.0%
Doesn't Know	0	0.0%
Declined to Answer	0	0.0%
Total	92	

*In 2023, the 2021 category name "Other LA City" was changed to "Other LA County City" to better indicate the County level. Similarly, the 2021 category name "Outside LA, Inside CA" was changed to "Outside LA County, Inside CA."

City Where Respondent Usually Spends Their Days	Count	Percent
Glendora	70	76.1%
Azusa	1	1.1%
Covina	7	7.6%
La Verne	0	0.0%
Pomona	3	3.3%
San Dimas	5	5.4%
West Covina	1	1.1%
Other LA County City*	3	3.3%
Outside LA County, Inside CA*	2	2.2%
Out of State	0	0.0%
Out of Country	0	0.0%
Doesn't Know	0	0.0%
Declined to Answer	0	0.0%
Total	92	

*In 2023, the 2021 category name "Other LA City" was changed to "Other LA County City" to better indicate the County level. Similarly, the 2021 category name "Outside LA, Inside CA" was changed to "Outside LA County, Inside CA."

Why Respondent Usually Spends Their Days and/or Nights in Glendora	Count	Percent
Family & Friends	33	34.7%
Feel Safe	20	21.1%
Grew Up Here	20	21.1%
Access to Resources	7	7.4%
Employment	4	4.2%
Other	3	3.2%
Doesn't Know	2	2.1%
Declined to Answer	6	6.3%
n = 78 Total	95	

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Last Permanent Residence	Count	Percent
Glendora	13	14.1%
Azusa	1	1.1%
Covina	11	12.0%
La Verne	3	3.3%
Pomona	6	6.5%
San Dimas	9	9.8%
West Covina	5	5.4%
Other LA County City*	16	17.4%
Outside LA County, Inside CA*	21	22.8%
Out of State	4	4.3%
Out of Country	1	1.1%
Doesn't Know	1	1.1%
Declined to Answer	1	1.1%
Total	92	

*In 2023, the 2021 category name "Other LA City" was changed to "Other LA County City" to better indicate the County level. Similarly, the 2021 category name "Outside LA, Inside CA" was changed to "Outside LA County, Inside CA."

Permanent Disability or Health Condition	Count	Percent
No	64	69.6%
Yes	25	27.2%
Doesn't Know	3	3.3%
Total	92	

Mental Health Concerns	Count	Percent
No	59	64.1%
Yes	32	34.8%
Doesn't Know	1	1.1%
Total	92	

Drug or Alcohol Addiction	Count	Percent
Drugs	34	37.0%
Alcohol	3	3.3%
Both	8	8.7%
None	47	51.1%
Total	92	

Interest in Shelter	Count	Percent
No	61	66.3%
Yes	25	27.2%
Doesn't Know	6	6.5%
Total	92	

Interest in Case Management	Count	Percent
No	25	27.2%
Yes*	65	70.7%
Doesn't Know	2	2.2%
Total	92	

*In 2021, 7 respondents chose 'Currently Enrolled' as a response to this question, which was made into its own question in the 2023 Census. These responses were recategorized as 'Yes' in line with our current reporting standards.

Currently Enrolled in Case Management	Count	Percent
No	68	73.9%
Yes	18	19.6%
Doesn't Know	4	4.3%
Declined to Answer	2	2.2%
Total	92	

*In 2021, 7 respondents chose 'Currently Enrolled' as a response to the 'Interest in Case Management' question, which were recategorized as 'Yes' for this new question in 2023. 'No' and 'Doesn't Know' responses were also adapted to this question in line with our current reporting standards.

Reason Not Currently Enrolled in Case Management	Count	Percent
Does Not Know How to Access Case Management	28	40.6%
Does/Did Not Want Case Management	13	18.8%
Discouraged Due to Previous Experience	9	13.0%
Does Not Need Case Management	8	11.6%
Other	9	13.0%
Doesn't Know	2	2.9%
n = 68 Total	69	

Pet Ownership	Count	Percent
No	62	67.4%
Yes	30	32.6%
Total	92	

Victim of Domestic Violence	Count	Percent
No	61	66.3%
Yes	30	32.6%
Doesn't Know	0	0.0%
Declined to Answer	1	1.1%
Total	92	

City Where Minor Children Attend School	Count	Percent
Glendora	3	8.1%
Azusa	0	0.0%
Covina	3	8.1%
La Verne	1	2.7%
Pomona	0	0.0%
San Dimas	1	2.7%
West Covina	3	8.1%
Other LA County City*	5	13.5%
Outside LA County, Inside CA*	15	40.5%
Out of State	2	5.4%
Children Not Yet In School	2	5.4%
Doesn't Know	1	2.7%
Declined to Answer	1	2.7%
n = 34 Total	37	

*In 2023, the 2021 category name "Other LA City" was changed to "Other LA County City" to better indicate the County level. Similarly, the 2021 category name "Outside LA, Inside CA" was changed to "Outside LA County, Inside CA."

Minor Children	Count	Percent
No	57	62.0%
Yes	34	37.0%
Doesn't Know	1	1.1%
Total	92	

Unsheltered with Children	Count	Percent
No	33	97.1%
Yes	1	2.9%
Total	34	

APPENDIX II

GLENDORA 2023 QUESTIONNAIRE

City Net Staff Initials (First, Middle, Last):
la. First Name (If applicable, type "Refused" or "Doesn't know"):
1b. Last Name (If applicable, type "Refused" or "Doesn't know"):
2. Refused Survey? (If refused, survey ends)
□ No □ Yes
3. Are you currently homeless?
□ Yes □ No
4. What is your current primary sleeping situation?
□ Vehicle/RV □ Outdoors (e.g. in a tent) □ Abandoned Building □ Shelter □ Which Shelter?
(If applicable, type "Refused" or "Doesn't know") : □ Motel paid for by 3rd party (e.g.
homeless service agency) $\ \square$ Other (If the person's situation does not fall into one of these categories,
they may not be homeless, clarify status - write explanation and data-team will clean on backend) : □ Doesn't Know □ Declined to answer
5. What gender do you identify with? □ Male □ Female □ Transgender □ Other/Non-Conforming: □ Doesn't know
Declined to answer
6. What is your date of birth? (Ex. 01/01/1970; If applicable, type "Refused" or "Doesn't know"):
7. What race or ethnicity do you identify with? (Select all that apply)
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Hispanic/Latino
☐ Pacific Islander ☐ White ☐ Doesn't know ☐ Declined to answer ☐ Other:
8. What language do you feel the most comfortable speaking?
☐ English ☐ Spanish ☐ Vietnamese ☐ Doesn't know ☐ Declined to answer ☐ Other:
9. Have you ever served in any branch of the U.S. Military?
□ No □ Yes □ Doesn't know □ Declined to answer
10. Are you currently receiving any income?
□ No □ Yes □ Doesn't know □ Declined to answer
a. If "Yes" to 10: What are your sources of income? (Select all that apply)
☐ Employment/earned income ☐ Unemployment ☐ Supplemental Security Income (SSI)
☐ Social Security Disability Income (SSDI) ☐ VA Compensation ☐ VA Pension ☐ Workers'
Compensation □ General Relief □ Social Security Retirement □ Job pension/retirement □ Child
support □ Alimony or spousal support □ Doesn't know □ Declined to answer □ Other:
b. If "Yes" to 10: What is your total gross monthly income? (before taxes)
□ \$1-\$500 □ \$501-\$1000 □ \$1001+ □ Doesn't know □ Declined to answer
11. Are you currently receiving CalFresh (food stamps)?
□ No □ Yes □ Doesn't know □ Declined to answer
12. Do you have health insurance?
□ No □ Yes □ Doesn't know □ Declined to answer
a. If "Yes" to 12: Where do you get your health insurance? (Select all that apply)
☐ Medi-Cal (Medicaid/LA Care) ☐ Medicare ☐ VA Medical Services ☐ Employer-Provided Health
Insurance 🗆 Private Pay Health Insurance 🗅 Indian Health Services Program 🗅 Doesn't know
□ Declined to answer □ Other:

25. Are you currently enrolled in Case Management services?
□ No □ Yes □ Doesn't know □ Declined to answer
a. If "No" to 25: Why are you not currently enrolled in Case Management Services?
b. If "Yes" to 25: Which agency are you receiving Case Management Services from?
26. Do we have your consent to share the information we've collected in this survey with homeless providers
n the city?
□ No □ Yes □ Doesn't know □ Declined to answer
Notes:











INFORMATION OR QUESTIONS

Email: info@citynet.org PO BOX: 4508 Atlantic Ave., Suite 292 Long Beach, CA 90807



TO: MAYOR AND COUNCIL MEMBERS DATE: APRIL 12, 2022

FROM: CITY MANAGER'S OFFICE DISTRICT(S): CITYWIDE

SUBJECT: COMPREHENSIVE UPDATE ON THE SERVICES PROVIDED TO INDIVIDUALS

EXPERIENCING HOMELESSNESS, AND AWARD OF CONTRACTS TO L.A. CADA AND UNION STATION HOMELESS SERVICES (STRATEGIC PLAN 55-

ISHS AND 57-ISHS)

RECOMMENDATION

That the Glendora City Council:

- 1. Receive a comprehensive update on the services provided and efforts undertaken to assist individuals experiencing homelessness in the City;
- 2. Receive an update on the Sub-Regional Homeless Housing Program (Strategic Plan Item 55-ISHS) and provide direction on future housing opportunities;
- 3. Award a Professional Services Agreement to the Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) in the amount of \$250,000 a year for a two-year term for homeless services and temporary housing, for a not to exceed amount of \$500,000;
- Authorize the City Manager, or his designee, to execute the two-year Professional Services Agreement with L.A. CADA, with one one-year extension, including making minor non-substantive changes;
- 5. Authorize the Administrative Services Director to appropriate a total of \$500,000 for the Professional Services Agreement with L.A. CADA from the approved American Rescue Plan Act Expenditure Plan allocation to homeless services for the two-year term;
- 6. Award a Professional Services Agreement to Union Station Homeless Outreach Services (Union Station) in the amount of \$100,000 for a one-year contract for case management services;
- 7. Authorize the City Manager, or his designee, to execute a one-year Professional Services Agreement with Union Station, including making minor non-substantive changes; and
- 8. Authorize the Administrative Services Director to appropriate \$100,000 for the Professional Services Agreement with Union Station from the approved American Rescue Plan Act Expenditure Plan allocation to homeless services.

EXECUTIVE SUMMARY

City staff has worked diligently to implement a variety of initiatives to address the challenge of homelessness locally. Working in partnership with public agency and non-profit partners, this report provides the City Council with an update on the efforts undertaken to assist individuals experiencing homelessness through the COVID-19 pandemic, the programs and services delivered through receipt of several grants, efforts to address quality of life concerns, the recently completed Point-in-Time Count, and a separate homeless census completed by the City. City staff is also recommending entering into contract with two non-profit providers to continue the provision programs and services and address a critical interim housing need for the City.

As part of the City's Strategic Plan, the City has been pursuing a Sub-Regional Homeless Housing Plan with the Cities of San Dimas, La Verne and Claremont, the County of Los Angles, and LAHSA. Since progress on the sub-regional homeless housing plan has stalled, City Council direction is needed to determine whether to pursue an alternative approach to develop an interim housing opportunity in the City.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On December 12, 2017, the City Council approved acceptance of grant funds from the County of Los Angeles for a City Planning Grant to develop a City plan to prevent and reduce homelessness (Homeless Plan). The Homeless Plan was presented and adopted by the City Council in June 2018.

On September 17, 2019, the City held a homelessness workshop that covered topics including the current legal environment, homeless encampments, housing, homeless resources, and community/staff involvement. The workshop identified several items that staff would report back on, including shopping carts, bulky items, environment design strategies, high fire hazard severity zones, and housing.

On April 14, 2020, the City Council authorized the appropriation of \$150,000 in one-time funds to allow staff to execute agreements with local hotels, motels and similar business to house and provide services to homeless individuals for the duration of the local emergency declared for COVID-19.

On May 26, 2020, the City Council discussed housing options for homeless individuals and directed a subcommittee of two councilmembers and City staff to return with recommendations by June 9, 2020.

On June 9, 2020, the City Council discussed the future development of housing for Glendora's homeless, authorized budget adjustment of \$150,000 for additional homeless housing in the City's hotels/motels, and authorized a sub-committee of City Council members and City staff to work with local agencies to seek sub-regional housing options with local agencies, the County of Los Angeles, and LAHSA.

On September 8, 2020, the City Council authorized budget adjustment of \$150,000 for additional homeless housing in the City's hotels/motels, including amending agreement with local hotels and motels to provide these services.

On March 9, 2021, the City Council received an update on the City's homelessness efforts and authorized the City Manager to extend agreements with local hotels, motels and similar

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businesses to house and provide services to individuals experiencing homelessness during and after the declared COVID-19 emergency. The City Council also discussed and provided direction on the identification of a location for an interim housing opportunity as part of a sub-regional housing effort considered alongside the Cities of San Dimas, La Verne, and Claremont.

DISCUSSION

Assistance During the COVID-19 Pandemic

To help stop the spread of COVID-19 amongst individuals experiencing homelessness (an at-risk group), the City temporarily housed individuals in local motels and hotels. The City negotiated room rental rates of up to \$85 per night. The decision to move in this direction was based on recommendations from the Centers for Disease Control and Prevention, existing case law, the availability of homeless housing and shelter space, and relationships with the City's community partners that provide services to the homeless community.

Between April 2020 and March 2022, the City directly provided temporary housing to 68 individuals, which comprised 6,624 total room nights. City and Union Station staff worked collaboratively to help place other unhoused individuals into motels operated under the Project RoomKey Program administered by LAHSA and the State, in addition to placements at facilities with substance abuse or mental health treatment, permanent supportive housing, or family reunifications. An additional 42 individuals were placed within Project RoomKey and five were moved into permanent supportive housing.

San Gabriel Valley Council of Governments Grant (SGVCOG) and Measure H Grants

The SGVCOG entered a contract with the County of Los Angeles to administer a Measure H funding allocation to support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley. The funding is from the State of California via the 2019 Budget Trailer bill.

A portion of the funding was allocated to assist member agencies with the implementation of homeless plans, the development of programs to prevent homelessness, the implementation of pilot programs, and the implementation of a landlord education and incentive program. As part of this funding set aside, the City received \$240,000 that could be used for motel vouchers, encampment cleanup activities, and prevention and diversion programs. This funding enabled the city to continue to house homeless individuals in local motels and hotels, conduct a census of homeless individuals (undertaken by City Net), and reimburse the City for some costs related to encampment cleanups. This grant will end in May 2022.

The City applied for and received two Measure H Grants – the Five Cities Grant and the Three Cities Grant.

Working alongside the Cities of Azusa, Covina, Duarte, and West Covina, the Five Cities Grant provided each city with access to a housing navigator that conducted direct street-level outreach and would assist the City navigate programs and resources to connect individuals experiencing homelessness to needed services, including housing. The funding enabled each city to have a full-time housing navigator. The City of West Covina administered the \$343,000 grant (which required a \$33,000 per city cash grant match) and contracted with Union Station for this service. This grant ended on December 31, 2021. City staff built an effective working relationship with the housing navigator that has yielded positive results, which recently included securing 11

emergency housing vouchers.

Three and Five Cities Grant Outcomes for Glendora (March 2020 – December 2021)		
Category Number of Individuals		
Initiated Contact/Outreach	154	
Engaged (Housing Services Plan Completed)	30	
Enrolled in Rapid Rehousing	22	
Motel Vouchers	19	
Referral to Resources	36	
Permanent Housing	11	
Landlords Engaged	15	

The Three Cities Grant was operated alongside the Cities of La Verne and San Dimas. The Three Cities Grant provided each city shared access to a housing navigator, an outreach worker, and provided funding for hotel vouchers and rapid rehousing. Following an assessment, and depending on each person's need, the assistance typically provided included securing important documents (i.e. identification, Social Security cards), referrals to specified services and housing opportunities, and transportation to appointments, among other supportive services. Glendora administered the \$359,200 grant (this includes an additional \$53,500 Measure H funds from the county to fund the grant extension), contracting the service with Union Station. This grant ended on December 31, 2021.

Addressing Quality of Life Concerns

City staff has undertaken a more proactive role to address the concerns expressed in relation to homelessness and its impact on quality of life. Generally, concerns have related to the real and perceived disorder in the public realm, due in some part, to homeless encampments in parks and other public spaces. City efforts – that include the Human Services Division, Glendora Police Department, and non-profit partners – have employed a balanced approach that both help address these concerns and provide individuals experiencing homelessness access to needed services. To this end, the notes below provide a summary of activities.

Between April 2020 and March 2022, the Glendora Police Department has made 3,617 contacts (engagements) with individuals experiencing homelessness, conducted 562 arrests, and taken 158 reports related to activities involving homeless individuals.

Between March 2020 and February 2022, the City has undertaken 27 large-scale cleanups throughout the City. These cleanups have resulted in the removal of 74.05 tons of trash and debris (the equivalent of 148,100 pounds), 1,235 pounds of human waste, 90 pounds of needles or other sharp objects, 19 propane tanks, and 30 pounds of hazardous waste. The total cost of these cleanup activities equates to \$160,524.87.

Los Angeles Homeless Services Authority (LAHSA) Point in Time Count and Census by City Net

Following a one-year hiatus as a result of the COVID-19 pandemic, thousands of community members across the Los Angeles County region participated in annual the Point-in-Time (PIT) Count to help identify and better address the needs of individuals experiencing homelessness. The PIT Count helps inform the efforts of Los Angeles County and all participating jurisdictions on how best to distribute much needed services and allocate local, state, and federal funding. The PIT Count is intended to fulfill the mandate of the United States Department of Housing and

Urban Development (HUD) to paint a picture of the progress, trends, and shifts in the fight to end homelessness. Taking place over three days – Tuesday, February 22 to Thursday February 24 – in different parts of the County, the San Gabriel Valley was the focus of efforts on February 22.

LAHSA assigned 37 census tracts to Glendora as part of this year's effort. A total of 13 volunteers and 11 City staff participated locally, completing the survey of each assessment by 11:30 p.m. During the daytime, a Glendora PD officer and Union Station Homeless Navigator assisted by conducting the outreach effort in the hard-to-reach areas of the City. For the first time in Los Angeles County, the PIT Count was conducted electronically via a mobile application made available to each volunteer to download on their phone (previous PIT Counts utilized paper sheets that would be manually tabulated). The application helped improve data gathering and quality assurance processes according to LAHSA. The results of the PIT Count will be evaluated by team comprised of representatives from the University of Southern California, LAHSA and HUD, and will not be available until May or June 2022.

The last PIT Count, conducted in 2020, identified 66,436 individuals experiencing homelessness throughout the County, a 13% increase from the previous year; 145 individuals were identified in the City of Glendora at that time. This year's effort will provide us all with a better idea of how the pandemic has impacted homelessness.

As a result of the postponement of the PIT Count in 2021, the City contracted with City Net to conduct a census of individuals experiencing homelessness over a two-day period – the early morning of November 16 and late evening of November 18. City Net is a well-established non-profit operator that provides an array of supportive services and housing opportunities. This census is a distinct but complementary project from the HUD-mandated, county-wide PIT Count undertaken by LAHSA. The census allows for a city-specific focus with more time, staff resources, and local questions than is generally possible within the framework of the LAHSA PIT Count.

Through the census, 113 unsheltered individuals were identified in the City, including two accompanied minors. Of the 111 unsheltered adults, 91 individuals agreed to participate in the survey. The data collected from these surveys allows the City to identify a baseline number of individuals to better assess the City's efforts to address homelessness and determine the needs of this population through demographic data. A few key Glendora specific results include the following:

- Viewed as a composite of the highest-frequency responses, the typical unsheltered individual in Glendora is a white male, between the ages of 35 and 44, who sleeps in the City.
- 41% of the surveyed individuals are chronically homeless, or have been homeless for more than one year and have a permanent disability, substance abuse or mental health concern.
- 25.3% of individuals reported being homeless for less than one year. The largest percentage of respondents (36.3%) indicated they had been homeless for three to five years.
- 45.1% of individuals reported receiving some form of income, with more than a third of respondents earning more than \$1,000 per month. 26.2% of respondents shared that income was obtained through employment or another source of earned income.

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• 82.4% of respondents reported that they primarily sleep in Glendora, and 23.1% of respondents reported that their last permanent residence was in Glendora.

• 30.8% of respondents are survivors of domestic violence.

Sub-Regional Homeless Housing Program

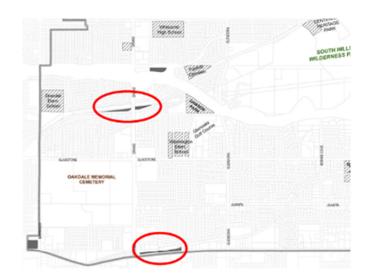
On March 9, 2021, the City Council received an update on the City's efforts to address homelessness which included discussion of a potential sub-regional homeless housing program. The sub-regional homeless housing program was developed following consultations with Supervisor Barger's Office and the Los Angeles Homeless Services Authority (LAHSA) to help address homelessness related challenges in the City as well as concerns with the inequitable distribution of housing and Measure H resources. In response, LAHSA submitted a proposal to implement a sub-regional homeless housing approach in which an interim housing site in Glendora was contemplated, that would be accessible to other local agencies that would also commit additional resources.

City staff subsequently met with staff from the Cities of San Dimas, La Verne and Claremont to assess their respective interest in participating in such a sub-regional approach to housing. After receiving confirmation of interest, each jurisdiction worked on an informal basis to develop recommendations for potential projects that could be integrated into a sub-regional approach, with each jurisdiction identifying what components it was willing to consider:

- Glendora: Identified the opportunity to establish an interim housing site for up to 50 beds.
- San Dimas: Evaluated the opportunity to provide emergency shelter.
- La Verne: Identified the opportunity for locating an access center providing case management and housing navigation services to assist individuals with obtaining housing, as well as accessing problem solving/prevention funds, mental health and substance abuse resources and other basic needs assistance.
- Claremont: Identified the opportunity to continue to expand regional efforts in permanent supportive housing.

Since then, progress on the sub-regional homeless housing plan has stalled as there is uncertainty related with two components of the plan and the funding support identified previously by LAHSA. Should the City wish to proceed with an interim housing opportunity, an alternative approach needs to be considered and direction provided by the City Council.

Three sites in the City were previously identified where interim housing could be built without zoning changes. The three locations identified are adjacent to Grand Avenue and currently have existing structures on them. Two of the three zoned locations are just north of the Big Dalton Wash, on either side of Grand Avenue. The third location is on the northeast corner of Grand Avenue and Arrow Highway.



If the City were to proceed with any of these locations, the properties would need to be acquired and improvements would need to be made to facilitate the development of an interim housing project; operations would also need to be considered. Staff could work with other public agencies, community-based organizations, and non-profit partners to pursue the grant funding opportunities needed to establish and operate such a facility.

Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) – Services and Beds

The mission of the Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) is committed to saving lives, empowering individuals, and families, and strengthening communities through innovative, client-centered, culturally sensitive substance use and behavioral health services.

L.A. CADA is a certified substance use and behavioral treatment provider licensed by the State of California Department of Health Care Services and the County of Los Angeles Department of Public Health – Substance Abuse Prevention and Control. L.A. CADA treats persons with addiction and behavioral problems by providing client-centered, trauma-informed, recovery-orientated services, offered by a committed, caring and qualified staff of licensed, certified and registered professionals. It offers critical services across a wide continuum of care and treatment, including outpatient, intensive outpatient and residential programs. This full continuum of care is available for adults, ages 18 and over; services to adolescents (ages 12 – 17) in an outpatient setting are also provided. With more than 300 residential and recovery-bridge housing beds, L.A. CADA currently serves more than 9,000 adults, youth and children annually.

City staff identified L.A. CADA as a potential non-profit partner as a result of the work it has undertaken throughout the Southern California region (Altadena, Bellflower, Hollywood, Long Beach, Los Angeles, Paramount, Pasadena, Pico Rivera, Santa Fe Springs, South Gate, and Whittier). More locally, L.A. CADA has established a productive working relationship with the City of Alhambra, augmenting the work of its Home Team, which combines the provision of street outreach, emergency housing, and case management, to address the needs of individuals experiencing homelessness. Working with the Alhambra Police Department, L.A. CADA offers individuals access to a comprehensive range of local community services through engagement. Following completion of a vulnerability screening (assessment), individuals are then linked to L.A. CADA's continuum of care or with other partner providers.

L.A. CADA's focus on whole person care and wrap-around services would positively complement

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the efforts already underway in Glendora, and augment Glendora's service delivery by providing a direct linkage to a more complete continuum of services that includes dedicated housing opportunities. As proposed, L.A. CADA would provide the following services for the City:

- Two full-time outreach navigators dedicated to homeless outreach and housing navigation services. This staff will work in concert with the City's homeless services team, including the Glendora Police Department, to regularly engage with individuals experiencing homelessness throughout the City and participate in coordinated engagement activities. This service will be provided on a full-time basis (five days per week, eight hours per day) with the outreach navigators based in Glendora.
- Eight temporary emergency shelter beds, designated exclusively to the City, will provide critically needed transitional housing opportunities that are currently not available to the City. L.A. CADA will provide individuals that accept services with transportation to the facility that best serves their individual need (based on the outcome of an assessment).
- A case management process encompassing the entire spectrum of support services with follow up protocols. The City will receive regular updates through an on-going confidential database to ensure all client engagements are documented and tracked over time.

Entering into contract with L.A. CADA will help Glendora address an immediate need in terms of housing and services, and provide the City with additionally flexibility to explore the development of an interim housing opportunity in the City.

Union Station Homeless Services (Union Station) - Housing Navigation Support

Union Station is a well-established nonprofit organization that currently serves as the coordinating entity for homeless services in the San Gabriel Valley through its partnership with LAHSA. Union Station is the lead agency for the Coordinated Entry System (CES) and the Homeless Family Solutions System in Service Planning Area 3 (which includes Glendora). Operating under the Housing First Model, the approach prioritizes the provision of housing and then offering supportive wrap-around services to help individuals experiencing homelessness stabilize and improve their quality of life.

Over the last two years, Glendora and Union Station have partnered on two grants funded through Measure H for the provision of outreach/case management and housing navigation services that have been shared with other nearby jurisdictions. The housing navigator has access to the CES and the Homeless Management Information System (HMIS), effectively helping the City navigate programs and resources, and regularly rides with City staff to engage the homeless population by conducting direct street-level outreach to try and connect individuals to services, distribute hygiene kits (hand sanitizer, clean socks) and meals, and even transportation when necessary. Case management services are currently provided to 22 individuals residing in the City, and the partnership most recently resulted in securing 11 emergency housing vouchers.

The proposed agreement would continue the provision of these services exclusively to the City for one additional year and require monthly and quarterly update reports to track the progress of these activities.

FISCAL IMPACT

The approved Expenditure Plan for American Rescue Plan Act Funds allocated \$1 million for programs or services, including temporary housing opportunities, for individuals experiencing homelessness. The financial impact associated with the proposed agreement with L.A. CADA totals \$500,000 and the financial impact associated with the proposed agreement with Union Station totals \$100,000. Sufficient funding is currently available to cover the costs of these agreements.

ENVIRONMENTAL DETERMINATION

There is no environmental impact associated with the recommendations in this report.

Prepared By Moises A. Lopez, Assistant City Manager

Concurs With Debbie Lopez, Human Services Superintendent

Reviewed By Adam Raymond, City Manager

Certified to Availability of Marie Ricci, Administrative Services Director/City Treasurer

Funds

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

- A. Staff Report March 19, 2021
- B. City Net Homeless Census
- C. Agreement with L.A. CADA
- D. Agreement with Union Station
- E. PowerPoint Presentation



TO: MAYOR AND COUNCIL MEMBERS DATE: MARCH 9, 2021

FROM: CITY MANAGER'S OFFICE DISTRICT(S): CITYWIDE

SUBJECT: DEVELOPMENT OF A SUB-REGIONAL HOMELESS HOUSING PROGRAM

(STRATEGIC PLAN ITEM 55 - ISHS)

RECOMMENDATION

That the City Council:

- 1. Receive an update on the City's homelessness efforts;
- 2. Authorize the City Manager to execute and extend agreements with local hotels, motels and similar businesses to house and provide services to homeless individuals for the duration of the local emergency declared for COVID-19 and after the emergency is over (voucher program); and
- 3. Provide direction to City staff on identification of a location for an interim housing site of up to 50 beds.

EXECUTIVE SUMMARY

As part of the City's Homelessness Action Plan, the City Council has appropriated more than \$500,000 in one-time funding to house Glendora's homeless in local hotels/motels. This effort during COVID allowed the City to adhere to CDC guidelines regarding its homelessness challenges, enforce its ordinance, and enhance quality of life for the entire community. To date, the project has been successful in temporarily housing 65 individuals with ties to Glendora in local hotels/motels, while working with our community partners to place 41 individuals into longer-term housing with services to address their needs.

As part of the City's Strategic Plan, the City has been pursuing a sub-regional homelessness approach with the cities of San Dimas, La Verne and Claremont, the County of Los Angles, and LAHSA (55-ISHS). Each City has established a sub-committee of two councilmembers to assist staff in investigating a potential partnership on shared resources; the City of Glendora has received a proposal from LAHSA and the County that identifies funding for the capital and operations needs of an interim housing site. City staff requires the action by the City Council to receive an update on the current progress made on addressing homelessness and site identification for a potential 50 bed interim housing site.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On December 12, 2017, the City Council approved acceptance of grant funds from the County of Los Angeles for a City Planning Grant to develop a City plan to prevent and reduce homelessness (Homeless Plan). The Homeless Plan was presented and adopted by the City Council in June 2018.

On September 17, 2019, the City held a homelessness workshop that covered topics including the current legal environment, homeless encampments, housing, homeless resources, and community/staff involvement. The workshop identified several items that staff would report back on, including shopping carts, bulky items, environment design strategies, high fire hazard severity zones, and housing.

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On April 14, 2020, the City Council authorized the appropriation of \$150,000 in one-time funds to allow staff to execute agreements with local hotels, motels and similar business to house and provide services to homeless individuals for the duration of the local emergency declared for COVID-19.

On May 26, 2020, the City Council discussed housing options for homeless individuals and directed a sub-committee of two councilmembers and City staff to return with recommendations by June 9, 2020.

On June 9, 2020, the City Council discussed the future development of housing for Glendora's homeless, authorized budget adjustment of \$150,000 for additional homeless housing in the City's hotels/motels, and authorized a sub-committee of City Council members and City staff to work with local agencies to seek sub-regional housing options with local agencies, the County of Los Angeles, and LAHSA.

On September 8, 2020, the City Council authorized budget adjustment of \$150,000 for additional homeless housing in the City's hotels/motels, including amending agreement with local hotels and motels to provide these services.

DISCUSSION

Recent City of Glendora Homeless Efforts

The City has previously negotiated room rental rates from several local hotel/motels to house homeless individuals to help stop the spread of COVID-19 amongst this at-risk group. The decision to move in this direction was based on recommendations from the Centers for Disease Control and Prevention, existing case law, current availability of homeless housing, and relationships with the City's community partners that provide services to the homeless community.

Centers for Disease Control and Prevention (CDC)

The CDC has provided guidance for governmental and other agencies responsible for responding to and providing services for homeless individuals during the current COVID-19 pandemic. The complete overview of guidance can be found at https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/unsheltered-homelessness.html.

The recommended prevention measures from the CDC to stop the spread among homeless in encampments includes:

- Unless individual housing units are available, do not clear encampments during community spread of COVID-19. Clearing encampments can cause people to disperse throughout the community and break connections with service providers. This increases the potential for infectious disease spread.
- Encourage people staying in encampments to set up their tents/sleeping quarters with at least 12 feet x 12 feet of space per individual.
- Ensure nearby restroom facilities have functional water taps, are stocked with hand hygiene materials (soap, drying materials) and bath tissue, and remain open to people experiencing homelessness 24 hours per day.
- If toilets or handwashing facilities are not available nearby, provide access to portable latrines with handwashing facilities for encampments of more than 10 people.

Supporting Local Business

The COVID-19 pandemic has caused wide-spread economic harm to many industries, including tourism. Hotels and motels have been hit especially hard with the various Health Officer Orders that were implemented in Los Angeles County.

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In working to mitigate risks related to COVID-19 and homelessness, the City saw an opportunity to provide shelter for at-risk homeless individuals and support local businesses by housing them in Glendora hotels for up to \$85/night. The City worked with the Chamber of Commerce and local businesses to identify rooms. Given that the City is funding this service, the City will only house that individuals that are currently homeless in Glendora with ties to the community.

Activity to Date

In July 2020, LAHSA issued its updated Point-In-Time Count numbers for most agencies in Los Angles County. In Glendora, LASHA projected 144 homeless individuals, which is more than a 100% increase from the 2019 count of 65. The 2021 Point-In-Time County has been canceled due to COVID related challenges, which staff anticipates would show a reduction in the total of homeless individuals currently residing in Glendora.

Between April 2020 and January 2021, staff has made outreach contact with 181 unique individuals. This process includes staff working with Union Station on street outreach, obtaining vital documents, Coordinated Entry System surveys, COVID vulnerability Assessments, and referrals or linkage to services.

The City has provided temporary housing to 65 homeless individuals, comprising 6,308 total room nights. Currently, the City is housing four individual; two (2) utilizing Affordable Housing Funds, two (2) utilizing Measure H Grant funds. Total spent on this initiative through January 2021, is approximately \$530,000. During their stay in the City funded housing program, staff worked with community partners to transition homeless individuals to facilities that could better address their needs:

- Two (2) individuals and family members have been permanently housed.
- Ten (10) individuals have been enrolled in Rapid Rehousing.
- Six (6) individuals have accepted assistance and housing for dependency issues.
- City has referred 43 individuals to Project Room Key hotels in the local area, with 23 individuals accepting longer term housing and care. Common reasons for those that rejected Project Room/Home Key rooms had to do with proximity of available housing to Glendora.

Of the total number of homeless contacts made since April 2020, 125 individuals have engaged with street outreach teams who connected them to services.

Public Engagement

Throughout the City's recent homeless endeavors, public engagement efforts have been increased. In addition to providing homeless updates to the public at Council meetings, staff also includes a reoccurring article in the Glendora Report, which is mailed to all addresses in the City on a quarterly basis.

Further, in January 2020, the City released a community survey on homeless conducted by True North (Attachment A). When asked in an open-ended manner what change the City could make to improve the quality of life in Glendora, addressing homeless issues/poverty was by far the most common response in 2019 (27%), followed by improving streets, roads, and infrastructure (14%), limiting growth/ development and preserving Glendora's small-town feel (12%), and improving public safety and police services (9%). When the same question was asked of residents just one year earlier (2018) and in 2016, the corresponding percentage of respondents who mentioned addressing homelessness/poverty was 8% and 2%, respectively.

Homeless people also topped the list of perceived 'big problems' in the City of Glendora when respondents were asked to rate various specific problems including speeding vehicles, traffic congestion, and code enforcement issues. Overall, Glendora responses to the surveys on the issue of homelessness can be segmented into three subgroups with 36% being generally negative in their views of homeless people, 33% being generally positive, and 29% being generally neutral due to mixed responses.

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After informing respondents of the legal issues regarding homelessness, namely Martin v. City of Boise, the survey sought to gauge the level of support for various strategies that could be employed to address homelessness in the City. By far, the most widespread support was found for three strategies: Providing counseling and rehabilitation for drug and alcohol addiction (88% support), providing funding for mental health facilities (83%), and joining with other cities and the County to create more regional homeless shelters (82%). A majority of Glendorans also supported providing housing for homeless people who lived in Glendora prior to being homeless (66%), incentivizing under-performing hotels and motels to accept temporary housing vouchers (56%), and creating a temporary homeless shelter in Glendora (50%).

Sub-Regional Approach

In response to the Community Survey and direction from the City Council, staff began to work with County of Los Angeles staff from Supervisor Barger's Office and LAHSA to address homelessness issues in early 2020. After expressing and working through the City of Glendora's concerns about equity in available County funded housing resources and Measure H funding, the City received a proposal from the County and LAHSA to implement a sub-regional homeless approach in the Eastern San Gabriel Valley (Attachment B) in September 2020.

The attached proposal from LAHSA and Los Angeles County, contemplates the development of an interim housing site in Glendora, which would be accessible to other local agencies, who would also bring resources to the table in a sub-regional approach:

Interim housing is an intervention that provides people experiencing homelessness with temporary housing intended to resolve their immediate experience of unsheltered homelessness, to connect participants to permanent housing opportunities in their communities, and to provide various other services.

The development and operation of interim housing is supported by many different streams of funding. A significant portion of capital funds for an interim housing site in Glendora could be made available through the Fifth District's Interim Housing Capital Fund Pool. The ongoing operation of the site and the provision of wraparound services could be supported through Measure H-funded strategy E8 -- Enhance the Emergency Shelter System.

Employing a sub-regional interim housing strategy across an identified cohort of cities will allow for a higher degree of local prioritization to meet the sub-regional needs. This unique approach will ensure that individuals experiencing homelessness within the jurisdictions of partnering cities will be prioritized for connection to this resource.

The proposal received by the City of Glendora addresses a key issue raised by cities as it relates to Measure H Funding – cities that take Measure H funding typically are required to make housing assets available to a larger area (e.g. entire San Gabriel Valley) instead of a more localized approach. The subregional approach recommended, allows for the City of Glendora or partner with other agencies to leverage shared resources and therefore provides more comprehensive solutions to address localized needs.

Subsequent to meetings with the County of Los Angles and LASHA, City staff met with staff from San Dimas, La Verne and Claremont about their interest in a sub-regional approach to housing. After receiving a confirmation of interest, each jurisdiction worked on an informal basis to develop recommendations for potential projects that could be integrated into a subregional approach.

In order for each agency to determine what services they could provide to the sub-region, the County of

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Los Angeles provided a summary of Housing Needs and Homeless Services that each agency should consider. The items noted with a * are those the County is most focused on.

- Housing Strategies
 - Safe Sleep
 - Safe Parking
 - o Pallet Shelters
 - o Crisis Beds*
 - o DV Shelters
 - o Bridge/Interim Housing (enhanced supportive services on-site)*
 - o Affordable Housing
 - Permanent Supportive Housing*
- Homelessness Services
 - Access Centers*
 - o Hygiene Resources

A comprehensive list of County of Los Angles approved housing strategics from 2016 is attached to this report (Attachment C).

Sub-Committee Guiding Principals

Through periodic meetings of the Sub-Regional Homelessness Group, a series of informal guiding principals have been established:

- Over a period of time, the sub-region can provide a comprehensive set of shared housing assets to address homelessness.
- Sub-regional partnerships, may allow cities to be more competitive for housing grants and identify future joint projects.
- Ability to coordinate efforts and enforcement will help to alleviate one city from passing their homelessness issues to another city.
- Acknowledgement that each City has established partnerships to address homelessness and the subregional relationship is another tool for the cities to utilize.

City Sub-Committee Discussions to Date:

Staff from Glendora, San Dimas, La Verne, Claremont and the County, met in February 2021 for a status update. Each agency provided a summary of what initiatives their agency may consider moving forward with to be part of the sub-regional approach. Each of the identified approach represents the first step in a longer public process, which requires various approvals at the City Council level.

- Glendora: Identified the opportunity to establish an interim housing site for up to 50 beds.
- San Dimas: Evaluating the opportunity to support emergency sheltering.
- <u>La Verne</u>: Identified the opportunity for locating an access center providing case management and housing navigation services to assist individuals with obtaining housing, as well as accessing problem solving/prevention funds, mental health and substance abuse resources and other basic needs assistance.
- <u>Claremont</u>: Identified the opportunity to continue to expand regional efforts in permanent supportive housing.

Emergency Shelters / Interim Housing Facilities in Glendora

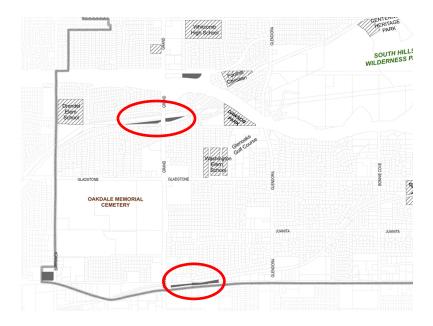
Currently, the City of Glendora has three environmentally cleared locations where emergency shelters can be built without zoning changes. These locations would be the starting point for discussion on an interim housing site. The City selected these locations in 2011 as part of Ordinance 1949 to implement SB 2

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(Cedillo). The SB 2 legislation amended State housing law and required the City of Glendora to zone for a minimum of 20 emergency shelter beds. To date, homeless shelters have not been built at any of the locations.

The three locations identified on the map are adjacent to Grand Avenue and currently have existing structures on them. Two of the three zoned locations are just north of Big Dalton Wash, on either side of Grand Avenue. The final location is on the northeast corner of Grand Avenue and Arrow Highway.

If the City were to partner with other entities to build an interim housing site at these locations, the buildings would need to be acquired and significant work would be needed to facilitate homeless services.



When considering Interim housing in the City of Glendora, there are four major considerations:

- <u>Location</u>: Review the current locations for accessibility to services, availability of buildings/land, and environmental impacts.
- <u>Funding:</u> Review the short-term (land/capital improvements) and long-term (programmatic and capital).
- <u>Number of Beds</u>: Review the number of beds currently zoned (20) and compare that to anticipated amounts needed (50).
- Length of Stay: Interim housing locations are aimed to serve individuals for three (3) to nine (9) months as they transition to permanent supportive housing or receive the assistance necessary to continue their journey out of homelessness.
- <u>Joint Effort:</u> Review partnerships with local agencies to see if a jointly run facility is beneficial and more cost effective than several smaller shelters.

Through the sub-regional approach, the City will address all of these issues. Specifically, City staff require City Council direction to direct staff to return to the City Council within three (3) months with potential site. The proposed funding for an interim housing project in included in the City's sub-regional proposal from LAHSA and the County of Los Angeles, which generally outlines County of Los Angeles Funding for the one-time capital needs, and Measure H for the ongoing operation of the facility. Currently, based on a sub-reginal need, the total number of beds would be 50, and would be leveraged by projects in other cities to allow for a more comprehensive approach to addressing homelessness.

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Next Steps

A general list of next steps in included below. The list is not comprehensive, but aimed to provide a general overview of what is required to solidity the sub-regional approach to addressing homeliness in the cities of Glendora, San Dimas, La Verne, and Claremont.

- 1. Reaffirm sub-regional approach is preferred by each member agency
 - a. Finalize area of focus by each agency
 - b. Develop timelines and project scope for each area of focus
- 2. Direct staff to locate and identify site(s) for a 50 bed interim housing facility in Glendora
 - a. Finalize location and size
 - b. Solidify funding capital improvement and ongoing operations
 - c. Identify partners capital improvement and operations
 - d. Develop a timeline
- 3. Develop an MOU with cities, LASHA, and the County of Los Angeles to memorialize relationship, including but not limited to
 - a. Term
 - b. Roles and Responsivities
 - c. Process of placing individuals in various housing assets
 - d. Identification of funding

FISCAL IMPACT

The City Affordable Housing Fund (F285) was created pursuant to a Development Agreement with William Lyon Homes. The Development Agreement was a component of the Arboreta Specific Plan project, which is a residential subdivision located west of Grand Avenue and south of Bennett Avenue. As part of the Specific Plan, and under the terms of the Development Agreement, William Lyon Homes made an affordable housing in-lieu payment to the City of \$2 million. The Development Agreement requires that the funds be spent on "affordable housing." Since receiving the payment around 2007, the funds have been used to defray administrative costs associated with long-term affordable housing obligations. To date, the City has utilized over \$500,000 from the Affordable Housing Fund (F285), which has an estimated balance of \$1.2 million.

In additional to the City Affordable Housing Fund, staff is currently utilizing Measure H grant funds to pay for emergency housing needs. To date, the City has spent approximately \$50,000 of Measure H funds.

Staff is currently seeking reimbursement through FEMA for the funds expended to house homeless individuals during the COVID-19 pandemic.

ENVIRONMENTAL DETERMINATION

There are no applicable impacts related to CEQA based on the recommendations provided in this report. Upon site identification, staff will provide an update on environmental impacts, where applicable.



Respectfully submitted, *Adam Raymend*City Manager's Office

Concurs with,

Mot Applicable

Not Applicable

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Director	Certified as to Available Funds	CEQA
Adam Raymond	June Overholt	Net Applicable
Legal Review	City Manager	
Not Applicable	Adam Raymond	

ATTACHMENTS:

- A. Homelessness Community Survey
- B. Sub-Regional and Interim Housing Proposal
- C. County of Los Angeles Housing Strategies



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: COMMUNITY DEVELOPMENT DISTRICT(S): CITYWIDE

SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE GLENDORA

MUNICIPAL CODE TITLE 5 (BUSINESS LICENSES AND REGULATIONS) TO ADD A SECTION SPECIFIC TO THE GLENDORA VILLAGE BUSINESS IMPROVEMENT

DISTRICT INCREASING THE NUMBER OF EVENTS ALLOWED PER YEAR

RECOMMENDATION

That the City Council:

Open and conduct the Public Hearing, accept evidence and testimony presented, and in the absence of substantial evidence to the contrary:

- 1. Adopt a Categorical Exemption pursuant to §15378(b)(2), 15378(b)(5), 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act Guidelines;
- 2. Introduce for first reading an ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) SECTION 5.32 (SPECIAL OUTDOOR DISPLAY EVENTS) OF THE GLENDORA MUNICIPAL CODE ADDING REGULATIONS SPECIFIC TO THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT," by reading of the title only and waiving further reading; and
- 3. Schedule second reading and adoption of the ordinance for the January 9, 2024 City Council meeting.

STRATEGIC FOCUS AREAS

• Goal 1: Implement Strategic Economic Development (ISED)

EXECUTIVE SUMMARY

In 2022, the City installed permanent parklets in the Glendora Village for outdoor dining. The parklets, first initiated as temporary improvements in 2020 in response to COVID-19, were upgraded to permanent structures due to positive results and feedback. The additional outdoor dining provided by the parklets enhances the visibility of people in the Village thereby creating a greater sense of vibrancy and energy.

Adding a section specific to the Glendora Business Improvement District (BID) to Glendora Municipal Code 5.32 (GMC 5.32): Special Outdoor Display Event to increase the number of events a Village business can host will provide an opportunity to further economic activity in the Village.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

The Glendora BID was established as provided by the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.).

In spring 2020, amid the COVID-19 pandemic and indoor restrictions, the City installed temporary parklets in the Glendora Village to assist restaurants that were prohibited from serving indoors. In 2022, the City upgraded the temporary parklets to permanent structures and amended GMC 21.06.070 Outdoor Dining to include parklets.

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At the September 7, 2023 BID meeting, the Board recommended that staff prepare an Ordinance increasing the number of events that a business in the BID can host, and at the November 2, 2023 meeting the Board unanimously recommended the City Council approve the Ordinance amending Glendora Municipal Code 5.32 (GMC 5.32) Special Outdoor Display Events increasing the number of events that a business in the Glendora Village BID can hold from three (3) to twenty-four (24).

DISCUSSION

The parklets provide restaurants with expanded outdoor seating capacity; as an additional bonus, the parklets benefit the entire Village by increasing the vibrancy and liveliness of Glendora's downtown. Not surprisingly, restaurants and other businesses in the Village desire to capitalize on the renewed energy and contribute to the local economy with their own regular recurring outdoor entertainment or events.

Currently, under GMC 5.32, any business can apply for a special event permit; however, there is a limitation of three events (days) per year. Business in the Glendora Village, primarily restaurants but others as well, have requested to have regular outdoor events. In order to have more than three events per year, GMC 5.32 would need to be amended.

At the September BID meeting, the Board instructed staff to prepare an ordinance increasing the number of events that a business in the BID can host from three (3) to twenty-four (24) dates. At the November meeting staff presented the draft ordinance to the Board, and the Board passed a recommendation to the City Council for approval of the proposed ordinance.

The proposed Ordinance is attached for City Council's review. The key changes to GMC 5.32 included in the Ordinance are as follows:

- Addition of Section 5.32.030 (c) terms exclusive to the Glendora Village Business District;
- Events may be held on twenty-four (24) dates per year per business;
- Events with amplified sound will require notification and signatures from neighboring businesses. Notification and signatures shall be completed at least 10 days prior to event.

FISCAL IMPACT

None.

ENVIRONMENTAL DETERMINATION

A Categorical Exemption has been prepared for this project pursuant to §15378(b)(2), 15378(b)(5), 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

Prepared By Valerie R. Velasquez, Economic Development & Housing Manager Concurs With Don Nolan, Business Improvement District (BID) Advisory Board

Reviewed By Jeff Kugel, Community Development Director Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

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ATTACHMENTS:

- A. Ordinance
- B. CEQA Notice of Exemption
- C. Notice of Public HearingD. Power Point

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AN ORDINANCE OF THE CITY OF GLENDORA AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) SECTION 5.32 (SPECIAL OUTDOOR DISPLAY EVENTS) OF THE GLENDORA MUNICIPAL CODE ADDING REGULATIONS SPECIFIC TO THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT

THE CITY COUNCIL City of Glendora, California

- **WHEREAS,** Glendora Municipal Code ("GMC") 5.32, Special Outdoor Display Events provides a mechanism for a permit to be obtained for up to three outdoor events per year; and
- **WHEREAS**, in 2022, the City of Glendora (City) installed permanent parklets within the boundaries of the Glendora Village Business Improvement District (BID); and,
- WHEREAS, the permanent parklets increased the opportunity for community gathering in an outdoor setting, creating a desire from businesses to hold regular outdoor events within the BID; and,
- **WHEREAS**, the Glendora City Council identifies economic development as a priority goal and recognizes the potential parklets add to increase the energy and nightlife within the Glendora Village through more frequent events; and
- **WHEREAS,** the BID Advisory Board (the "Board") recommended the amendments to Title 5, Section 5.32.030 Permit Application at their meeting on November 2, 2023; and,
- WHEREAS, the City Council held a public hearing on December 12, 2023, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the recommendation of the Business Improvement District Advisory Board; and
- WHEREAS, this action constitutes a wholly regulatory action, and not a project, such that the activity in question does not have a direct, or significant, effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section (c) is hereby added to Title 5, Section 5.32.030 of the Glendora Municipal Code, to read in its entirety, as follows (added text in *bold italics*):

"Section 5.32.030 Permit Application

(a) Application for permit to conduct special outdoor display events shall be made by the owner of the property or his or her duly authorized representative on which the property on which the event is to be conducted, and shall be in writing to the director of finance or the director's designee on a form provided by the city for that purpose, and shall be filed with the director of finance not less than sixty days prior to the opening date of such event. The application shall be accompanied by the payment of a filing fee as established by city council resolution.

- (b) The application shall contain the following information:
 - (1) The name and address of the property owner;
 - (2) The exact location where the event is to be conducted;
 - (3) The name and address of the operator or operators of the event;
 - (4) The dates the event is to be conducted shall be limited to three events per year per property with a maximum *total* of three days in duration; The maximum number of days permitted for Christmas tree and pumpkin sales shall be limited to thirty days;
 - (5) A list of communities in California where the event has previously been conducted by the operators of the proposed event;
 - (6) The number and types of rides, games, shows, displays and other individual concessions comprising the event, including all food stands and food vehicles;
 - (7) The number of persons who will be engaged in conducting the event;
 - (8) A plot plan showing the entire property in addition to that portion of the property proposed to be used to store equipment and to conduct the special outdoor display event including an exact description and plot plan describing the total extent of any off-street parking area which would be occupied for the purpose of conducting the special outdoor display event and storing the equipment thereto: Location, type and number of items to be displayed, restroom facilities, trash receptacles, traffic and pedestrian ingress and egress, fire prevention and safety equipment;
 - (9) Events proposed within the public right-of-way are permitted if an encroachment permit has first been procured from the City;
 - (10) Such other information as shall be required by the finance director. (Ord. 1419 § 1, 1983)
- (c) Glendora Village Business District: Events located within the boundaries and sponsored by the Glendora Village Business District or a business subject to assessments under Section 5.40 are subject to Section 5.32 with the following modifications:
 - (1) The number of dates an event may be conducted shall be limited to twenty-four (24) days per year per event sponsor;
 - (2) Events utilizing amplified sound shall deliver written notification and obtain signatures from the businesses located immediately adjacent and across the street from the event. Additional notification may be required by the City. All notification and required signatures shall be completed at least 10 days prior to the event.

SECTION 2. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) because: (1) it does not constitute a "project"

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under CEQA Guidelines Section 15378(b)(2) in that it constitutes a general policy and procedure making; (2) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(5) in that it has no potential for resulting in physical change to the environment, either directly or indirectly; and (3) in the alternative, it is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2), since the activity will not result in direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3), since it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

SECTION 3. Severability clause: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect.

SECTION 4. Effective Date: The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the passage and adoption thereof and cause same to be published at least once in the San Gabriel Valley Examiner, a weekly newspaper of general circulation, published in the City of Glendora, which newspaper is hereby designated for that purpose (GC § 40806); and thereupon, and thirty (30) days after its passage, this ordinance shall take effect and be in force.

PASSED, APPROVED and ADOPTED	D this day of, 20
	City Council of Glendora, California
BY: _	
_	Mayor
APPROVED AS TO FORM: Aleshire & Wynder, LLP	
WILLIAM W. WYNDER City Attorney	

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CERTIFICATION

I, Kathleen R.	R. Sessman, City Clerk of the City of Glendora, do hereby	certify that the foregoing
Ordinance wa	vas introduced for first reading on the day of	, 20 . Thereafter, said
	vas duly approved and adopted at a regular meeting of the C	
day of	_, 20, by the following roll call vote:	·
AYES:	COUNCIL MEMBERS:	
NOES:	COUNCIL MEMBERS:	
ABSENT:	COUNCIL MEMBERS:	
ABSTAIN:	COUNCIL MEMBERS:	
	ther certify that said Ordinance was published as required balation in the City of Glendora, California on the	1 1
Dated:		
	KATHLEEN R. SI	ESSMAN
	City Clerk/Commu	

Ordinance No. _____ Page 4 of 4



CITY OF GLENDORA

116 East Foothill Boulevard, Glendora, California 91741

NOTICE OF EXEMPTION

Project Title: An Ordinance Amending Chapter 5.32.	030 relating to Outdoor Events
Project Location: T-5 and T5A zones in the CCAP (C	<u>Glendora Village)</u>
Project Sponsor: City of Glendora	
Mailing Address: 116 East Foothill Boulevard, Glend	<u>dora, CA 91741</u>
General Plan Land Use Designation: Village Mixed-	-use
Zoning Designation: Civic Center Area Plan (CCAP)	
Project Description: The project is an amendment to adding a section specific to the CCAP zone, increasing	_
Surrounding Land Uses and Setting: <u>Coruses</u>	mmercial office/retail and residential
The Community Development Director recommend	ls the following exempt status / findings:
Ministerial (Sec. 15073) Declared Emergency (Sec. 15071(a))	
Emergency Project (Sec. 15071(b) and (c))	
☐ Categorical Exemption - Type☐ Statutory Exemption. Code Number: 15378	(4.)(2) 15279(4.)(5) 150(0(-)(2)
	(B)(2), 133/8(B)(3), 13000(C)(2),
15061(b)(3)	
Reasons why project is exempt: The proposed Zone procedure and would not result in any physical developroperty or the density causing any environmental imp	pment change to the environment, or to the
Jeff Kugel, Community Development Director	Date:
The above recommended exempt status and findings w	vere adopted by the following body:
City Council	on
	Date:
Valerie Velasquez, Economic Development and Housi	



NOTICE OF PUBLIC HEARING City Council

YOU MAY BE AFFECTED BY THE FOLLOWING:

NOTICE IS HEREBY GIVEN that the City Council will hold a public hearing in the City Council Chamber of City Hall, 116 E. Foothill Boulevard, Glendora, California, on Tuesday, December 12, 2023 at 7:00 p.m. to receive and consider an Ordinance that will amend Chapter 5.32 (Special Outdoor Display Events) to Title 5 of the City of Glendora Municipal Code to add regulations for outdoor events specific to the Glendora Village Business Improvement District.

All interested parties are invited to attend said hearing and express their views on this matter. Should you be unable to attend the public hearing, your testimony must be made in writing and delivered prior to the scheduled hearing date as follows: City Clerk Department, 116 E. Foothill Blvd, Glendora, CA, 91741, City Clerk@cityofglendora.org.

Further information on this item will be posted to the city's website at CityofGlendora.org/citymeetings and will be on file for public inspection and copying for the cost of duplication, at the office of the City Clerk, 116 E. Foothill Blvd, Glendora, CA, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of holidays, within those hours for agenda posting and public inspection as required by the Ralph M. Brown Act, California Government Code 54950 et seq. as applicable to this meeting.

Staff has determined that the original project is Categorically Exempt from the provisions of the California Environmental Quality Act under Sections 15378(b)(2) in that it constitutes a general policy and procedure making; 15378(b)(5) in that it has no potential for resulting in physical change to the environment, either directly or indirectly; 15060(c)(2), since the activity will not result in direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), since it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Further Information on the above application may be obtained or viewed at the Planning Counter of the Community Development Department, located at 116 E. Foothill Blvd., Glendora, CA or by telephone at (626) 914-8292.

If you challenge this action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing"

Kathleen R. Sessman, MMC City Clerk

Published San Gabriel Valley Examiner (Ad Type (Display or Legal)): November 30, 2023

CERTIFICATION

I, Kathleen R. Sessman, City Clerk of the City of Glendora, hereby certify that I posted a copy of this Notice on the bulletin board outside the City Hall Council Chamber, 116 E. Foothill Boulevard on (Date).

Kathleen R. Sessman, MMC City Clerk

AMENDING GMC 5.32 INCREASE THE NUMBER OF EVENTS

Community Development Department

City Council
December 12, 2023
Valerie Velasquez , Economic Development and Housing Manager
Meeting Date: 12/12/2023 / Packet Page #: 118

CityOfGlendora.org

Parklets introduced in 2020

Permanent in 2022

Parklets & Village Improvements:

- Increased the liveliness of the Village.
- Provide new opportunities for activity.



Activity in the Village adds synergy to the Village as a whole.

Businesses in the Village requested to have regular entertainment

GMC 5.32: Special Outdoor Display Event

- Allows for an event to be conducted outdoors throughout the City
- In public right of way: Sidewalk or Parklet areas
- Permit is Required
- Limited to three events per business/property (three days)

September 2023, BID Board directed staff to prepare Ordinance to Amend GMC 5.32 to increase number of events permitted.

November 2023, BID Board reviewed and recommended approval of the draft Ordinance amending GMC 5.32.

Summary of proposed Ordinance:

- Addition of Section 5.32.030(c), exclusive to the BID
- Twenty-Four Events per year per event sponsor
- Events with amplification will require 10-day notice and signature

That the City Council:

- Adopt a Categorical Exemption pursuant to §15378(b)(2), 15378(b)(5), 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act Guidelines;
- 2. Introduce for first reading an ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS)
 SECTION 5.32 (SPECIAL OUTDOOR DISPLAY EVENTS); and
- 3. Schedule second reading and adoption of the ordinance for the January 9, 2024 City Council meeting.



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: COMMUNITY DEVELOPMENT DISTRICT(S): CITYWIDE

SUBJECT: FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF

THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE IN ORDER TO IMPLEMENT VARIOUS HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT (PROJECT PLN23-

0016)

RECOMMENDATION

That the City Council:

- Introduce for first reading an Ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE IN ORDER TO IMPLEMENT VARIOUS HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT." (PROJECT PLN23-0016).
- 2. Direct the preparation of a summary of ordinance for publication pursuant to Govt Code 36933 and Resolution CC 2018-40.

STRATEGIC FOCUS AREAS

- Goal 1: Implement Strategic Economic Development (ISED)
- Goal 7: Enhance Community Engagement and Presence (ECEP)

EXECUTIVE SUMMARY

The Housing Element includes goals and policies to address Glendora's identified housing needs. The goals and policies are implemented through a series of housing programs and associated actions that comprise the specific measures the City will undertake to implement the Housing Element. The proposed Ordinance constitutes the second package of implementation measures for the adopted Housing Element. Program 16 of the Housing Element which comprises 31 Action Items, or commitments the City made to increase housing production through process streamlining, removal of regulatory constraints, implementation of development incentives, and/or affordable housing incentives. Specifically, this proposed Ordinance implements 17 of the Housing Production Action Items associated with Program 16 through a series of amendments to the Glendora Municipal Code (GMC) (Housing Element, Table 41, pp. 107-113). The Planning Commission unanimously approved the recommendation of this proposed Ordinance for City Council approval on November 7, 2023.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

State law requires every city in California to maintain a General Plan to guide the long-term physical, social, and economic growth of the community. In 2007, the City of Glendora completed a comprehensive update to the General Plan, known as "Community Plan 2025". The update was a community-driven process that identified strategic goals and priorities pertaining to new development and the quality of life in Glendora. The General Plan includes seven mandatory elements, or chapters, as required by State law: Land Use, Housing, Circulation, Open Space and Recreation, Safety, Conservation, and Noise. It also includes two optional elements: Air Quality and Historic Preservation.

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The State of California's Housing Element Law, enacted in 1969, acknowledges that housing is a matter of statewide importance, and requires that local jurisdictions in California engage in detailed planning for their residential needs by including a housing element in their General Plan (California Government Code Sections 65580 - 65589.11). Local governments must adopt plans and regulatory systems that provide opportunities for and do not unnecessarily constrain housing development. In the mid-1980s, the state established the Regional Housing Needs Assessment (RHNA) process. The RHNA process is a statewide effort to allocate housing units to the local level. Glendora is part of the region covered by the Southern California Association of Governments (SCAG).

Under the RHNA process, SCAG is given a housing needs determination by the State of California and allocates units to each jurisdiction within the region. Development of the SCAG region housing unit allocation for the 6th RHNA Cycle began in 2019. SCAG adopted a RHNA Final Allocation for the region in 2021. The RHNA is the State's projection of additional housing units needed to accommodate projected household growth at all income levels. Each locality's RHNA is segmented into four income categories of very low, low, moderate, and above moderate income. Glendora's 6th Cycle RHNA allocation by income level is below:

Glendora - 6th Cycle RHNA
Housing Unit Allocation by Income Category

Income	Units
Very Low	735
Low	386
Moderate	388
Above Moderate	767
Total	2,276

The City held a joint meeting on April 25, 2022 of the City Council and Planning Commission, to consider revisions to the draft Housing Element to address comments received from HCD and further engage the community on the Housing Element. The Council and Commission ultimately adopted 17 Programs, including 31 Housing Production Action Items to be incorporated into the Housing Element and submitted to HCD for consideration. The 31 Action Items were incorporated into the Housing Element which was subsequently sent to HCD for certification.

The City Council adopted the Regional Housing Needs Assessment (RHNA) 6th Cycle Housing Element (the "Housing Element") on December 13, 2022.

On August 10, 2023, the California Department of Housing and Community Development (HCD) certified Glendora's Housing Element by making a finding of substantial compliance with State law.

On July 11, 2023, the City Council adopted the first ordinance amending the GMC and the Official Zoning Map pursuant to the 2021-2029 General Plan Housing Element - Programs 8 and 9 (Project PLN23-0003, Ordinance 2077). It amended the Glendora Municipal Code (GMC) to rezone and increase housing density in line with the adopted plan.

On November 7, 2023, the Planning Commission unanimously recommended the ordinance be presented for the consideration and approval by Glendora City Council.

DISCUSSION

The Housing Element represents an awareness of the need within the City of Glendora to assure that housing is provided for all economic segments of the community. The Housing Element also satisfies the legal requirements that housing policy be a part of the General Plan. The Glendora Housing Element

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complies with the 2021-2029 6th housing cycle update for jurisdictions in the Southern California Association of Governments (SCAG) region. Section 5 (Housing Plan) of the Housing Element establishes the City's goals, policies, and programs to address Glendora's identified housing needs. The Housing Plan contains 17 Housing Programs, which are the core of Glendora's housing strategy. Programs include ongoing programs, procedural changes, zoning ordinance changes, and other actions that implement housing policies and help achieve housing goals.

Program 16 of the Housing Element Table 41 includes a matrix of 31 Housing Production Action Items constituting a series of code revisions and programs to facilitate housing production and to promote economic development consistent with community expectations. In addition, many of these actions have the impact of affirmatively furthering fair housing, especially in fostering housing mobility by facilitating multifamily, and special needs housing and introducing housing in higher resource areas by emphasizing on the equitable treatment between single-family and multifamily housing and streamlining approval of affordable and special needs housing.

This proposed Ordinance implements 17 of the first 20 Action Items from Program 16, Table 41, excluding Action Items 1, 14, and 18 as they require additional research and discussion (Housing Element pp., 107-113).

Program 16: Facilitate Housing Production

Within the Housing Element, the actions are organized by whether they are process streamlining, removal of regulatory constraints, implementation of development incentives, and/or affordable housing incentives. The following housing production action items are from Table 41:

A. Increase threshold for discretionary review | Process Streamlining (Section 6 of Ordinance)

<u>Required Action 2</u>: Increase threshold for a Planning Commission public hearing. Currently, all multifamily projects require a Planning Commission hearing. Instead, allow the following:

- 1-10 units If the project is code compliant, allow by-right. Applicants apply directly for building permits.
- 11-25 units If the project is code compliant, a minor development plan review (DPR) is required. A minor DPR is a discretionary application and requires mailed notices to nearby property owners but does not require a public hearing (Director Approved).
- 26+ units Major DPR required, which includes a Planning Commission Public Hearing.

<u>Implementation</u>: Amend Chapter 21.02.040, Section 4 of the Zoning Code so that projects under 11 dwelling units are subject to an administrative review process (without Director or Planning Commission review and approval), projects between 11 and 25 dwelling units are subject to Director Approval, and limit Planning Commission review to larger projects above 25 dwelling units.

B. Increase Threshold for Large, Posted Notification Signs | Process Streamlining (Section 4 of Ordinance)

Required Action 3: Increase threshold for large, posted notification sign boards to projects greater than 10 residential units. Currently, applications for just five residential units require a large sign. Commercial projects of 10,000 square feet and larger also require a large, posted sign. To supplement noticing, create a website page with information on housing development applications greater than 10 units. Seek out technology that will allow development information to be presented in a map-based format. When an interactive map is created, consider eliminating the large, posted sign for all projects.

<u>Implementation</u>: Amend Chapter 21.01.030.B of the Zoning Code to increase the threshold of large, posted signs from five (5) residential units to 11. Also, the requirement for a deposit is removed as we do not collect these in practice. Language regarding citations and fines was added in case a sign is not removed. In the future, as the City implements an interactive Geographic Information System (GIS), a

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layer will be added showing significant development projects. As an interim measure, the City will provide static maps of current, significant developments to be updated periodically.

C. Eliminate 2,000 Foot Radius Notice Requirement | Removal of Regulatory Constraints (Section 4 of Ordinance)

Required Actions 4, 11: Eliminate the 2,000-foot radius notice requirement for general plan amendments designating non-residential property for residential or increasing residential density. Instead, notice property owners within 300 feet as required by State law. The 2,000-foot radius and above necessary 500-foot mailing is a Glendora-created regulatory constraint.

<u>Implementation</u>: Amend Chapter 21.01.030 of the Zoning Code to strike this requirement and reduce the radius of our mailed notices from 500 feet to 300 feet to be consistent with State law.

D. Eliminate requirement for large, posted signs for general plan amendments | Process Streamlining (Section 4 of Ordinance)

Required Action 5: Eliminate requirement for large, posted signs for general plan amendments initiated by property owners to designate non-residential property for residential use or increase residential density. Instead, require large, posted signs only for projects of 10 units or more as noted in Action #3, including the creation of an interactive map.

<u>Implementation</u>: Amend GMC to eliminate Section 21.01.030.E.2.iii of the Zoning Code and cash deposit requirement.

E. Eliminate Planning Commission Approval of Final Maps | Process Streamlining (Section 3 of Ordinance)

Required Action 6: Eliminate final subdivision map review by Planning Commission. Go directly to City Council for approval of final maps.

<u>Implementation</u>: Amend Chapter 20.16.020 Filing Maps to strike Planning Commission from submittal and approval process.

F. New Certificate of Compliance Section | Process Streamlining (Section 3 of Ordinance)

Required Action 7: Add a Certificate of Compliance section to GMC Chapter 20, which will facilitate the development of lots created by grant deed prior to March 4, 1972.

<u>Implementation:</u> The proposed ordinance adds a Chapter 20.10 Certificate of Compliance section to the Glendora Municipal Code (GMC) Chapter 20 regulating subdivisions.

G. Eliminate minimum individual unit sizes for multifamily | Regulatory Constraints (Section 13 of Ordinance)

Required Action 8: Eliminate minimum individual residential unit sizes for multifamily projects. Current standards require minimum size based on bedroom count. Size includes 800 square feet for a one-bedroom; 1,000 square feet for a two-bedroom; and 1,200 square feet for a three-bedroom apartment. Regulation may be considered unfair to multifamily housing as there is no minimum size requirement for single-family housing. Building Code (R304.1) states that habitable rooms shall have a minimum area of 70 square feet.

<u>Implementation</u>: Eliminate minimum individual residential unit sizes for multifamily from Chapter 21.A.B Table B of the GMC.

H. Revise side and rear setbacks in the residential zones | Regulatory Constraints (Sections 8,

11, 12, 13 of Ordinance).

Required Action 9: Revise side and rear setbacks in the single family residential (SFR) zones (R-1, E-3, E-4, E-5, E-6, E-7) and multifamily residential (MFR) zones (R-2, R-3, GA, LGA) to be 4 feet to match allowance for Accessory Dwelling Units (ADUs). Current side setbacks in SFR is 5 feet or 7 feet and in MFR it is 5 feet. Current rear setback in SFR is 25 feet and 35 feet, depending on the zone. In MFR zones, the rear setback is 20 feet. The change would only apply to first or ground floor (new 4-foot setback). Second floor rear setbacks would remain (SFR is 25 feet and 35 feet and MFR is 20 feet).

Implementation: Revise 21.A.A Table A and 21.A.B Table B to have 4-foot side and rear setbacks. Additionally, though not expressly stated in the Housing Element, revise Chapter 21.04.010 and 21.04.020 to be consistent with new setbacks for other accessory structures, and exempt accessory dwelling units and secondary SB 9 units from limits on number of accessory structures in single family zones. Also, revise height limit for accessory buildings in Chapter 21.04.020 so that multifamily residential zones height limit is consistent with single family zones (from 15 feet to 16 feet).

I. Eliminate Time Extension Fee | Process Streamlining (Section 5 of Ordinance)

Required Action 10: Allow approval of time extension by director and eliminate fee. Developers are taking longer to submit for building permits, which may be due to cost and complexity of development.

<u>Implementation</u>: Amend Chapter 21.02.010.E of the Zoning Code to allow approval of time extension by Director and not just the original reviewing body (Planning Commission or City Council). The Master Fee Schedule will be updated at the next annual update to eliminate the time extension fee.

J. Eliminate Supplemental Notice Requirements for Signage | Removal of Regulatory Constraints (Section 4 of Ordinance)

Required Action 12: Eliminate supplemental notice requirement for small-posted signs in the public right-of-way when designating non-residential property for residential use or increasing residential density. The small-posted signs duplicate large-posted signs and are not required of projects that are not housing. The City will seek out technology that will enable the creation of an interactive project location map on the City's website.

<u>Implementation</u>: Amend Chapter 21.01.030 of the Zoning Code to strike this requirement for supplemental noticing in the form of signage.

K. Increase Standard Time Limit for Construction | Process Streamlining (Section 5 of Ordinance)

<u>Required Action 15</u>: Increase the standard time limit for construction to begin following entitlement from 18 to 24 months. In recent years, developers are taking longer to prepare and submit construction plans. This may be related to factors including increasingly complex regulations, cost, and a tight market for qualified design and construction professionals.

<u>Implementation</u>: Amend Chapter 21.02.010.E of the Zoning Code to increase the time limit for a permit following entitlement from 18 to 24 months.

L. Limit Separate Non-conforming Lot Application | Process Streamlining (Section 7 of Ordinance)

Required Action 13: If a multifamily housing development is proposed on a non-conforming lot, but is otherwise code compliant, the additional application to develop a non-conforming lot in GMC 21.02.045 shall not be required.

Implementation: Amend Chapter 21.01.030.B.2 of the Zoning Code to exempt otherwise conforming

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multifamily development from non-conforming lot application process.

M. Eliminate the 20 foot height maximum for multifamily housing that is within 40 feet of a single-family zone | Regulatory Constraints (Section 13 of Ordinance)

Required Action 16: Eliminate the 20 foot height maximum for projects in a multifamily zone that are within 40 feet of a single-family zone. Allow 25 feet max height in multifamily zones regardless of proximity to a single-family zone. This regulation may be viewed as unfair to multifamily housing as single-family housing regardless of location is allowed to be 25 feet tall.

Implementation: Revise 21.A.B Table B to eliminate aforementioned height limit.

N. Allow flexibility in nonconforming lot line adjustments | Development Incentives (Section 7 of Ordinance)

Required Action 17: Allow lot line adjustments which result in lots that are more conforming to code but may fall short of development standards. Current code does not allow a lot line adjustment unless the resulting lot is within 10% of the zone requirements.

Implementation: Amend Section 21.03.030.B.3 of the Zoning Code to eliminate the 10% limit.

O. Eliminate floor area ratio (FAR) maximum for mixed use buildings including residential (Sections 10 and 15 of Ordinance)

Required Action 19: Eliminate FAR maximum for mixed use buildings. Separately apply dwelling unit/acre for residential and FAR for commercial. The FAR requirement to cover an entire mixed-use building was added in 2017 to control building mass. The current regulations limit the use of property and function as an additional constraint on mixed use development.

Implementation: Amend Table 6-2 General Development Standards Requirements of the Route 66 Corridor Specific plan *Town Center Mixed Use (TCMU)* and *Barranca Gateway (BG)* to exclude mixed use projects with a residential component from maximum FAR limits. Chapter 2.31 Exhibit 2.3 of the Arrow Highway Specific Plan amended to have no maximum FAR limits for mixed use with residential component.

P. Eliminate 1-acre minimum lot size requirement for mixed use developments in the Route 66 Specific Plan and the Arrow Hwy Specific Plan (Sections 10 and 15 of the Ordinance)

Required Action 20: Eliminate 1-acre minimum lot size requirement for mixed use developments in the Route 66 Specific Plan and the Arrow Hwy Specific Plan. This was added in 2017, over concern that mixed use on smaller lots would produce awkward site plans, but successful examples include the small project at 501 Route 66/Parker Project.

<u>Implementation</u>: Amend Table 6-1 Allowable Uses and Permit Requirements Route 66 Specific Plan Subdistricts and Chapter 2.31 Exhibit Table 2.3 of the Arrow Highway Specific Plan to remove the 1-acre minimum lot size requirement for mixed use developments.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the Ordinance. The elimination of overly burdensome zoning regulations is anticipated to reduce processing time and related staff time associated with new development and construction offsetting any revenue generated by fees recommended for elimination.

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ENVIRONMENTAL DETERMINATION

The City of Glendora, as the lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA). On December 13, 2022, the Glendora City Council adopted a new General Plan Housing Element in compliance with the 6th RHNA Cycle (2021-2029), and an Initial Study and Negative Declaration (IS/ND) were prepared [State Clearinghouse #2017041043]. The zoning amendments are consistent with the residential densities and total units considered in the IS/ND. Finally, the amendments are mostly minor changes to development standards and/or general/administrative process which will not result in any significant effects on the environment.

Prepared By Hans Friedel, AICP, Principal Planner Concurs With Kurt Norwood, Planning Commission

Reviewed By Jeff Kugel, Community Development Director Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

- A. Proposed Ordinance
- B. Public Hearing Notice
- C. Summary for Publication
- D. Housing Element Resolution (CC 2022-62)
- E. Adopted Housing Element
- F. Housing Element Project Calendar
- G. PowerPoint

ORDINANCE NO. 23-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE TO IMPLEMENT HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT

THE CITY COUNCIL City of Glendora, California

WHEREAS, the City of Glendora (City) is aware of the State housing crisis and recognizes the need to provide housing for all economic segments of the community; and

WHEREAS, the City has adopted a General Plan, which includes all the elements mandated by California Government Code Section 65302; and

WHEREAS, on December 13, 2022 the City adopted a Housing Element for the 6th Regional Housing Needs Assessment (RHNA) to cover the planning period from 2021 through 2029; and

WHEREAS, pursuant to a joint meeting of the City Council and Planning Commission on April 25, 2022, the City Council adopted 31 action items (Action Items), which are incorporated into the Housing Element as "Table 41: Housing Production Actions"; and

WHEREAS, this Ordinance provides for the implementation of Action Items: 2-13, 15-17, and 20 as set forth in the City's adopted Housing Element as a part of its General Plan, and as required by the State; and

WHEREAS, this Ordinance is consistent with the Initial Study and Negative Declaration prepared for the adopted General Plan Housing Element in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission held a public hearing on Nov 7, 2023, after due notice was given as required by law, and recommended adoption of this Ordinance; and

WHEREAS, the City Council held a public hearing on December 12, 2023, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the recommendation of the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. The City of Glendora, as the lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA). On December 13, 2022, the Glendora City Council adopted a new General Plan Housing Element in compliance with the 6th RHNA Cycle (2021-2029), and an Initial Study and Negative Declaration (IS/ND) were prepared [State Clearinghouse #2017041043]. The City Council finds the introduction and adoption of this Ordinance's zoning amendments to be consistent with the residential densities and total units considered in the IS/ND as well as the housing production actions committed to the State for certification of the housing element. Finally, the amendments are mostly minor changes to development standards and/or general/administrative process which will not result in any significant effects on the environment.

SECTION 3. The following sections of Title 20 (Subdivisions) of the Glendora Municipal Code (GMC) are hereby added to the GMC and/or amended as shown below (with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through):

Chapter 20.10 CERTIFICATE OF COMPLIANCE

20.10.010 PURPOSE

Certificates of compliance provide a means for conferring legal status to parcels of land which were not created by legal means and shall be issued in accordance with California Government Code Section 66499.35 and this chapter.

20.10.020 APPLICABILITY

A certificate of compliance may be obtained for those parcels whose boundaries of record are not documented by a recorded final map, parcel map, official map, or certificate of exception which establishes legal status for the parcels.

20.10.030 FILING REQUIREMENTS

Applications for a certificate of compliance shall be made on forms provided by the Director of Community Development and shall include such items as may reasonably be required to make the necessary findings. A filing fee shall be paid as established by resolution of the City Council.

20.10.040 REVIEW PROCESS AND FINDINGS

The Director of Community Development shall review certificate of compliance applications and shall issue either a certificate of compliance or a conditional certificated of compliance. Prior to issuance of either certificate, the Director shall base the determination for issuance on the following criteria:

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- A. A certificate of compliance shall be issued for any parcel created prior to March 4, 1972, which meets the following criteria:
- 1. The parcel resulted from a division of land in which fewer than five parcels were created; and
- 2. At the time of creation of the parcels, there was no local ordinance regulating the division of land.
- B. A certificate of compliance shall be issued for any real property, which has been approved for development pursuant to California Government Code Section 66499.34.
- C. A conditional certificate of compliance shall be issued for any parcel which does not, or at the time of creation did not, comply with the provisions of state law or local ordinances regulating the division of land. A conditional certificate of compliance may include the following conditions:
- 1. If the subdivider was not the owner of record at the time of the initial land division, the conditional certificate of compliance may impose conditions which would have been applicable to a division of land on the date the subdivider acquired the property.
- 2. If the subdivider was the owner of record at the time of the initial land division and currently owns one or more of the parcels involved in the land division, the conditional certificate of compliance may impose conditions which would be applicable to a current division of land.
- D. The parcel is consistent with the zoning and General Plan requirements which were in effect at the time the lot was created.

20.10.050 RECORDATION OF CERTIFICATES OF COMPLIANCE

Upon issuance of a certificate of compliance or a conditional certificate of compliance, the applicant shall file the document which identifies the real property and states that the parcel complies with the applicable provisions of this title and the Subdivision Map Act with the Los Angeles County Recorder's Office.

20.16.020 Final Map

All final maps filed hereunder shall be filed with the city clerk. Not less than the original and five copies of each map offered shall be so filed. Such map shall consist of the title sheet and as many additional sheets as shall be required to show the land to be subdivided with all requirements of the Subdivision Map Act and of this title. One copy shall be delivered to the city engineer, one to the city attorney, one to the city clerk, one to the planning commission and one copy to be returned to the subdivider with the required changes, corrections and additions, if any, noted thereon. The original map shall also be returned to him or her for corrections if required.

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In addition to the above, the information required under Section <u>20.12.020</u>, regarding tentative maps, shall also be furnished with final maps.

After the final map or record of survey map has been approved by the eommission, city engineer and council, and checked and approved by the county surveyor and recorded, three black or blue line prints or sets of prints of such record map, including the title sheet, shall be immediately furnished to the city clerk, one of each such prints or sets of prints for the city clerk, eommission and city engineer.

SECTION 4. The following sections of Chapter 21.01.030 are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

21.01.030 General Administration.

- E. Public Hearings. A public hearing shall be held by the reviewing body when required by state law or the provisions of this title or when deemed necessary or desirable by the reviewing body.
- 1. Notice of Hearing. At least ten days prior to a public hearing, notice of the date, time and place of the public hearing, the identity of the reviewing body, a general explanation of the matter to be considered and a general description, in text or by diagram, of the location of the subject property, if any, shall be given in the following manner:
- a. Notice shall be published in a newspaper of general circulation in the city;
- b. Notice shall be mailed or delivered to all owners of real property as shown on the latest equalized assessment roll of the county assessor within five *three (300)* hundred feet of the subject property, with the following exceptions:
- i. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection or subsection (E)(1)(c) of this section is greater than one thousand, the city, in lieu of mailed or delivered notice, may provide notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation in the city,
- ii. For general plan amendments that designate non-residential real property for residential use, or would increase the density of residential use on real property, owners of real property within two thousand feet of the subject property shall be notified. Such notices shall be mailed or delivered even though the number of owners is greater than one thousand;
- c. Notice shall be mailed or delivered to the applicant and owner of the subject property or an authorized representative;

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- d. Notice shall be mailed or delivered to any person who has filed a written request for notice with either the city clerk or the director. The city may charge a fee that is reasonably related to the costs of providing this service and may require each request to be annually renewed;
- e. Notice shall be mailed or delivered to each local agency expected to provide water, sewage, streets, roads, schools or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected;
- f. Any other manner deemed necessary or desirable by the reviewing body.
- 2. Supplemental Notice Requirement: Small Posted Signs. Whenever a public hearing is to be held by the planning commission or the city council on a proposed general plan amendment initiated by the city that designates non-residential real property for residential use, or would increase the density of residential use on real property; in addition to any other notice that may be required by law, the director shall cause the subject property to be posted in accordance with the following:
- a. The property shall be posted with notices within the rights-of-way that abut the subject property not more than three hundred feet apart, provided that there shall be not less than three notices in all.
- b. The notice shall be one and one-half feet by two feet in size and shall be headed "NOTICE OF GENERAL PLAN AMENDMENT" in letters of not less than one inch in height and in legible lettering shall include the date, time and place of the public hearing, the identity of the hearing body, telephone number of contact person to respond to questions or to attend a neighborhood meeting, a general explanation of the matter to be considered and a general description, in text or by diagram, of the location of the real property.
- c. Posting of the notice shall be completed at least ten days prior to the date of the public hearing.

Provided the director has made a good faith effort to comply with these posted sign notice requirements, no action by the planning commission or city council relative to the proposed general plan amendment shall ever be invalidated by any court for failure to post the notices required by this subsection.

- 32. Supplemental Notice Requirements: Large Posted Signs.
- a. Applicability. In addition to standard notice requirements in subsection (E)(1) of this section, large four-foot by eight-foot sign or signs shall be required to be posted at the project site for development related projects that require a public hearing in any one of the following circumstances:
- i. Projects or subdivisions that involve the development of five-eleven (11) or more new residential units; or

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- ii. Projects that involve the new development of ten thousand or more non-residential square feet of interior habitable area; or
- iii. General plan amendments initiated by property owners that designate non-residential real property for residential use, or would increase the density of residential use on real property;
- iii. iv. As determined to be necessary and desirable by the director based on the nature of the proposed project. For large projects, the director may determine that more than one sign is necessary.

The purpose of the supplemental large sign notice requirement is to notify the community and the neighbors in the affected area early in the review process, allowing the applicant and the city the benefit of citizens' comments during the initial stages of project review.

If it is determined upon initial submittal that a large, four-foot by eight-foot notification sign(s) is necessary, the applicant shall be notified of required cash deposit and sign permit filing requirements within thirty days as part of the city's project application review process. A cash deposit as established by fee resolution is required to ensure compliance with the supplemental notification requirements including maintenance and removal of the large notification sign. The project application shall not be deemed complete until the large sign is installed and required cash deposit made.

- b. Sign Criteria/Maintenance. All large notification sign(s) shall be installed by the applicant at the project site. In order to implement the large signs as an effective form of public notification, the following rules and standards shall apply:
- i. Sign Size and Specifications. All large sign(s) shall be four (4) feet by eight (8) feet in size and be constructed to the specifications of Figure 21.01.030(A). The specific project information text on the sign shall be provided by the planning department.



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FIGURE 21.01.030(A) DESIGN OF LARGE NOTIFICATION SIGN

ii. Location and Installation Standards. All large sign(s) shall be installed according to the specifications of Figure 21.01.030(B). The location for the sign(s) on the project site shall be determined by the director.

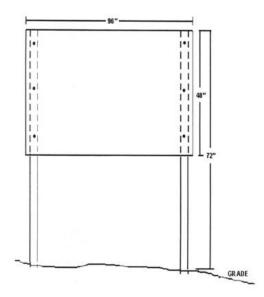


FIGURE 21.01.030(B) LARGE NOTIFICATION SIGN SPECIFICATIONS

- iii. Sign Removal and Maintenance. All large sign(s) must be kept adequately maintained and remain in place until the final decision on the application has been made or the application is withdrawn. All large sign(s) shall be removed by the applicant within thirty days of the final decision or date of withdrawal. Failure to remove the sign within the prescribed period may result in forfeiture of the cash deposit citations/fines and removal of the sign by the city.
- 4. Other Notice Requirements. Notices required by this section shall be in addition to any other or different notice required by other provisions of this code or by state law; provided, however, that nothing therein shall require separate notices to be given if the same notice will satisfy the requirements of this section and any other applicable section of this code or state law.
- 5. Failure to Give/Receive Notice. The failure of any person to receive notice pursuant to this title shall not constitute grounds for any court to invalidate the action for which notice was given. No action, inaction or recommendation regarding any project by the director, planning commission or city council shall be held void or invalid or be set aside by any court by reason of any error or omission pertaining to the notices, including the failure to give any notice required by this section, unless the court after an examination of the entire case shall be of the opinion that the error or omission complained of was prejudicial, and that by reason of such error or omission the party complaining or appealing sustained and suffered substantial injury, and that a different result would have been probable if such error or omission had not occurred or existed. There shall be no

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presumption that error or omission is prejudicial or that injury was done if error or omission is shown.

- 6. Continuance of Hearing. Any public hearing may be continued to a time and date certain by the reviewing body subject to limitations provided by law and no further notice need be given.
- **SECTION 5.** The following section of Chapter 21.02.010 is hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:
- 21.02.010 Permit applications.
- E. Time Limit. Any permit granted pursuant to the provisions of this chapter is conditional upon the use and/or construction work beginning within eighteen twenty-four (24) months after the effective date of the approval, or such other period specified as a condition of approval. If the use or construction work is not started within the required time and carried on diligently to completion, the permit shall become void; however, the reviewing body or Director, may extend the time limit in the case of unavoidable delay. The applicant must submit a written request to the reviewing body Director for a time extension at least thirty days before the original time limit expires. Consideration of a time extension does not require a public hearing even if a hearing was required for the original permit.
- **SECTION 6.** The following sections of Chapter 21.02.040 are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:
- 21.02.040 Development plan review.
- A. Purpose. This section provides procedures whereby development plans can be reviewed to ensure orderly development, aesthetic design, safe and harmonious placement and to:
- 1. Prevent or minimize adverse impacts on property in the vicinity;
- 2. Implement the general plan and applicable specific plans;
- 3. Protect the public health, safety and welfare;
- 4. Site structures and other improvements in a manner that is in harmony with the terrain and existing developments in the vicinity;
- 5. Encourage and promote energy-efficient design.
- B. Projects requiring development plan review (the reviewing body is in parenthesis):
- 1. Hillside development (commission);

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2. Multiple-family projects—Apartments, condominiums and cooperatives (commission);

<u>a. 1-10 dwelling units, 1-10 units, allow by-right (Applicants apply directly for building permits);</u>

b. 11-25 dwelling units (director);

c. More than 25 dwelling units (commission);

- 3. Construction of non-residential building area over five thousand square feet (commission);
- 4. Planned redevelopment (commission, council);
- 5. Planned development (commission, council);
- 6. Civic Center Area plan development, exclusive of permits for signage and awnings (commission);
- 7. Mobilehome park overlay development (commission);
- 8. Second story construction for all single-family residential zones including hillside lots (director);
- 9. Non-residential construction greater than two stories (commission);
- 10. Mixed-Use development (commission);
- 11. Temporary structures (commission);
- 12. Relocated structures (commission);
- 13. Tennis courts (commission);
- 14. Public facilities located in residential zones (commission);
- 15. Recycling facilities, except single-feed vending machines (director);
- 16. Open space development (commission);
- 17. Gated communities (commission council);
- 18. Radio and television broadcasting antennae, private transmitting antennae and satellite receiving antennae (director);
- 19. Cantilevered decking (director).

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- **SECTION 7.** The following sections of Chapter 21.03.030 are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:
- 21.03.030 Nonconforming lots, structures, improvements, and uses.
- A. Purpose. This section is intended to regulate the use and development of nonconforming lots, the use and alteration of nonconforming structures and improvements, and the continuation of nonconforming uses.
- B. Nonconforming Lots. A nonconforming lot may be used, developed, or improved subject to the following:
- 1. A nonconforming lot shall only be allowed those uses that are permitted by the underlying zone and such uses shall be subject to all other provisions of this title. (Exception: See nonconforming uses in subsection D of this section.)
- 2. A nonconforming lot, other than a multifamily zoned lot, may be developed or improved provided that the nonconforming lot was legally created and the development or improvement and uses conforms to all provisions of the Glendora Municipal Code, including the standards of the applicable zone, with the exception of the nonconforming lot size, dimension or configuration. A nonconforming lot may not be developed or improved if the development or improvement does not conform to all provisions of the Glendora Municipal Code, except for lot size, dimension or configuration, unless a nonconforming lot development plan review permit is granted pursuant to Section 21.02.045 of this title and the nonconforming lot was legally created. A multifamily zoned lot which is nonconforming in lot size, dimension and configuration shall obtain approval of a nonconforming lot development plan review.
- 3. Nonconforming lots may be merged and/or reconfigured with conforming or nonconforming lots to create the same or fewer number of lots but which conform more closely to the applicable standards of the underlying zone subject to all other provisions of this title., provided that the resulting lot(s) sizes and dimensions are not deficient by more than ten percent of the requirements of the underlying zone.
- C. Nonconforming Structures and Improvements. A nonconforming structure or improvement may be used or altered subject to the following:
- 1. A nonconforming structure or improvement shall only be used for those uses that are permitted by the underlying zone and such uses shall be subject to all other provisions of this title. (Exception: See nonconforming uses in subsection D of this section.)
- 2. An addition to a nonconforming structure or improvement shall be subject to the applicable standards of the underlying zone and all other provisions of this title; however, the nonconforming structure or improvement shall not be required to conform to the provisions of this title.

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- 3. The repair, maintenance, renovation, rehabilitation, or partial replacement of a nonconforming structure or improvement shall not result in a greater nonconformity to the provisions of this title.
- 4. The complete replacement of a nonconforming structure or improvement shall require that the replacement conform to the provisions of this title, unless the planning commission approves a request for an exception.
- 5. If the use of a nonconforming structure or improvement is discontinued for a period of one hundred eighty days or more, the nonconforming structure or improvement shall be removed or altered to conform to the provisions of this title, unless the planning commission approves a request for an extension of time.
- D. Nonconforming Uses. The continuance of a nonconforming use is subject to the following:
- 1. A nonconforming use that is expanded, intensified, altered, terminated, abandoned, or discontinued for a period of one hundred eighty days or more shall be removed or altered to conform to the provisions of this title, unless the planning commission approves a request for a conditional use permit.
- 2. The development or improvement of any property shall require that all nonconforming uses be removed or altered to conform to the provisions of this title, unless the planning commission approves a request for a conditional use permit.
- 3. No nonconforming use may be expanded, intensified, or altered, unless the planning commission approves a request for a conditional use permit.
- **SECTION 8.** The following sections of Chapter 21.04.020 are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

21.04.020 Multiple-family residence.

- A. Purpose. The purpose of the multiple-family residential zones is to provide for the development of multiple-family residences and compatible uses in a manner that harmonizes with the residential character of the city. This designation is intended for medium to high density residential development. The multiple-family residence zones are:
 - 1. R-2 (Restricted multiple-family residence);
 - 2. R-3 (Multiple-family residence);
 - 3. GA (Garden apartments);
 - 4. LGA (Limited garden apartments).

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B. Permitted Uses.

- 1. Multiple-Family Residences and Accessory Buildings. Development shall be subject to development plan review prior to the issuance of permits in accordance with Section 21.02.040.
- 2. Single-Family Residence Zone Uses. Uses permitted in the single-family residence zones subject to the development standards of the R-1 single-family zone.
- 3. City Facilities. Development shall be subject to development plan review prior to the issuance of permits in accordance with Section <u>21.02.040</u>.
- 4. Supportive housing, and transitional housing.
- C. Uses Permitted Subject to Conditional Use Permit.
 - 1. Uses permitted subject to a conditional use permit in the single-family residence zones;
 - 2. Retention of an existing single-family residence or accessory building on property being developed with multiple-family residences, with the exception of properties being developed with an accessory dwelling unit.
- D. Development Standards.
 - 1. Multiple-Family Residences. Lot area, lot area per unit, lot width, lot depth, floor areas, building heights and setbacks shall be as specified in Table B (see appendix).
 - 2. Accessory Buildings. The following requirements shall apply to accessory buildings with the exception of properties that include an accessory dwelling unit as defined in Section 21.01.020(C) and required by Section 21.04.040 of this title:
 - a. The floor area of a detached accessory building shall not exceed one thousand six hundred square feet.
 - b. The maximum height shall be fifteen sixteen (16) feet, but not exceeding one story.
 - c. Detached accessory buildings shall be set back a minimum of three four (4) feet from side and rear property lines and located no closer to a street than the main building or the front and street side yard setbacks, whichever distance is greater.
 - d. Detached accessory buildings with direct vehicular access from a public alley shall be located a minimum of twenty-five feet from the opposite side of the alley.
 - e. Attached accessory buildings shall be subject to the setback requirements of the main buildings.

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[NOTE: THE REMAINDER OF THE TEXT OF SECTION 21.04.020 IS NOT INCLUDED AS NO FURTHER CHANGES ARE PROPOSED BY THIS ORDINANCE]

SECTION 9. The following portion of Table 6-1 of Chapter 21.10.330 is hereby amended as shown below with unaltered text provided for context and deleted text shown stricken through as follows:

Table 6-1 Allowable Uses and Permit Requirements Route 66 Specific Plan Subdistricts

Permit Requirement by District

Land Use	BG	GCG	GRG	TCMU	GLG	CRR	RSC	LHG	TCO	Notes:
Mixed-Use	P	_	_	P	_	_	_	_	_	1 acre minimum lot size
Developments										required
Retail/Office and										_
Residential										

SECTION 10. The following portions of Table 6-2 set forth in Chapter 21.10.350, are hereby amended as shown below with unaltered text provided for context and added text in **bold italic** and deleted text shown stricken through as follows:

Table 6-2

General Development Standards

Requirements by Individual Zoning Subdistrict

. . . .

Development Feature	RSC Route 66 Serv. Comm.	TCMU Town Center Mixed Use
Floor Area Ratio	0.30 FAR	0.50 FAR (commercial);
		1.0 FAR (mixed-use). Structured parking not included in FAR calculation.
Dwelling Units (du/ac)		30 du/ac maximum, 24 du/ac minimum (4)
Setbacks Required		
Front (Building)	20 feet	15 feet
Front (Parking)	10 feet	5 feet; landscaping required
Side (each)	0 feet; when abutting residential, 10 feet. Additional setbacks may be imposed during design review process	0 feet; when abutting residential, 10 feet for first 2 stories above ground level. Thereafter, 5 feet for each additional story. Additional setbacks may be imposed during design review process
Street side	20 feet	15 feet

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Development Feature	RSC Route 66 Serv. Comm.	TCMU Town Center Mixed Use		
Rear(1)	0 feet; when abutting residential, 10	0 feet; when abutting residential, 10 feet		
	feet. Additional setbacks may be	for first 2 stories above ground level.		
	imposed during design review	Thereafter, 5 feet for each additional		
	process	story. Additional setbacks may be		
		imposed during design review process		
Minimum Required Street Frontage	300 feet	150 feet		
Maximum Height Limit	35 feet/2 stories; whichever is less	45 feet/3 stories; whichever is less(3)		
Accessory Structures	See Section 21.10.400 (Accessory Use	s and Structures)		
Landscaping Requirements	See Section 21.10.380 (Landscaping Standards)			
Parking	See Section 21.10.370 (Parking Standards)			
Signs	See Section 21.10.390 (Sign Standards			

Development Feature	GCG Grand Commercial Gateway	BG Barranca Gateway			
Floor Area Ratio	0.35 FAR	0.35 FAR (commercial); 0.75 FAR			
		(mixed-use). Structured parking not included in FAR calculation.			
Dwelling Units (du/ac)	-	30 du/ac maximum, 24 du/ac minimum			
		(4)			
Setbacks Required					
Front (Building)	20 feet; parcels providing frontage along Route 66 shall require 15 feet	15 feet			
Front (Parking)	10 feet	5 feet; landscaping required			
Side (each)	0 feet; when abutting residential, 10 feet. Additional setbacks may be imposed during design review process	0 feet; when abutting residential, 10 feet. Additional setbacks may be imposed during design review process			
Street side	20 feet	15 feet			
Rear (1)	0 feet; when abutting residential, 10 feet. Additional setbacks may be imposed during design review process	0 feet; when abutting residential, 10 feet. Additional setbacks may be imposed during design review process			
Minimum Required Street Frontage	150 feet	150 feet			
Maximum Height Limit	35 feet/2 stories; whichever is less	45 feet/3 stories; whichever is less (3)			
Accessory Structures	See Section 21.10.400 (Accessory Uses and Structures)				
Landscaping Requirements	See Section 21.10.380 (Landscaping Standards)				
Parking	See Section 21.10.370 (Parking Standards)				
Signs	See Section 21.10.390 (Sign Standards)				

....

Notes:

- (1) Not required when rear property line is adjacent to flood control channels, railroads or public utility right-of-way.
- (2) Diagram A illustrates the corner radius concept.
- (3) No structure or any portion or appurtenance shall exceed 45 feet in height.
- (4) Minimum du/ac (80% of max density) at designated RHNA housing sites only.

SECTION 11. The following sections of Table A set forth under Chapter 21.A.A of the GMC are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

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Table A Development Standards Single-Family Residence Zones

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth	Minimum Front Setback ***	Minimum Side Setback	Minimum Street Side Setback	Minimum Rear Setback	Maximum Floor Area	Maximum Second Floor Area	Maximum Height		
R1	7,500 sq ft	70 ft	100 ft	20 ft f	5 ft (1st story) 5 ft (2nd story)	10 ft	25 ft 4 ft (1 st story) 25 ft (2 nd story)	not including a 400 sq ft	excluding a	not to		
E3	8,000 sq ft	70 ft	25 ft	25 ft	7-ft	15 ft 35 ft		attached or detached	400 sq ft			
E4	8,500 sq ft	75 ft					4 ft (1st story) 7 ft (2nd story)		4 ft (1st story)	4 ft (1st story)	garage	age garage
E5	10,500 sq ft	85 ft			7 ji (2 siory)		33 ji (2 3101 y)	****	*****			
E6	12,500 sq ft 15,000 sq ft											
E7	See official zoning map	100 ft										
RHR	43,560 sq ft	200 ft **	200 ft **		30 ft side yards s least 30% of th ****		50 ft or 20% of lot depth, whichever is greater ****					

SECTION 12: The following sections of Chapter 21.04.010 of the GMC are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

21.04.010 Single-family residence.

- A. Purpose. The purpose of single-family residential zones is to protect and promote the unique single-family nature of the city by limiting the uses in such zones to residential and residentially compatible uses and by requiring standards for the use, maintenance and development of single-family residential zoned properties. The single-family residence zones are:
 - 1. R-1 (Single-family residential);
 - 2. E-3, E-4, E-5, E-6 and E-7 (Single-family estate);
 - 3. RHR (Rural hillside residential).

B. Permitted Uses.

1. Single-Family Residences and Accessory Buildings. One single-family residence, an accessory dwelling unit, a junior accessory dwelling unit, and accessory buildings.

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- 2. Home Occupations as an Accessory Use to a Single-Family Residence. The establishment and conduct of home occupations shall comply with all of the following requirements to ensure that the use will be compatible with, and not detrimental to, the neighborhood:
 - a. There shall be no exterior evidence of the conduct of a home occupation.
 - b. The home occupation shall be conducted only within the enclosed living area of the residence or an enclosed, roofed accessory building.
 - c. There shall be no storage of hazardous materials.
 - d. Only the residents of the residence shall be engaged in the home occupation.
 - e. There shall be no sale of goods on the premises.
 - f. The establishment and conduct of the home occupation shall not change the principal character of the residence.
 - g. There shall be no signs posted other than those permitted in the zone in which the residence is located.
 - h. The required residential off-street parking shall be maintained.
 - i. The conduct of the home occupation shall not create greater vehicular or pedestrian traffic than is normal for the zone in which it is located.
 - j. There shall be no outside storage of goods, supplies, equipment or other materials.
 - k. There shall be no pickups or delivery of goods, supplies, equipment, or other materials, except between the hours of seven a.m. and six p.m.
 - 1. The conduct of the home occupation use shall not create noise levels in excess of those permitted in the zone in which the residence is located.
- 3. Boarding House. Except as otherwise permitted by state or federal law, a boarding house is prohibited in single-family zones. Any boarding house use which is nonconforming by reason of adoption of this subsection or any amendment thereto or by annexation to the city of territory upon which a boarding house is located shall be abated, that is, removed or made to comply with the provisions of this chapter, within six months.
- 4. Care facilities including intermediate care facility/developmentally disabled habilitative which serves six or fewer persons or an intermediate care facility/developmentally disabled-nursing which serves six or fewer persons or a congregate living health facility, a "residential facility" defined by Section 1502 of the <u>Health and Safety Code</u>, or a "residential care facility" defined by the <u>Health and Safety Code</u> Section 1568.013

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shall be considered a residential use of property and shall comply with the provisions of this chapter.

- C. Uses Permitted Subject to Conditional Use Permit.
 - 1. Churches;
 - 2. Educational schools;
 - 3. Lodge halls;
 - 4. Child daycare centers in conjunction with a church;
 - 5. Outdoor swap meets.
- D. Development Standards.
 - 1. Single-Family Residences. The minimum lot area, lot width, lot depth, floor area, setbacks and building height shall be as specified in Table A (see appendix to this title).
 - 2. Accessory Buildings (Excluding Accessory Dwelling Units and SB 9 Secondary Units).
 - a. There shall be no more than two detached accessory buildings on any one parcel.
 - b. The totaled floor area of all detached accessory buildings, including one detached accessory dwelling unit, shall not exceed one thousand square feet.
 - c. The maximum height shall be sixteen feet, but not exceeding one story.
 - d. Detached accessory buildings shall be set back a minimum of three *four* feet from side and rear property lines and located no closer to a street than the front and street side yard setbacks.
 - e. Attached accessory buildings shall be subject to the setback requirements of the single-family residence zones as specified in Table A (See Appendix to this title).

[NOTE – THE REMAINDER OF THE TEXT OF CHAPTER 21.04.010 OF THE GMC IS NOT INCLUDED AS NO FURTHER CHANGES ARE PROPOSED BY THIS ORDINANCE]

SECTION 13. The following provisions of Table B set forth in Chapter 21.A.B of the GMC are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

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Table B
Development Standards
Multiple Family Residence Zones

Zone	Min. Lot Area	Min. Lot Area Per Unit	Min. Lot Width	Min. Lot Depth	Min. Front Setback		Min. Street Side Setback	Min. Re Setback	nr Max. Height	Min. Floor Area Bachelor	Min. Floor Area 1 Bdr	Min. Floor Area 2 Bdr	Min. Floor Area 3 Bdr	Min. Floor Area 4 Bdr
LGA	40,000 sq ft	5,500 sq ft	120 ft	125 ft	20 ft	5 ft: one story—10		4 ft (1st stor	1	600 sq ft	800-sq ft	1,000 sq ft	1,200 sq ft	1,400 sq-ft
GA	40,000 sq ft	4,000 sq ft	120 ft			4 ft (1st story) 10 ft (2nd	1	20 ft (2 story)	not to exceed 25 ft—					
R2	10,000 sq ft	3,000 sq ft	80 ft			story)			20 ft within					
R3	10,000 sq ft	2,200 sq ft	80 ft						40 ft of an SFR zone					

SECTION 14. The following sections of Chapter 21.A.E Table E of the GMC are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

Table E
Zoning Actions and Appropriate Reviewing Body

	Planning Director	Planning Commission	City Council
1	Administrative Review	Commercial Construction over 5,000 sq. ft.	Gated Communities*
2	Cantilevered Decking	Conditional Use Permits	General Plan Amendments*
3	Lot Line Adjustments	Hillside Development with Grading	Planned Redevelopment*
4	Minor Conditional Use Permit	Civic Center Area Plan Development	Final Maps
5	Minor Modifications	Mobilehome Park Overlay	Planned Development*
6	Radio and Television Broadcasting Antennae, Private Transmitting Antennae and Satellite Receiving Antennae	Multifamily Residential Projects - More than 25 dwelling units	Specific Plans*
7	Recycling Facilities	Open Space Development	Subdivisions*
8	Single-Family Second-Story Construction	Public Facilities Located in Residential Zones	Zoning Amendments*

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9	Multifamily Residential Projects – 11-25 dwelling units	Wireless Telecommunications Facilities	Zone Changes*
10		Relocated Structures	Development Incentives*
11		Construction Within HPOZ and/or Historic Landmark Property	
12		Temporary Structures	
13		Tennis Courts	
14		Variances	

^{*} For these applications, the planning commission makes a recommendation to city council.

SECTION 15. The following sections of Chapter 2.31 Exhibit 2.3 of the Arrow Highway Specific Plan are hereby amended as shown below with unaltered text provided for context and added text in *bold italic* and deleted text shown stricken through as follows:

Exhibit 2.3 Land Use Zones	Zone	Maximum DU/AC & FAR	Maximum Height* and Related Standards *Additional height may be allowed for visual relief and excellence in design, per Planning Director's authorization		
		Residential Uses			
Corridor High Density Residential	C-HR	30 DU/AC Maximum, 24 DU/AC minimum (1)	3 stories, not to exceed 45 feet Ground floor shall provide a minimum of 10 feet in interior height (finished floor to ceiling).		
Corridor Medium High Density Residential	C-R3	20 DU/AC maximum, 16 DU/AC minimum (1)	2 stories, not to exceed 25 feet		
Corridor Buffer Residential	C-BR	20 DU/AC maximum, 16 DU/AC minimum (1)	2 stories, not to exceed 25 feet 1 acre minimum parcel size		
Corridor Medium Density Residential	C-R2	15 DU/AC maximum, 12 DU/AC minimum (1)	2 stories, not to exceed 25 feet		

Nonresidential Uses							
Corridor Commercial	C-C3	0.5 FAR	2 stories, not to exceed 35 feet Ground floor shall provide a minimum of 14 feet in interior height (finished floor-to-ceiling), subject to review and exception by the Planning Director.				
Corridor Industrial	C-I	0.5 FAR	2 stories, not exceed 35 feet Ground floor shall provide a minimum of 14 feet in interior (finished floor-to-ceiling) height, subject to review and exception by the Planning Director.				

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Office/Light Industrial Mixed-Use	MU-I	0.5 FAR	2 stories, not to exceed 35 feet Ground floor shall provide a minimum of 14 feet in interior (finished floor-to-ceiling) height, subject to review and exception by the Planning Director. Minimum parcel for mixed-use development is 1 acre.			
Transition Mixed-Use	MU-T	Mixed-Use: Residential/ Commercial 30 DU/AC maximum, 24 DU/AC minimum (1) 1.0 FAR Single Use: Commercial 0.5 FAR Single Use: 30 DU/AC maximum, 24 DU/AC minimum (1)	3 stories, not to exceed 45 feet Ground floor 10' minimum interior Minimum parcel for mixed-use development is 1 acre.			
		Mixed-Use U	ses			
Commercial Core Mixed-Use	MU-CC	Mixed-Use: Residential/ Commercial 30 DU/AC maximum, 24 DU/AC minimum (1) 1.0 FAR Single Use: Commercial 0.5 FAR Single Use: Residential 30 DU/AC maximum,	3 stories, not to exceed 45 feet Residential (single use or mixed-use) - Ground floor shall provide a minimum of 10 feet in interior (finished floor to ceiling) height. Nonresidential (single use or mixed-use) - Ground floor shall provide a minimum of 14 feet in interior (finished floor to ceiling) height, subject to review and exception by the Planning Director. Minimum parcel for mixed-use or residential is 1-acre.			
Neighborhood Commercial Mixed-Use	MU-NC	24 DU/AC minimum (1) Mixed-Use: Residential/ Commercial 30 DU/AC maximum, 24 DU/AC minimum (1) 1.0 FAR Single Use: Commercial 0.50 FAR Single Use: Residential 30 DU/AC maximum,	3 stories, not to exceed 45 feet Residential (single use or mixed-use) - Ground floor shall provide a minimum of 10 feet in interior (finished floor to ceiling) height. Nonresidential (single use or mixed-use) - Ground floor shall provide a minimum of 14 feet in interior (finished floor to ceiling) height, subject to review and exception by the Planning Director. Minimum parcel for mixed-use or residential is 1 acre.			
Open Space/Trail		24 DU/AC minimum (1)	anatod DUNA housing sites only			

⁽¹⁾ Minimum du/ac (80% of max density) at designated RHNA housing sites only.

Ordinance No. ____

SECTION 16. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 17. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

adoption.	101 16. This Ordinance shall	become effective unity days after the date of its
PASSED and	ADOPTED this day of	, 2023.
		City Council of Glendora, California
		BY:
		GARY BOYER Mayor
APPROVED Aleshire & W	AS TO FORM: ynder, LLP	
WILLIAM W City Attorney		
CERTIFICA	TION	
certify that the 2023. Therea	e foregoing Ordinance was intro	duced for first reading on the day of, proved and adopted at a regular meeting of the City y the following roll call vote:
	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS:	
		vas published as required by law in a newspaper of alifornia on the day of, 2023.
Ordinance No		Page 21 of 22

Dated:	
	KATHLEEN R. SESSMAN
	City Clerk/Communications Director

Ordinance No. ____ Page 22 of 22



NOTICE OF PUBLIC HEARING Planning Commission

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Glendora will hold a public hearing pursuant to §21.01.030(E) and §21.13 of the Glendora Municipal Code in the City Council Chamber of City Hall, 116 E. Foothill Boulevard, Glendora, California, to receive and consider all evidence and reports relating to the following application/project:

NOTICE IS FURTHER GIVEN that in the event that a state of emergency is in effect and that COVID protocols are imposed that require masking, vaccination verification and/or social distancing are in effect at the time scheduled to conduct this public hearing, it may be necessary to conduct a virtual City Council meeting utilizing the Zoom Video Communications platform. Enter meeting ID# cityofglenodra.org/zoom.

Hearing Date: Tuesday, December 12, 2023 at 7:00 p.m.

Case Number: PLN23-0016

Subject Property: Citywide

Request: City Council adoption of an ordinance of the City Council of the City of

Glendora, California amending certain sections of Title 20 (Subdivisions) and Title 21 (Zoning) of the Glendora Municipal Code in order to implement various housing production actions from the 6th RHNA Cycle (2021-2029)

General Plan Housing Element (Project PLN23-0016).

Applicant: City of Glendora

General Plan / Zoning: The ordinance applies to all General Plan areas, Specific Plan areas, and

Zoning districts

Environmental: The City of Glendora, as the lead agency, is responsible for preparing

environmental documentation in accordance with the California Environmental Quality Act (CEQA). On December 13, 2022, the Glendora City Council adopted a new General Plan Housing Element in compliance with the 6th RHNA Cycle (2021-2029), and an Initial Study and Negative Declaration (IS/ND) were prepared [State Clearinghouse #2017041043]. The zoning amendments are consistent with the residential densities and total units considered in the IS/ND. Finally, the amendments are mostly minor code changes to develop standards and/or general/administrative processes which will not result in significant effects on the environment.

Contact Person: Hans Friedel AICP, Principal Planner

hfriedel@cityofglendora.org / (626) 914-4818

All interested parties are invited to attend said hearing and express their views on this matter. Should you be unable to attend the public hearing, your comments must be made in writing and delivered to the City Clerk prior to the scheduled hearing date. Related documents are on file for public inspection and copying for the cost of duplication, at the office of the City Clerk, 116 E. Foothill Blvd, Glendora, California, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of holidays.

Further information on this item may be obtained or viewed at the following locations commencing on (November 30, 2023):

1. OFFICE OF THE CITY CLERK:

Glendora City Hall City Clerk's Office 116 E. Foothill Boulevard Glendora, CA 91741 (626) 914-8210

2. COMMUNITY DEVELOPMENT DEPT:

Glendora City Hall Planning Division 116 E. Foothill Boulevard Glendora, CA 91741 (626) 914-8292

If you challenge this action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

Kathleen R. Sessman, MMC City Clerk/Communications Director

Published: Thursday, November 30, 2023 (San Gabriel Valley Examiner)

CERTIFICATION

I, hereby certify that I posted a copy of this Notice on the bulletin board outside the City Hall Council Chamber, 116 E. Foothill Boulevard on November 30, 2023.

Kathleen R. Sessman, MMC City Clerk/Communications Director



PUBLIC NOTICE SUMMARY OF PROPOSED ORDINANCE

(AS PRESCRIBED BY GOVERNMENT CODE SECTION 36933 (c) (1))

NOTICE IS HEREBY GIVEN THAT at their meeting held Tuesday, December 12, 2023, the Glendora City Council introduced for first reading, proposed **Ordinance XXXX**, which if approved, will amend certain sections of Title 20 (Subdivisions) and Title 21 (Zoning) of the Glendora Municipal Code in order to implement various housing production actions from the 6th RHNA Cycle (2021-2029) General Plan Housing Element (Project PLN23-0016). The City Council will consider adoption of said ordinance at their meeting (January 9, 2024 2nd reading/adoption), at 7:00 p.m., in the Council Chamber, 116 E. Foothill Boulevard, Glendora, CA.

A full-text copy of the ordinance may be reviewed in the Office of the City Clerk of the City of Glendora at Glendora City Hall, 116 E. Foothill Boulevard, California, and online at www.cityofglendora.org under public notices.

Said ordinance will become effective 30 days after adoption.

The foregoing Ordinance was introduced for first reading at a Regular Meeting of the Glendora City Council by the following roll call vote:

AYES: COUNCILMEMBERS: XXXXXXXX

NOES: COUNCILMEMBERS: None. ABSENT: COUNCILMEMBERS: None. ABSTAIN: COUNCILMEMBERS: None.

Dated: XXXX, XX 2023 Kathleen R. Sessman, MMC

City Clerk/Communications Director

Published in San Gabriel Valley Examiner: November 30, 2023

RESOLUTION CC 2022-62

A RESOLUTION OF THE CITY COUNCIL APPROVING A GENERAL PLAN AMENDMENT ADOPTING THE 2021-2029 GENERAL PLAN HOUSING ELEMENT, AND COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE CITY COUNCIL City of Glendora, California

WHEREAS, the City of Glendora has adopted a General Plan, which includes all the elements mandated by California Government Code Section 65302; and

WHEREAS, Government Code Section 65583 requires that a city's General Plan Housing Element consist of an identification analysis of existing and projected housing needs; a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, and scheduled programs for the preservation, improvement, and development of housing; and the identification of adequate sites for housing, making adequate provision for the existing and projected needs of all economic segments of the community, and an analysis of the relationship of sites identified in the land inventory to the jurisdiction's duty to affirmatively further fair housing; and

WHEREAS, based on general development trends resulting from continuously rising land values, changes in desired land uses, COVID-impacted business shifts and closures, aging structures, deferred maintenance, underutilized properties, rising demand for housing, and other factors as identified in the development trends discussion in the Housing Element, the existing uses on the sites identified in the sites inventory to accommodate lower income RHNA are likely to be discontinued during the planning period, and therefore do not constitute an impediment to additional residential development during the planning period; and

WHEREAS, Government Code 65583(c)(7) requires that the local government make a diligent effort to achieve public participation, the City advertised and held public workshop meetings with the Planning Commission on November 17, 2020, April 6, 2021, and May 4, 2021, and the City Council on June 3, 2021; and

WHEREAS, on August 24, 2021, the City Council authorized submittal of the draft Housing Element to the State Department of Housing and Community Development for review, received comments and submitted a first revised draft on December 21, 2021, and Pursuant to Government Code 65585(b)(1), the first revised draft was available in excess of 30 days for public review and comment; and

WHEREAS, the City has revised the draft Housing Element to comply with State housing element law; and

WHEREAS, the Planning Commission recommended approval of a negative declaration pursuant to the California Environmental Quality Act and approval of the 2021-2029 General Plan Housing Element at a public hearing on November 15, 2022 after due notice was given as required by law, at which time oral and documentary evidence was introduced; and

WHEREAS, the City Council held a public hearing on December 13, 2022, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the recommendation of the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby adopts a Negative Declaration pursuant to the California Environmental Quality Act.

SECTION 2. The City Council hereby approves a General Plan Amendment to adopt the 2021-2029 General Plan Housing Element, which is attached hereto as "Exhibit A" and made a part hereof.

SECTION 3. The City Council authorizes the Community Development Director to submit the 2021-2029 General Plan Housing Element to the State Department of Housing and Community Development and make technical non-substantive changes as required for State certification.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and **PASSED** this 13th day of December, 2022.

City Council of Glendora, CA

BY: Gary Boyer

GARY BOYER Mayor

DocuSigned by:

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

DocuSigned by:

William W. Wynder

WILLIAM W. WYNDER

City Attorney

Resolution CC 2022-62 Page 2 of 3

CERTIFICATION

I, Kathleen R. Sessman, City Clerk/Communications Director of the City of Glendora, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the 13th day of December, 2022, by the following vote:

AYES: COUNCIL MEMBERS: Allawos, Davis, Fredendall, Thompson and Boyer.

NOES: COUNCIL MEMBERS: None. ABSENT: COUNCIL MEMBERS: None. ABSTAIN: COUNCIL MEMBERS: None.

Dated: December 14, 2022

Docusigned by: Kathleen Sessman

KATHLEEN R. SESSMAN

City Clerk/Communications Director

City of Glendora 2021-2029 Housing Element



Draft August 2021

Revised November 2021, July 2022, and October 2022

Community Development Department 116 East Foothill Boulevard Glendora, CA 91741

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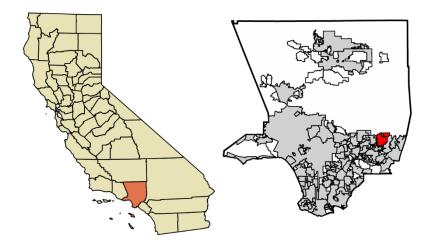
1. INTRODUCTION

The Housing Element represents an awareness of the need within the City of Glendora to assure that housing is provided for all economic segments of the community. The Element also satisfies the legal requirements that housing policy be a part of the General Plan. This Glendora Housing Element is in compliance with the 2021-2029 6th housing cycle update for jurisdictions in the Southern California Association of Governments (SCAG) region.

A. Community Context

Located in Los Angeles County, at the base of the San Gabriel Mountains in the eastern San Gabriel Valley, Glendora began as a small citrus-producing community until the 1950s, when the community gradually transformed into a more diversified residential-based community. The City of Glendora has grown from a small community of approximately 2,000 residents around the time of its incorporation in 1911 to 51,773 residents according to the 2018 American Community Survey (ACS) five-year estimates.

Glendora remains a family-oriented community with large parks and open-space, excellent public and private schools, and one of the lowest crime rates in Los Angeles County. In addition, Glendora residents benefit from comprehensive community services, including a state-of-the-art library. Glendora is noted for its community spirit and extensive citizen participation in community life, reflected in its motto "Pride of the Foothills."



The City's housing stock offers a range of housing opportunities, from older single-family neighborhoods in the downtown Village area to newer homes in the northern foothills. Meanwhile, the southern portion of the City has more affordable housing opportunities. Although home prices have been significantly increasing recently, in 2018 SCAG reported that the median home sales price for Glendora was \$587,000 for a single-family residence.

Although the improvement in the economy during the past few years has spurred residential development, it has caused a rapid increase in housing and land prices. These increases place an increasingly higher burden upon lower income individuals and families, seniors, the disabled, large families, and other persons with special housing needs.

Glendora will face important housing issues during this housing element cycle including the following: a balance between employment and housing opportunities; a match between the supply of and demand for housing; preserving and enhancing affordability to provide housing for all segments of the population; preserving the quality of the housing stock; and providing new types of housing necessary to accommodate changes in the characteristics of the residents. This Housing Element provides policies and programs to address these issues.

B. Role of Housing Element

The Housing Element is concerned with specifically identifying ways in which the housing needs of the existing and future resident population can be met. This Housing Element covers the planning period of October 15, 2021 through October 15, 2029, and identifies strategies and programs that focus on:

- Conserving and improving existing affordable housing;
- Providing adequate housing sites;
- Assisting in the development of affordable housing;
- Removing governmental and other constraints to housing development; and
- Promoting equal housing opportunities.

An important goal of this Element is to preserve the character of existing single-family residential neighborhoods and continue to improve the higher density neighborhoods. Diversity in the types of housing in the City is necessary to accommodate a population with varying socioeconomic needs. This Housing Element provides policies and programs to address these issues.

The Glendora Housing Element consists of the following major components:

- Introduction: An overview of the purpose and contents of the Housing Element (Section 1):
- Housing Needs Assessment: An analysis of the demographic and housing characteristics and trends (Section 2);
- Housing Constraints: A review of potential market, governmental, and environmental constraints to meeting the identified housing needs (Section 3);
- Housing Resources: An evaluation of resources available to address housing goals (Section 4);
- Housing Plan: A statement of the Housing Plan to address the identified housing needs, including housing goals, policies and programs (Section 5).

C. Data Sources

Various sources of information were used to prepare the Housing Element. The 2018 American Community Survey (ACS)¹ five-year estimates provide the basis for population, household and demographic characteristics. The 2018 ACS is used because that is consistent with the data provided by SCAG for the Housing Element update and that is pre-approved by the State Department of Housing and Community Development. In addition, the 2018 ACS and 2010 Census data must be used in the Housing Element to ensure consistency with other Regional, State, and federal housing plans. However, several data sources were used to supplement and update the 2018 ACS and 2010 Census as follows:

- Housing market information, such as home sales, rents, and vacancies, is updated by City records and property tax assessor files;
- Public and nonprofit agencies are consulted for data on special needs groups, the services available to them, and gaps in the system; and
- Lending patterns for home purchase and home improvement loans are provided through the Home Mortgage Disclosure Act (HMDA) database.

D. Public Participation

Opportunities for residents to recommend strategies, review, and comment on Glendora's Housing Element are an important component in addressing the City's housing needs. This section describes the public outreach process undertaken by the City in crafting the goals, policies, and programs in this Housing Element.

Housing Element Outreach Process

The City held a Public Workshop before the Planning Commission on November 17, 2020, to introduce the Housing Element Update process and to solicit information from the community on how to best address anticipated housing issues in the community. To ensure that all economic segments of the community maintain involvement throughout the Housing Element update process, the City advertised the Public Workshop through:

- Social Media Posts;
- Special invitations sent out to local service providers, housing developers, and community groups that serve lower income and special needs groups; and
- Information posted on the City's website

based on proportions rather than absolute figures.

In addition, three public workshops were held to discuss potential opportunity sites for the Housing Element. Two opportunity site workshops were held with the Planning Commission on April 6, 2021 and May 4, 2021, and the City Council considered opportunity sites on June 3, 2021. City staff revised the sites inventory in response to comments received at the Planning

The 2010 Census no longer collects detailed household and demographic information through the "long form." Instead, detailed information is collected through a series of smaller surveys known as the American Community Surveys (ACS). Different data are collected every one, three, or five years and vary depending on the size of the jurisdiction. Results are averages over the survey timeframe. Therefore, multiple ACS datasets are used in this Housing Element, depending on the specific variable in question. Also, because ACS datasets are sample data extrapolated to represent the entire community, the extrapolated total does not precisely equal to the 100 percent of the population. The Census Bureau recommends when using ACS data, focuses on the relative magnitude

Commission workshops. The revised approach to the sites inventory was then presented to the City Council and their recommendations were addressed in the Draft Housing Element available for public review. No additional public comments were received during these meetings.

On August 24, 2021, the City held a public study session before the City Council to introduce the Public Review Draft Housing Element. To ensure that all economic segments of the community maintained involvement throughout the Housing Element update process, the City advertised the study session through the same venues as previously noted. The Draft Housing Element was available for public review along with the posting of the agenda. The Draft Housing Element was made available to the public on August 17, 2021.

On April 25, 2022, the City conducted a joint Planning Commission and City Council meeting to review actions recommended by staff to address constraints and to facilitate the development of housing in the City. A series of recommendations to address development standards (such as height and density) and to address review process (such as noticing requirements and approval bodies) were presented to the Planning Commission and City Council. Members of the Planning Commission and City Council discussed each of the proposed actions for its merits and appropriateness for the community.

The City sent direct emails to groups that serve or represent the interest of lower income and special needs residents to engage those populations. Additionally, meetings were posted on the City's social media accounts. The City reached out to the following groups and organizations:

- Californians for Homeownership
- Catholic Charities of Los Angeles
- Church of the Brethren
- Cornerstone Bible Church
- East San Gabriel Valley Coalition for the Homeless
- First Christian Church
- Foothill Church
- Glendora Alliance Church
- Glendora Community Church
- Glendora Coordinating Council
- Glenkirk Presbyterian Church
- Grace Church of Glendora
- Hawkey Consulting
- Heritage Housing Partners
- Hollywood Community Housing Corporation
- Hope Lutheran Church
- Housing Rights Center
- Inland Valley Hope Partners
- Jamboree Housing
- Journey Seventh-Day Adventist
- League of Women Voters
- Ludwick Family Foundation
- Making Housing Happen
- New Beginning Community Ministries
- New Community Four Square
- Pomona Valley Habitat for Humanity

- Project Sister Family Services
- Prototypes Women, Children & Communities in Need
- Saint Dorothy's Catholic Church
- San Gabriel Valley COG Homeless Coordinator
- SGV Habitat for Humanity
- TELACU
- Tri-City Mental Health Center

Several residents spoke against complying with State housing mandate and one resident spoke in support staff recommendations. Residents were most concerned with height limit and density. After careful deliberations, the Council approved most of the recommended actions, which have been incorporated into the Housing Plan section of this Housing Element.

The City Council's decision to adopt the recommended actions will remove many barriers to housing development and streamline the process to approve housing development. Actions include consistent noticing requirements, modifying development standards, and eliminating discretionary review of small housing projects. These actions will function to reduce the cost and time to review development applications and issue construction permits.



E. Relationship to the General Plan

The 2021 Housing Element is one of the seven mandatory elements of the City's comprehensive General Plan. The City of Glendora completed an update of its General Plan (called the Glendora Community Plan 2025) in 2006. The City's adopted General Plan is currently comprised of the following seven required elements: (1) Land Use Element; (2) Circulation Element; (3) Conservation Element; (4) Open Space/Recreation Element; (5) Safety Element; (6) Noise Element; and (7) Housing Element. The City has also opted to include two additional elements comprised of Air Quality and Historic Preservation. As portions of the General Plan are amended in the future, the Housing Element will be reviewed along with other elements to ensure internal consistency is maintained.

The City will be updating the Safety Element to comply with recent changes in State law regarding high fire hazards and severe weather conditions as well as adding an Environmental Justice Element.

2. HOUSING NEEDS ASSESSMENT

A. Population Characteristics

Population characteristics affect the type and amount of housing needed in a community. Issues such as population growth, age characteristics, race/ethnicity, and employment trends combine to influence the type of housing needed and ability to afford housing. This section details the various population characteristics affecting housing needs in the City of Glendora.

1. Population Trends

Since incorporation in 1911, the City has grown from a small citrus-producing community of 2,000 persons to 51,773 persons by 2018. Historically, the City's population growth was due to annexation of surrounding unincorporated land, especially during the 19402 through 1960s when much of the City's existing housing stock was constructed. From 1980 to 1990, annexations led the City's population to grow by about 10,000. Whether from annexation, natural growth, or inmigration, population growth can bring about change in the community's demographic composition, including age, race and ethnicity, household income, and other population characteristics that can affect housing need.

According to the Census, the City's population was 51,773 persons in 2018. This represents an approximately three-percent increase from the 2010 Census figure of 50,073. This growth is consistent with the previous time period of 2000 to 2010 which also and had an approximate one-percent population increase of 49,415 to 50,073 respectively. This increase represents a total population growth of 1,471 persons from 2010 to 2018.

As shown in Figure 1, Glendora's population growth was approximately three percent between 2010 and 2020. Among nearby jurisdictions, the City of La Verne's population increased by nearly three percent, San Dimas saw a population growth of around one percent, and Azusa's population increased by nearly eight percent. The City of Covina saw a population decline of nearly one percent.

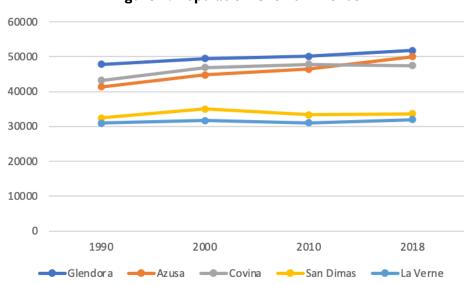


Figure 1: Population Growth Trends

Source: Bureau of the Census (1990-2010) and American Community Survey (ACS), 2018, Five-Year Estimates.

2. Age Characteristics

Glendora's housing needs are determined largely by the age characteristics of residents. For instance, each age group has distinct lifestyles, family type and size, income levels, and housing preferences. As people move through each stage, their housing needs and preferences also change. As a result, evaluating the changing age characteristics of a community is an important factor in addressing future housing needs of residents.

Table 1 illustrates the age characteristics of residents from 2000 to 2018. As shown below, between 2010 and 2018 the numbers of Preschool Age children increased by sixteen percent, while the number of School Age children decreased by six percent. The City's College Age population experienced the largest numerical decrease of approximately twenty percent, while the number of Young Adults increased by eight percent. This younger segment of the adult population typically occupies rental units, condominiums, or smaller and more affordable single-family homes.

The Middle Age population saw a minimal increase of five percent. Middle-aged adults typically prefer larger homes as they form families and raise children. The largest numerical increase was the Senior Adult population, which increased eighteen percent. In terms of housing need, Senior Adults typically live in single-family homes, but may begin to consider trading-down their larger homes for more affordable housing such as smaller homes and condominiums.

The largest discernible changes in the City's age profile have been the decrease in the proportion of College Age individual (+30 percent in 2010 versus -20 percent in 2018) and the increase in the proportion of Preschool children (-19 percent in 2010 versus +16 percent in 2018). These shifts were notable, but not substantial, and could have been caused by younger families moving into the City. Glendora does have a significant older adult and senior population, however, and the City's proportion of Middle Age and Senior Adults has increased since 2000 and 2010. As the City's population continues to age, there may be less pressure on the housing market for larger homes and greater need for smaller, more affordable homes.

Table 1: Age Characteristics and Trends									
Age Groups	2000 Census		2010 Census		2018 ACS		% Change		
	Persons	Percent	Persons	Percent	Persons	Percent	2000-2010	2010-2018	
Preschool (under 5 years)	3,103	6%	2,506	5%	2,901	6%	-19%	16%	
School Age (5-17)	10,546	21%	9,251	19%	8,696	17%	-12%	-6%	
College Age (18-24)	3,737	8%	4,912	10%	3,890	7%	31%	-20%	
Young Adults (25-44)	14,373	29%	11,842	24%	12,781	25%	-17%	8%	
Middle Age (45-64)	11,473	23%	14,483	29%	15,150	29%	26%	5%	
Senior Adults (65+)	6,183	13%	7,079	14%	8,355	16%	15%	18%	
Total	49,415	100%	50,073	100%	51,773	100%	1%	3%	
Median	36	.9	40	.2	41	.4			

Source: Bureau of the Census (2000-2010) and American Community Survey (ACS), 2018, Five-Year Estimates.

3. Race and Ethnicity

Race and ethnicity² provide valuable insight about the housing needs of a community because housing preference varies along cultural lines. Different cultures have different housing needs. For example, some cultures are accustomed to living with extended family members or other relatives or having a large family size. Understanding changes in race/ethnicity provides a basis for addressing housing needs.

The City of Glendora, like most communities throughout San Gabriel Valley, has experienced gradual changes in the racial and ethnic composition of its population. From 2010 to 2018, the City's total population increased by 1,660 persons. Shifts in Glendora's race and ethnicity profile have continued to occur since 2010. As shown in Table 2, there have been significant increases in the City's Hispanic population since 1990. These shifts are due to two factors: 1) actual changes in the City's demographic profile; and 2) a change in the way the Census reports race and ethnicity.

As of 2018, Whites continued to make up the majority of the population accounting for 49%, followed closely by Hispanics accounting for 34% of the population. Asian-Americans account for 10% of the population and African Americans account for 2%. The White population in Glendora was the only racial/ethnic category to experience a decrease (of about 11 percent) since 2010. The number of Black residents in the City has climbed steadily over the years, but the proportion of Black residents has remained fairly steady.

Table 2: Race and Ethnicity									
Dogo/Ethyricity	2000		2010		2018		% Change		
Race/Ethnicity	Persons	Percent	Persons	Percent	Persons	Percent	2000-2010	2010-2018	
White	33,564	68%	28,565	57%	25,456	49%	-15%	-11%	
Hispanic	10,740	22%	15,348	31%	17,564	34%	43%	14%	
Asian-American	3,003	6%	3,898	8%	5,389	10%	30%	38%	
Black or African- American	704	1%	834	2%	983	2%	18%	18%	
All Other	1,404	3%	1,428	3%	2,341	5%	2%	64%	
Total	49,415	100%	50,073	100%	51,733	100%	1%	3%	

Source: Bureau of the Census (1990-2010) and American Community Survey (ACS), 2018, Five-Year Estimates.

4. Employment and Education Level

Education and employment have an important impact upon housing needs to the extent that housing affordability is tied to household income. According to the 2018 American Community Survey (ACS), an estimated total of 26,308 Glendora residents were in the labor force, with approximately 1,801 residents unemployed. Glendora's unemployment rate (4.3 percent) was lower than the overall unemployment rate for Los Angeles County (6.8 percent).

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² The Census distinguishes racial groups from ethnic groups. It counts ethnicity as either being of Hispanic or Latino origin or not being of Hispanic of Latino origin. The groups are based on social and political considerations, not scientific or anthropological ones and the Census asks respondents to indicate whether or not they are of Hispanic origin as well as the racial group they identify with.

The Covid-19 global pandemic has had a significant impact on the economy, resulting in a sharp increase of unemployment in 2020. According to the State Employment Development Department (EDD) the highest unemployment rate since the onset of the pandemic was May 2020. At that time Los Angeles County's unemployment rate was 20.7 percent and Glendora and the surrounding foothill communities' rate was nearly 18 percent.

As of November 2020, Glendora's unemployment rate dropped to 8.3 percent and Los Angeles County dropped to 10.6 percent. The total number of Glendora residents in the workforce declined from 26,308 to 25,000, with approximately 2,100 residents unemployed. As the pandemic subsides it is anticipated that the unemployment rate will continue to improve.

The education level of Glendora residents was higher than that of County residents (Figure 2). The City had less than half the percentage of residents over age 25 without a high school diploma, as compared to the County. Glendora also had a higher percentage of residents with some college education, Associate degrees, four-year degrees and graduate or professional degrees which usually translate into greater income-earning potential.

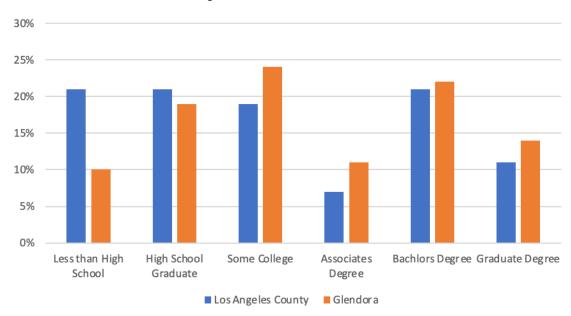


Figure 2: Educational Attainment

Source: American Community Survey (ACS), 2018, Five-Year Estimates

Table 3 summarizes the occupations of Glendora residents. As of 2018, the largest proportion of residents were employed in education, healthcare and social service occupations (29 percent), followed closely by residents employed in sales and service occupations (26 percent). Individuals employed in education, healthcare and social service positions typically have higher incomes, while those employed in service or agriculture related occupations typically earn lower incomes. In 2018, the City had 184 residents employed in farming, fishing, and forestry occupations, representing less than one percent of the civilian employed population 16 years and over.

Table 3: Employment Profile					
Occumations	2018 Employment				
Occupations		Percent			
Education, Healthcare, and Social Services	7,098	29%			
Management, Business and Information	4,995	20%			
Production, Transportation, and Material Moving	4338	18%			
Retail and Service	6,516	26%			
Construction and Natural Resources	1,560	7%			
Total	24,507	100%			

Source: American Community Survey (ACS), 2018, Five-Year Estimates

B. Household Characteristics

Household type and size, income levels, the presence of special needs populations, and other household characteristics influence the type of housing that is suitable to meet the diverse housing needs of residents. This section details the various household characteristics affecting housing needs.

1. Household Type

The 2018 ACS reports that Glendora had 16,984 households. The distribution of households is also estimated in the 2018 ACS. As shown in Figure 3, the majority of the City's households were families (77.6 percent). Of total households in the City, 23 percent were comprised of married couples with children under age 18. Married couples with no children made up the largest group of households at 34 percent. Non-Married Families made up 21 percent and Singles comprised of 22 percent of households residing in Glendora. Of the total households 34 percent have children, 43 percent have one or more people 60 years of age or older, and near 9 percent are households with people 65 years of age or older.

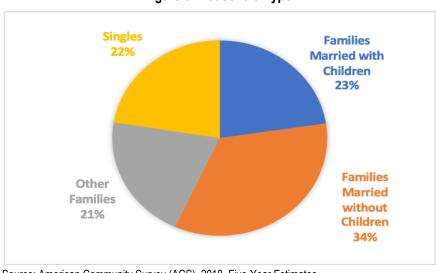


Figure 3: Household Type

Source: American Community Survey (ACS), 2018, Five-Year Estimates.

Table 4 illustrates changes in the composition of households from 2010 to 2018. During this period, the distribution of families and non-families remained fairly stable, with families still comprising over three-quarters of all households in Glendora. Although the proportion of "Family" households has remained fairly constant, the prevalence of certain types of family households in the City did change. The proportion of married families with children, for example, has decreased over the years while the proportion of other families (such as single-parent or extended families) has increased.

Table 4: Household Characteristics								
	2000		2010		2018		% Change	
Household Type	Units	Percent	Units	Percent	Units	Percent	2000-2010	2010-2018
Families	12,985	77%	13,014	76%	13,178	78%	<0%	1%
Married With Children	5,065	30%	4,325	25%	3,838	23%	-15%	-11%
Married Without Children	5,205	31%	5,523	32%	5,817	34%	6%	5%
Other Families	2,715	16%	3,166	19%	3,523	21%	17%	11%
Non-families	3,955	23%	4,127	24%	3,806	22%	4%	-8%
Singles	3,254	19%	3,256	19%	3,037	18%	0%	-7%
Other	701	4%	871	5%	769	4%	24%	-12%
Total	16,940	100%	17,141	100%	16,984	100%	1%	
Average Household Size	2.88		2.88		2.99		0%	0.1%

Source: American Community Survey (ACS), 2018, Five-Year Estimates

2. Household Income

Income is the most important factor in determining whether a household or family is able to balance housing costs with basic necessities of life while avoiding housing problems such as cost burden and overcrowding. Income levels can vary considerably among households, based upon tenure, household type, location of residence, and race/ethnicity, among others.

According to the 2018 ACS, the estimated median household income for Glendora was \$92,674. Figure 4 compares the City's median household income with that of nearby communities in the San Gabriel Valley and Los Angeles County. As shown, four out of the five East San Gabriel Valley cities had higher median household incomes than the County.

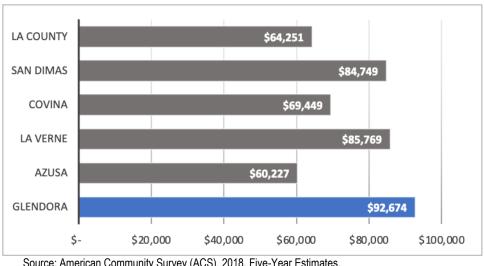


Figure 4: Median Household Income

Source: American Community Survey (ACS), 2018, Five-Year Estimates.

To facilitate the analysis of income distribution among households in communities, the State Department of Housing and Community Development (HCD) groups households into categories by income. Income categories are determined as a percentage of the Area Median Income (AMI) and then adjusted for household size in the following manner:

- Extremely Low Income less than 30 percent of the AMI
- Very Low Income between 31 and 50 percent of the AMI
- Low Income between 51 and 80 percent of the AMI
- Moderate Income between 81 and 120 percent of the AMI
- Above Moderate Income greater than 120 percent of the AMI

Collectively, extremely low, very low, and low income households are referred to as lower income households (up to 80 percent AMI).

The Census does not collect information on the number of households belonging to each of the income categories described above. However, household income data was tabulated by HUD for 2013-2017 (Table 5). As shown below, between 2013 and 2017, approximately 36 percent of the City's households earned lower incomes, while approximately 64 percent had earned incomes of moderate or above.

Table 5: Income Distribution						
Income Group	Number of Households	Percent of Total				
Extremely Low (30% or less)	1,745	10.2%				
Very Low (31 to 50%)	1,905	11.1%				
Low (51 to 80%)	2,575	15.1%				
Moderate and Above (> 81%)	10,865	63.6%				
Total	17,090	100.0%				

Source: HUD (2013-2017).

3. Special Needs

Certain segments of the population have greater difficulty in finding decent, affordable housing due to special circumstances. Special circumstances may be related to one's employment and income, family characteristics, disability, and household characteristics among others. As a result, certain groups within Glendora may experience a higher prevalence of lower income, overpayment, overcrowding, or other housing problems.

These "special needs" households include seniors, persons with disabilities, large households, single-parent households, people living in poverty, farm workers, and the homeless. Table 6 summarizes the special needs groups within the City.

Table 6: Special Needs Groups								
	Number of Households/ Persons	Owr	ners	Renters		Percent of		
Special Needs Groups		Number	Percent	Number	Percent	Total Household/ Persons		
Households that include at least one Senior (person age 65 or over)	5,514	n.a.	n.a.	n.a.	n.a.	32%		
Senior-Headed Households	4,756	3940	83%	816	17%	28%		
Senior Living Alone	1,519	1,074	71%	445	29%	9%		
Persons with Disabilities	5,867	n.a.	n.a.	n.a.	n.a.	11.5%		
Large Households	1,983	1,348	68%	635	32%	12%		
Single-Parent Households	3,525	n.a.	n.a.	n.a.	n.a.	21%		
Female-Headed Households With Children	2,494	n.a.	n.a.	n.a.	n.a.	15%		
People Living in Poverty	4,539	n.a.	n.a.	n.a.	n.a.	9%		
Farmworkers (persons)	184	n.a.	n.a.	n.a.	n.a.	<1%		
Homeless*	145	n.a.	n.a.	n.a.	n.a.	<1%		

Notes:

Sources: Bureau of the Census (2010), and American Community Survey (ACS), 2018, Five-Year Estimate.

^{*=2020} Point In Time Homeless Count

n.a. = Data not available.

Seniors

Seniors often have special housing needs due to income, location concerns, health care costs, and disabilities. According to the 2018 American Community Survey (ACS) five-year estimate, 16 percent of Glendora's population (8,355 persons) was comprised of seniors, defined as 65 years and older. Furthermore, 28 percent of all households in Glendora were headed by a senior.

Some of the special needs of seniors are as follows:

- Disabilities. Of the senior population, 32 percent have a disability.
- *Limited Income*. Many seniors have limited income for health expenses. Because of their retired status, 26 percent of senior households in Glendora earned extremely low or very low incomes, defined as below 30 percent and 50 percent of the AMI, respectively.
- Overpayment. Because of the limited supply of affordable housing, about 59 percent of senior renter-households and 27 percent of senior owner-households were overpaying for their housing, defined as spending more than 30 percent of household income on housing costs.

Senior heads of households have a greater level of need than householders of other age groups. Many seniors have fixed incomes and experience financial difficulty in coping with rising housing and living costs. Senior homeowners often require help in meeting ongoing housing costs, especially utility and related costs, and many are forced to defer necessary repairs. The prevalence of disabilities in the City's senior population can further present unique challenges and housing needs for this population.

Resources Available

The special needs of seniors can be met through a range of services, including congregate care, rent subsides, shared housing, and housing rehabilitation assistance. For the frail or disabled elderly, housing can be modified with features that help ensure continued independent living arrangements. Elderly with mobility/self-care limitations also benefit from public transit alternatives.

According to Community Care Licensing Division records, 18 licensed residential care facilities for the elderly are located in Glendora with a total capacity of 195 beds. Larger community care facilities, convalescent homes, and other similar uses for more than six persons are permitted in the Medical Services (MS) Zone and in the TCMU and CRR subdistricts of the Route 66 Corridor Specific Plan, and assisted living and convalescent care is also allowed in the Arrow Highway Specific Plan, subject to a conditional use permit. The City's Zoning Code differentiates between small residential care facilities (that serve six or fewer persons) and large residential care facilities (that serve seven or more people). Pursuant to the Lanterman Act, licensed residential care facilities for six or fewer persons are treated as a regular residential use and permitted where residential uses are permitted.

The Los Angeles County Housing Authority currently provides Housing Choice Vouchers (Section 8) to assist very low income households in Glendora. The Human Services Division of the City's Community Services Department and the La Fetra Center for Seniors provide programs and services for seniors to promote dignity and self-esteem, foster independence, facilitate social interaction, and dispel negative stereotypes. Services include the following: information and referral; education classes and leisure activities; social activities; recreational activities; nutrition

program; legal aid; notary services; health screening for hearing, blood pressure and sugar; and tax preparation. The La Fetra Center's program schedule is detailed in a seasonal brochure distributed by the Community Services Department. For seniors and permanently disabled persons in need of transportation services, Glendora's Dial-A-Ride program offers curb-to-curb transportation.

Persons with Disabilities (including Developmental Disabilities)

Physical, mental, and/or developmental disabilities may prevent a person from working, restrict one's mobility, or make it difficult to care for oneself. Thus, persons with disabilities often have special housing needs related to limited earning capacity, a lack of accessible and affordable housing, and higher health costs associated with a disability. An additional segment of residents suffer from disabilities that require living in an institutional setting. Because of these conditions, persons with disabilities have special housing needs.

According to 2018 ACS five year estimate data, approximately 11.5 percent of Glendora residents had a disability. The ACS also tallied the number of disabilities by type for residents with one or more disabilities. Among the disabilities tallied, ambulatory difficulties were most prevalent (50 percent), while cognitive (36 percent) and independent living (34 percent) difficulties were both also highly prevalent. Among the senior population, ambulatory (61 percent) and independent living (41 percent) difficulties were the most common (Table 7).

Table 7: Disability Status (2018)							
	% of Disabilities Tallied						
Disability Type	Under 18 Age 18 to Age 65		Age 65+	Total			
With a hearing difficulty	5%	18%	39%	27%			
With a vision difficulty	14%	14%	18%	16%			
With a cognitive difficulty	89%	38%	24%	36%			
With an ambulatory difficulty	12%	46%	61%	50%			
With a self-care difficulty	17%	20%	25%	22%			
With an independent living difficulty		35%	41%	34%			
Total Persons with Disabilities	523	2,650	2,694	5,867			

Notes:

- 1. Persons under 5 years of age are not included in this table.
- 2. Persons may have multiple disabilities.

Source: American Community Survey (ACS) 2018, Five-Year Estimates.

The living arrangement of persons with disabilities depends on the severity of the disabilities and finances. Many persons live at home in an independent arrangement or with other family members. To maintain independent living, persons living with disabilities may need assistance. Four factors – affordability, design, location, and bias – significantly limit the supply of housing available to households of persons with disabilities. The most obvious housing need for persons with disabilities is housing that is adapted to their needs.

State and federal legislation mandate that a percentage of units in new or substantially rehabilitated multi-family apartment complexes be made accessible to individuals with limited physical mobility. Most single-family homes, however, are inaccessible to people with mobility and sensory limitations. Housing may not be adaptable to widened doorways and hallways,

access ramps, larger bathrooms, lowered countertops, and other features necessary for accessibility. Location of housing is also an important factor for many persons with disabilities, as they often rely upon public transportation to travel to necessary services and shops.

Persons with Developmental Disabilities

State law requires that the Housing Element discuss the housing needs of persons with developmental disabilities. As defined in Section 4512 of the Welfare and Institutions Code, developmental disability means "a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. As defined by the Director of Developmental Services, in consultation with the Superintendent of Public Instruction, this term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation but shall not include other handicapping conditions that are solely physical in nature."

The Census does not record developmental disabilities. According to the U.S. Administration on Developmental Disabilities, an accepted estimate of the percentage of the population that can be defined as developmentally disabled is 1.5 percent. This equates to 766 persons in the City of Glendora with developmental disabilities, based on the ACS 2018 five-year estimate population of 51,773 residents.

According to the State's Department of Developmental Services (DDS), the San Gabriel/Pomona Regional Center serves the cities of El Monte, Monrovia, Pomona and Glendora. The San Gabriel/Pomona Reginal Center served about 519 Glendora residents in the 2019-2020 fiscal year. Most of these individuals (about 400) were residing in a private home with their parent of guardian and about 10 percent of these persons in independent living or supported living.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

Resources Available

Under State and federal laws, local governments are required to provide "reasonable accommodation" to persons with disabilities when exercising planning and zoning powers. In 2008, the City revised its Zoning Ordinance to include standards and policies to reasonably accommodate the housing needs of persons with disabilities.

The City contracts with the Housing Rights Center to provide comprehensive Fair Housing Services Programming for the City of Glendora. Their services include five core programs (1) Fair Housing Counseling; (2) Mediation; (3) Discrimination Complaint Investigation; (4) Outreach and Education; and (5) Fair Housing Legal Services. It is estimated the Housing Rights Center assists approximately 60 people with counseling and approximately 1,200 Glendora residents with outreach and education each year.

In addition, community care facilities within the City provide a supportive housing environment to persons with special needs in a group situation. Twenty-nine licensed community care facilities are located in Glendora. As shown in Table 8, three types of facilities are tabulated: adult residential facility, residential care facility for the elderly, and adult day care. Larger community care facilities, convalescent homes, and other similar uses for more than six persons are permitted in the Medical Services (MS) Zone and in the TCMU and CRR subdistricts of the Route 66 Corridor Specific Plan, subject to a conditional use permit.

The City amended its Zoning Code to differentiate between small residential care facilities (that serve six or fewer persons) and large residential care facilities (that serve seven or more people). Pursuant to the Lanterman Act, licensed residential care facilities for six or fewer persons are treated as a regular residential use and permitted where residential uses are permitted.

Table 8: Licensed Community Care Facilities							
Type of Facility	Type of Facility # of Facilities Total Capacit						
Adult Residential Facility	7	34					
Residential Care for the Elderly	20	207					
Adult Day Care	2	190					

Source: State Department of Social Services, Licensing Division, 2021.

Additional community services offered to residents with disabilities include Glendora's Mini-Bus service, which offers curb-to-curb transportation. Mini-Bus program details along with information on how to access additional paratransit services are available on the City's website and are included in the City's seasonal Community Services brochure. In partnership with the non-profit, Glendora Public Library Friends Foundation, temporarily or permanently disabled adults who are homebound can have library materials delivered to their home. The foundation also operates the Glendora READS! - Adult Literacy program, which sponsors outreach programs for adults who are homebound or disabled in health care-retirement facilities. Other services offered to homebound residents include meals delivered twice daily Monday through Friday through the YWCA's Meals-on-Wheels Program. For residents who have vision disorders, the Eye-DAS (Eye Diseases are Serious) program by the Eye-DAS Foundation provides an educational and social environment, which meets on a regular basis, to ensure that visually impaired residents are informed about current medical and social issues as well as the latest in available resources. La Fetra also provides free manicures and haircuts to residents 6 years and older, and blood pressure, sugar, and hearing screenings for residents 18 and older. Recently the City approved a Minor Conditional Use Permit for a day care use for adults with developmental disabilities. It will be run by the Easterseals and accommodate an estimated average attendance of 45 persons.

Large Households

Large households are defined as those with five or more members. A large household may be a large family (e.g., parents with children and/or extended family members), two or more families sharing the same housing unit, more than five unrelated individuals living together, or any of these combinations. Large households are identified as a group with special housing needs based on the limited availability of affordable, adequately sized housing units. It is not uncommon for large households to have lower incomes or consist of more than one family. To save on housing costs, many lower income large households resort to residing in smaller units, frequently resulting in overcrowded living conditions. Large households can also put a physical strain on the housing stock, resulting from the greater wear-and-tear that more inhabitants can have on a unit.

According to the 2018 ACS, five-year estimates, Glendora had 1,983 large households, which made up 12 percent of the City's total households. Of these 1,348 were owner occupied and 635 were renter occupied. The housing needs of large households are typically met through larger units. According to the 2018 ACS, Glendora had a total of 12,548 housing units with three or more bedrooms that could reasonably accommodate large families without overcrowding. The ACS also identified 303 owner occupied, and 362 rental occupied households had more than 1.0 occupants per room which meets the ACS definition of overcrowding. 93 owner-occupied and 90 renter-occupied had more than 1.5 occupants per room, which meets the ACS definition for severe overcrowding.

Table 9 shows that, between 2013 and 2017, large households were more likely to experience housing problems, when compared to total households in the City. Housing problems that are taken into consideration include, cost burden (overpayment) greater than 30 percent of income and/or overcrowding and/or without complete kitchen or plumbing facilities.

Table 9: Large Households by Tenure and Income Level, Glendora (2013-2017)								
Household by Type Income 9 Housing	Rente	ers	Owne	Total				
Household by Type, Income, & Housing Problem	Large Related (5 or more)	Total Renters	Large Related (5 or more)	Total Owners	Total Households			
Household Income <=30% AMI	60	875	60	870	1,745			
With any Housing Problem	100.0%	81.7%	83.3%	81.0%	81.4%			
Cost Burden >30%	100.0%	80.6%	83.3%	81.0%	80.8%			
Cost Burden >50%	100.0%	71.4%	83.3%	70.7%	71.1%			
Household Income >30 to <=50% AMI	115	770	60	1,135	1,905			
With any Housing Problem	100.0%	85.7%	50.0%	51.5%	65.4%			
Cost Burden >30%	100.0%	85.1%	41.7%	50.2%	64.3%			
Cost Burden >50%	43.5%	50.0%	41.7%	37.0%	42.3%			
Household Income >50 to <=80% AMI	85	980	195	1,595	2,575			
With any Housing Problem	88.2%	75.0%	87.2%	58.9%	65.0%			
Cost Burden >30%	88.2%	74.0%	79.5%	57.4%	63.7%			
Cost Burden >50%	11.8%	4.1%	17.9%	21.3%	14.8%			
Household Income >80% AMI	270	2,410	980	8,455	10,865			
With any Housing Problem	42.6%	15.8%	28.6%	18.7%	18.0%			
Cost Burden >30%	7.4%	8.0%	14.8%	16.4%	14.6%			
Cost Burden >50%	0.0%	0.2%	3.6%	2.0%	1.6%			
Total Households	530	5,035	1,295	12,055	17,090			
With any Housing Problem	68.9%	49.5%	40.9%	31.6%	36.9%			
Cost Burden >30%	50.9%	45.3%	29.0%	29.7%	34.3%			
Cost Burden >50%	22.6%	20.9%	11.2%	12.8%	15.2%			

Source: HUD, CHAS, 2013-2017.

Resources Available

Lower and moderate income large households can benefit from various affordable housing programs. For example, Housing Choice Vouchers can be used to help relieve overcrowding for very low income households.

The City's Recreation Division offers a variety of recreational, educational, and social activities to the residents of Glendora. Programs include special community events, youth sports leagues, educational classes, fitness classes, and leisure activities and trips. The Crowther Teen & Family Center offers free drop-in services specifically to youth residents in grades sixth through eighth, while other facilities throughout the City offer supervised activities to youth of all ages. Program schedules and details for the services detailed above are accessible to residents through the City's website and are included in the seasonal brochure distributed through the Community Services Department.

For residents in need of aid with childcare, the Citrus College Orfalea Family Children's Center provides low and moderate income Glendora households with access to licensed family day care and pre-school services for their children.

Single-Parent/Female-Headed Households

Single-parent households, particularly female-headed families with children, often require special consideration and assistance as a result of their greater need for affordable housing, accessible day care, health care, and other supportive services. Because of their relatively lower incomes and higher living expenses, single-parent households usually have more limited options for affordable, decent, and safe housing. As a result, single parents are considered to be among the most at-risk groups facing poverty.

According to the 2018 ACS, five-year estimates, 2,494 female-headed households, approximately 15 percent of total households, were residing in Glendora. Of these female-headed households, 40 percent (1,001 households) have children. Female-headed households with children in particular, tend to have lower incomes, thus limiting housing availability for this group. Overall, 851 (five percent) of all families in Glendora were living below the poverty level. By comparison, 408 female-headed households were living below the poverty level, or 16 percent. For female-headed families with children, 12 percent were living below the poverty level.

Resources Available

General programs and policies outlined in the Housing Plan section will help to provide affordable housing for single-parent female-headed households, with and without children.

In addition, various nonprofit organizations provide supportive services to assist lower income families. Through the YWCA – Wings program, battered women and their children up to age 18 have access to emergency shelter and prevention and intervention services. The Glendora Welfare Association offers assistance in financial emergencies by providing services such as, food vouchers, gasoline vouchers, bus tokens, rental assistance, and utility payments. For assistance with childcare the Citrus College Orfalea Family Children's Center provides low and moderate income households with access to licensed family day care and pre-school services for their children.

Residents Living Below the Poverty Level

Families with incomes below the poverty level, typically those households with extremely low and very low incomes, are at greatest risk of becoming homeless and typically require special programs to assist them in meeting their rent and mortgage obligations so as to not become homeless. The 2018 ACS five-year estimates identified five percent, or 851 Glendora residents as living below the poverty level. These households need assistance with housing subsidies, utility and other living expense subsidies, as well as other supportive services.

Resources Available

Persons with limited income can benefit from single room occupancy (SRO) housing. The City amended the Zoning Code to permit SRO units by-right in the CRR subdistrict of the Route 66 Corridor Specific Plan.

Additional services are available in the City to aid households living in poverty. Through the Glendora Welfare Association assistance is provided in cases of financial emergencies by providing services such as, food vouchers, gasoline vouchers, bus tokens, rental assistance, utility payments, and referrals to services outside of the City. For assistance with childcare the Citrus College Orfalea Family Children's Center provides low and moderate income households with access to licensed family day care and pre-school services for their children.

Farmworkers

Farmworkers are traditionally defined as persons whose primary incomes are earned through permanent or seasonal agricultural labor. Permanent farm laborers work in the fields, processing plants, or support activities on a generally year-round basis. When workload increases during harvest periods, the labor force is supplemented by seasonal labor, often supplied by a labor contractor. For some crops, farms may employ migrant workers, defined as those whose travel distance to work prevents them from returning to their primary residence every evening.

According to the 2018 ACS five-year estimate, only 184 Glendora residents were employed in the agriculture, forestry, fishing and hunting, and mining industry, representing less than one percent of the residents in 2018. The City has no agriculturally designated land. Within Los Angeles County, there were 413 farms, employing 3,266 farmworkers, according to the U.S. Department of Agriculture's 2017 Census of Agriculture. Among these, 22 farms employed 395 migrant farmworkers.

Resources Available

Because farmworkers make up such a small percentage of the City's population, no specific programs are necessary.

Homeless Persons

State law (Government Code §65583(a)(7)) mandates that Housing Elements address the special needs of homeless persons. "Homelessness" as defined by the U.S. Department of Housing and Urban Development (HUD), describes an individual (not imprisoned or otherwise detained) who:

- Lacks a fixed, regular, and adequate nighttime residence; and
- Has a primary nighttime residence that is:
 - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

This definition does not include persons living in substandard housing, (unless it has been officially condemned); persons living in overcrowded housing (for example, doubled up with others), persons being discharged from mental health facilities (unless the person was homeless when entering and is considered to be homeless at discharge), or persons who may be at risk of homelessness (for example, living temporarily with family or friends.)

Homelessness is a regional (and national) problem, and in a major metropolitan region, individual municipal governments lack the resources to implement solutions to eliminate homelessness. While the exact number of homeless people in the City on any given night is unknown, a relatively small share of the region's homeless population is found in Glendora. The 2020 Greater Los Angeles Homeless Count, completed by the Los Angeles Homeless Services Authority (LAHSA), estimated that there were 145 homeless people in Glendora.

Resources Available

There are three major types of facilities that provide shelter for homeless individuals and families: emergency shelters, transitional housing, and service-enriched housing. These types of facilities are defined below:

Emergency Shelter: Provides overnight shelter and fulfills a client's basic needs (i.e. food, clothing, and medical care) either on-site or through off-site services. The permitted length of stay can vary from one day at a time to two months, depending upon whether the shelter is short-term or long-term.

Transitional Housing: Provides housing for up to two years. Residents of transitional housing are usually connected to rehabilitative services, including substance abuse and mental health care interventions, employment services, individual and group counseling and life skills training.

Permanent Supportive Housing: Refers to permanent housing that is affordable in the community and/or "service-enriched" permanent housing that is linked with on-going supportive services (on-site or off-site) and is designed to allow formerly homeless clients to live at the facility on an indefinite basis.

In response to changes in the State Housing Element law, the City amended the Zoning Code in 2011 to specifically identify emergency shelters as a permitted use at two locations in the City. The two locations include twelve parcels, with a total area of 122,416 square feet (2.81 acres). No emergency shelters and transitional housing facilities are located in Glendora. However, several regional facilities serve the homeless in the Eastern San Gabriel Valley (Table 10).

In addition, City Council approved a Glendora Homelessness Plan in 2018. There are two staff members from the Human Services Division in the Community Services Department assigned to the implementation of the City's Homelessness Plan. The City received grant funds or services for the City's homeless population through the County of Los Angeles, Measure H Homeless Initiative, and the San Gabriel Valley Council of Governments (SGVCOG). The City also partners with Union Station Homeless Services in Pasadena and contracts with Union Station for Housing Navigators. City staff and Housing Navigators conduct outreach and assess the homeless in

Glendora for resources that can be provided to them, such as: motel vouchers, shelter housing, bridge housing, permanent supportive housing, medical needs, mental health services, apply for benefits such as Calfresh, SSI, Identification card through DMV. The City website also provides a Homeless Resource Guide that includes referrals for basic needs, food pantries, shelters and services. City staff also works with Los Angeles County and Los Angeles Homeless Service Authority for Homelessness (LAHSA).

Table 10: Homeless Facilities Around Glendora						
Facility	Beds	Clients	Туре	Location		
East San Gabriel Valley Coalition for the Homeless	130	Single Men and Women (18+ years, no children)	Winter Shelter	Pomona		
East San Gabriel Valley Coalition for the Homeless	10	Families with Children	Job's Shelter	El Monte		
California Hispanic Commission on Alcohol and Drug Abuse	32	Families with Children	Emergency Shelter	El Monte		
California Hispanic Commission on Alcohol and Drug Abuse	28	Single Women (18+ years)	Emergency Shelter	Pomona		
Casitas Esperanza	14	Single Men and Women (18+ years, no children)	Transitional Housing	El Monte		
Casitas Pacificas	14	Single Men and Women (18+ years, no children)	Transitional Housing	El Monte		
Casitas Tranquilas	15	Single Men and Women (18+ years, no children)	Transitional Housing	El Monte		
Women in Need Growing Strong (WINGS)	32	Victims of Domestic Violence	Emergency Shelter	West Covina		
Our House Shelter	17	Families with Children	Emergency Shelter	Pomona		
Pomona Neighborhood Center (PNC Cares)	100	Single Men and Women (18+ years, no children)	Winter Shelter	Pomona		
Ryan Manor	12	Single Men and Women (18+ years, no children)	Transitional Shelter	Pomona		
City of Pomona	5	Veterans	Transitional Shelter	Pomona		
House of Ruth	35	Victims of Domestic Violence	Transitional Shelter	Pomona		
Gateway Transitional Housing	13	Families with Children	Transitional Shelter	Pomona		
Prototypes	30	Single Women (18+ years)	Women's Center	Pomona		
Pomona Apartments	52	Families with Children	Transitional Shelter	Pomona		
Foothill AIDS Project	10	Mixed Populations	Shelter Plus Care	Pomona		
Tri-City Mental Health Center	14	Single Men and Women (18+ years, no children)	Shelter Plus Care	Pomona		
Prototypes-Pomona Apartments	52	Families with Children	Permanent Supportive Housing	Pomona		
Project Home Key		Homeless	Temporary Covid 19 program	County Wide		
Volunteers of America LA	75	Women	Winter Shelter	La Puente		
Volunteers of America LA	15	Co-Ed	Winder Shelter	Hacienda Heights		
Volunteers of America LA	47	Co-Ed	Weather Activated	Altadena		
Union Station Homeless Services		Co-Ed	Emergency/ Transitional	San Gabriel Valley		

Source: Los Angeles Homeless Services Authority Continuum of Care, 2021.

C. Housing Stock Characteristics

This section of the Housing Element assesses various housing characteristics and conditions that affect the well-being of City residents. Housing factors evaluated include the following: housing stock and growth; tenure and vacancy rates; age and condition; and housing costs and affordability.

1. Housing Growth

The City experienced rapid housing growth between the 1940s and the 1980s, the majority of which was due to annexation of adjacent unincorporated land. Since 1990, however, residential housing development has slowed significantly due primarily to the scarcity of vacant land and a reduction in demand. Between 1990 and 2000, the number of housing units in the City increased by 1.6 percent, from 16,876 units to 17,145 units. By 2010, the number of housing units in Glendora grew to 17,778, an increase of 3.7 percent since 2000. According to the California Department of Finance Population and Housing Estimates 2020, Glendora has a total of 18,488 housing units, representing a 4 percent increase since 2010. The most prevalent housing type in Glendora is single-family detached with 13,306 units.

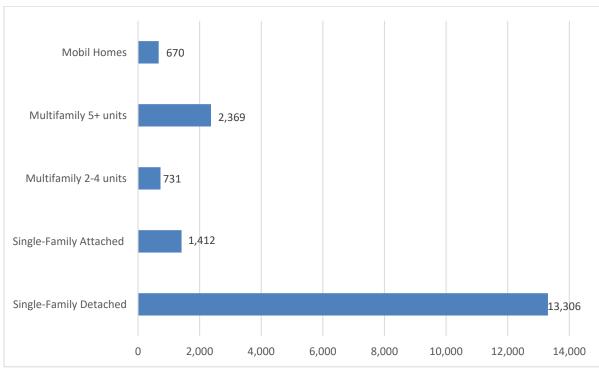


Figure 5: Housing Type and Total Units (2020)

Source: CA Department of Finance, E-5 Population Estimates (2020).

2. Housing Type and Tenure

Table 11 summarizes various characteristics of Glendora's housing stock. The composition of the current housing stock has remained essentially unchanged since 2011. Single-family detached homes continued to make up approximately three-quarters of the housing stock, while multiple-family units increase to 17 percent of total housing units. There was, however, a slight decrease in the number of mobile homes.

Table 11: Housing Stock Characteristics							
Usersian Tons	2011		2020				
Housing Type	No. of Units	% of Total	No. of Units	% of Total			
Single-Family							
Detached	12,830	74%	13,306	72%			
Attached	1,125	7%	1,412	8%			
Multiple-Family							
2-4 Units	707	4%	731	4%			
5+ Units	1,863	11%	2,369	13%			
Mobile homes	733	4%	670	4%			
Total	17,258	100%	18,488	100%			
Vacancy Rate		5.3%	·	4.0%			

Source: CA Department of Finance, E-5 Population Estimates (2020).

Between 2011 and 2020 the vacancy rate in the City decreased from 5.3 percent to 4 percent. The vacancy rate was highest for rental units at 4.3 percent, while the vacancy rate for homeowners was 0.8 percent. (The "ideal" vacancy rate for mobility is considered to be two percent for owner units and five percent for renter units.)

3. Housing Age and Condition

Housing age is an important indicator of housing condition within a community. Like any other tangible asset, housing is subject to gradual deterioration over time. If not maintained, housing can deteriorate and depress neighboring property values, discourage reinvestment, and eventually impact the quality of life in a neighborhood. Thus, maintaining and improving housing quality is an important goal for the City.

Figure 6 below summarizes the distribution of housing by the year built in the City. As of 2018, approximately 89 percent the City's housing was over 30 years old and 65 percent was over 50 years old. A general rule of thumb in the housing industry is that structures older than 30 years begin to show signs of deterioration and require reinvestment to maintain their quality. Homes older than 50 years, unless properly maintained, require major renovations to keep the home in good working order.

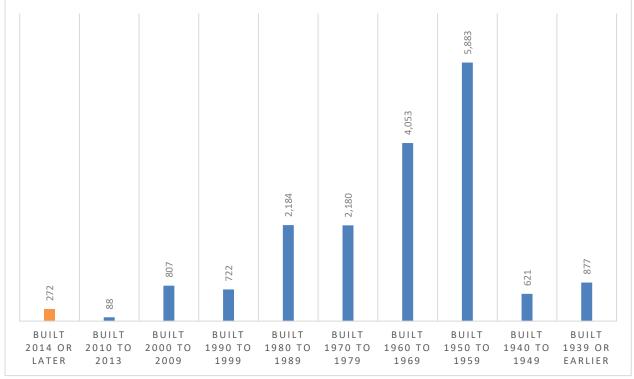


Figure 6: Housing Age

Sources: American Community Survey (ACS), 2018, Five-Year Estimates.

The City's Community Preservation Division is responsible for enforcing City ordinances related to property maintenance, building conditions, and other regulations affecting the maintenance of private residential properties. With a staff of two full-time Community Preservation officers, the Community Preservation Division handles an average of 120 cases a month. In addition to complaints, the Division provides an average of 20 contacts per month with local businesses, approximately 132 calls per month for information and other referrals and serves 130 residents in person per month at its office. Building code violations are referred to the Building Division. The majority of the code enforcement activities are not serious structural deficiency issues. The City estimates 2-3percent of the City's housing stock is substandard requiring replacement.

D. Housing Costs and Affordability

The cost of housing is directly related to the extent of housing problems in a community. If housing costs are relatively high in comparison to household income, there will be a correspondingly higher prevalence of overpayment and overcrowding. This section summarizes the cost and affordability of the housing stock to Glendora residents.

1. Ownership Costs

According to the SCAG pre-certified housing data collected from August 2020, the median home sale prices in Glendora was \$587,000. Zillow, a company that collects real estate data, reported the median home value in Glendora for May 2021 was \$726,437, that was slightly below the County's average of \$756,963. This is a significant increase in home value since 2012 when the City's median home sales price was \$360,750. The following figure shows typical home values compared to surrounding communities.

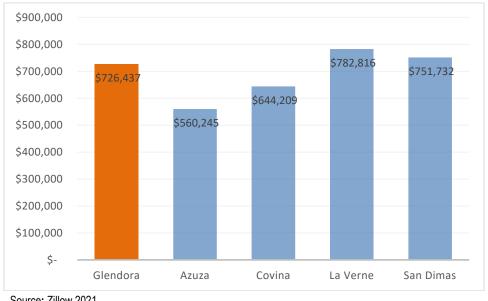


Figure 7: Median Home Sales Price (2021)

Source: Zillow 2021

Rental Costs

Table 12 provides a summary of rents in Glendora. Apartment rents range widely in the City: high end units and single-family homes can cost two to three times more than lower end and smaller apartment units, depending on the quality of amenities offered and location of the unit. Rental listings posted on Craigslist.org and Zillow for available rental housing in Glendora were reviewed during June 2021. Table 1212 lists the median and average rents for rental housing by number of bedrooms.

Table 12: Median and Average Rents by Number of Bedrooms (2021)								
Number of Bedrooms	Number Listed	Median Rent	Average Rent	Rent Range				
1	5	\$1,675	\$1,636	\$1,350-\$2,068				
2	11	\$1,950	\$2,089	\$1,695-\$2,703				
3	7	\$2,700	\$2,750	\$2,250-\$3,300				
4	4	\$3,500	\$3,500	\$3,500				
Totals	27	\$2,325	\$2,494	\$1,350 to \$3,500				

Source: Craigslist.org and Zillow, June 2021.

Housing Affordability

The costs of home ownership and renting can be compared to a household's ability to pay for housing to determine the general affordability of a community's housing stock. The federal Department of Housing and Urban Development (HUD) conducts annual household income surveys nationwide to determine a household's eligibility for federal housing assistance. Based on this survey, HCD developed income limits that can be used to determine the maximum price that could be affordable to households in the upper range of their respective income category. Households in the lower end of each category can afford less by comparison than those at the upper end. Table 13 illustrates maximum affordable mortgage payments and rents for various household sizes in Los Angeles County earning the top end of their respective income categories.

For homeownership, Table 13 assumes a 30-year mortgage at a four-percent interest rate and a 10 percent down payment. A comparison of Table 13 with previous exhibits (Figure 7 and Table 12) shows that ownership housing in Glendora is beyond the financial reach of lower income households. Larger moderate income households may be able to afford a home, but finding adequately sized affordable housing still poses a challenge for these households.

Table 13: Los Angeles County Affordable Housing Cost (2020)							
	Annual Income Limits	Affordable Monthly Housing Costs	Utilities	Taxes, Ins., HOA (Ownership only)	Affordable Rent	Affordable Home Price	
Extremely Low Income	(0-30% AMI)						
1-Person (studio)	\$23,700	\$593	\$151	\$207	\$442	\$61,790	
2-Person (1 bedroom)	\$27,050	\$676	\$166	\$237	\$510	\$72,096	
3-Person (2 bedroom)	\$30,450	\$761	\$190	\$266	\$571	\$80,244	
4 Person (3 bedroom)	\$33,800	\$845	\$223	\$296	\$622	\$86,069	
5 Person (4 bedroom)	\$36,550	\$914	\$264	\$320	\$650	\$86,953	
Very Low Income (31-5	0% AMI)						
1-Person	\$39,450	\$986	\$151	\$345	\$836	\$129,241	
2-Person	\$45,050	\$1,126	\$166	\$394	\$960	\$149,182	
3-Person	\$50,700	\$1,268	\$190	\$444	\$1,077	\$166,966	
4 Person	\$56,300	\$1,408	\$223	\$493	\$1,185	\$182,427	
5 Person	\$60,850	\$1,521	\$264	\$532	\$1,257	\$191,020	
Low Income (51-80% A	MI)						
1-Person	\$63,100	\$1,578	\$151	\$552	\$1,427	\$230,524	
2-Person	\$72,100	\$1,803	\$166	\$631	\$1,637	\$265,026	
3-Person	\$81,100	\$2,028	\$190	\$710	\$1,837	\$297,157	
4 Person	\$90,100	\$2,253	\$223	\$788	\$2,030	\$327,179	
5 Person	\$97,350	\$2,434	\$264	\$852	\$2,170	\$347,334	
Moderate Income (81-120% AMI)							
1-Person	\$64,900	\$1,623	\$151	\$568	\$1,472	\$238,233	
2-Person	\$74,200	\$1,855	\$166	\$649	\$1,689	\$274,020	
3-Person	\$83,500	\$2,088	\$190	\$731	\$1,897	\$307,435	
4 Person	\$92,750	\$2,319	\$223	\$812	\$2,096	\$338,527	
5 Person	\$100,150	\$2,504	\$264	\$876	\$2,240	\$359,325	

Assumptions: 2020 HCD income limits - LA County; LACDA Utility allowance schedule, 2020; VTA and Associates, 2021.

Based on: 3% interest rate; 30.0% affordable housing cost; 35.0% of monthly affordable cost for taxes and insurance; 10.0% down payment.

Affordability by Household Income

Table 13 shows the maximum amount that a household can pay for housing each month (e.g., rent, mortgage, and utilities) without exceeding the 30 percent income-to-housing cost ratio that is the threshold for overpayment. This amount can be compared to current market prices for single-family homes, condominiums, and apartments to determine what types of housing opportunities a household can afford.

Extremely Low Income Households: Extremely low income households earn 30 percent or less of the AMI. Based on financing criteria noted earlier, the maximum affordable home price for an extremely low income household ranges from \$61,790 to \$86,953 based on 2020 income limits. Homeownership is out of reach for all extremely low income households. Similarly, after deductions for utilities, an extremely low income household can afford to pay \$442 to \$650 in rent per month, depending on the household size. In practical terms, this means that even a five-person extremely low income household cannot afford an average priced one-bedroom without severe overpayment or overcrowding.

Very Low Income Households: Very low income households earn 50 percent or less of the AMI. Based on the 2020 income limits, the maximum affordable home price for a very low income household ranges from \$129,241 for one-person to \$191,020 for a five-person households. Based on the sales data presented in Figure 7, very low income households cannot afford the median sales price for a home in the City, regardless of size. As illustrated in Table 13, a very low income household can afford to pay \$836 to \$1,257 in monthly rent, after deductions for utilities and depending on household size. As a result, very low income families cannot afford to rent in Glendora.

Low Income Households: Low income households earn 51 percent to 80 percent of the AMI. The maximum affordable home price for a low income household ranges from \$230,524 for a one-person household to \$347,334 for a five-person household. Based on the sales data presented, low income households cannot afford to purchase a single-family home. However, some low income households may be able to afford small rental units.

Moderate Income Households: Moderate income households earn 81 percent to 120 percent of the AMI. The maximum affordable home price for a moderate income household ranges from \$238,233 for a one-person household to \$359,325 for a five-person household. Some moderate income households can afford smaller homes and are generally able to afford rents in the City. Larger households though, may still have difficulty finding affordable large rental units.

4. Assisted Housing At-Risk of Conversion

Existing housing that receives governmental assistance is often a significant source of affordable housing in many communities. State law requires the City to identify, analyze, and propose programs to preserve existing multi-family rental units that are currently restricted to low income housing use and that will become unrestricted and possibly be lost as low income housing (i.e., "units at risk" or "at-risk units"). State law requires the following:

- An inventory of restricted low income housing projects in the City and their potential for conversion:
- An analysis of the costs of preserving and/or replacing the units at risk and a comparison of these costs;

- An analysis of the organizational and financial resources available for preserving and/or replacing the units "at risk"; and
- Programs for preserving the at-risk units.

The following discussion satisfies the first three requirements of State law listed above pertaining to the potential conversion of assisted housing units into market rate housing for this housing cycle. The Housing Plan section includes a program for preserving the at-risk units, which meets the final requirement of State law.

Three assisted rental housing projects are located in Glendora. None of the projects are in jeopardy of converting to market-rate in the next ten years (Table 14). The following is a summary of the assisted rental housing projects:

Glendora Gardens has 105 units that are rent-restricted as a result of a HUD Section 8 contract. The former City Redevelopment Agency also assisted in financing the acquisition of this site, the relocation of the school facilities, and the improvement of off-site public facilities. Pursuant to HUD, the project's Section 8 contract will not expire until 2034.

- Heritage Oaks apartment has a total of 157 units, of which 52 are rent-restricted through an agreement with the City. Heritage Oaks has a ground lease agreement with the former Redevelopment Agency to deed restrict units at affordable housing costs for very low and low income seniors through 2065
- Elwood Family Apartments was completed in 2008. This project has 87 units, all of which are reserved for extremely low, very low, and low income families. It was funded through a combination of redevelopment funds, HOME funds, and Low Income Housing Tax Credits (LIHTC). The affordability requirements will be in effect until 2065.
- The former Redevelopment Agency completed an affordable housing project with Habitat for Humanity. The project is a single dwelling located at 252 S. San Jose Avenue. The house was completed and occupied in 2011. A covenant requiring that the house be owned and occupied by a low-income household are in effect until 2056.

Table 14: Inventory of Assisted Housing								
Project Name	Total Units	Affordable Units	Unit Mix (Bedrooms)	Funding Source(s)	Expiration of Affordability			
Non At-Risk								
Elwood Family Apartments	87	9 Extremely Low 52 Very Low 25 Low 1 Manager	33 (2-bedroom) 41 (3-bedroom) 12 (4-bedroom) 1 (3-bedroom)	Glendora RDA HOME Funds LIHTC	2065			
Heritage Oaks	157	52 Low and Very Low	43 (1-bedroom) 4 (2-bedroom)	Glendora RDA set- aside funds	2065			
Habitat for Humanity	1	1 Low	1 Single Family Residence	Glendora RDA Habitat for Humanity	2056			
Glendora Gardens	105	105 Very Low	28 (0-bedroom) 76 (1-bedroom) 1 (2-bedroom)	Glendora RDA set- aside funds, CHFA and Section 8	2034			

Source: City of Glendora, 2021.

Preservation and Replacement Options

To maintain the existing affordable housing stock, the City works to preserve the existing assisted units or facilitate the development of new units. Depending on the circumstances of at-risk projects, different options may be used to preserve or replace the units. Preservation options typically include: 1) transfer of project to non-profit ownership; 2) provision of rental assistance to tenants using other funding sources; and 3) purchase of affordability covenants. For purposes of compliance with Government Code §65583, the following describes actions to preserve the affordability of at-risk units. None of the existing affordable housing developments are at-risk during this planning period. The development that will come at-risk first will be the Glendora Gardens development which consists of 105 units, and its affordability is set to expire in 2034. Planning ahead to ensure preservation of the units potential preservations options are outlined below. Such options could be undertaken by any entity.

- Transfer of Ownership: Transferring ownership of an at-risk project to a non-profit
 housing provider is generally one of the least costly ways to ensure that the at-risk units
 remain affordable for the long term. By transferring property ownership to a non-profit
 organization, low income restrictions can be secured indefinitely and the project would
 become potentially eligible for a greater range of governmental assistance.
- Rental Assistance: Rental subsidies using non-Section 8 funding sources can be used to maintain affordability of the 105 at-risk units. These rent subsidies could be structured to mirror the Section 8 program. Under Section 8, HUD pays the difference between what tenants can pay (defined as 30 percent of household income) and what HUD estimates as the fair market rent (FMR) for the unit. In Los Angeles County, the 2020 FMR was \$1,279 for a studio unit, \$1,517 for a one-bedroom unit and \$1,956 for a two-bedroom unit.

The feasibility of this alternative is highly dependent upon the availability of a sustainable funding source to make rent subsidies available and the willingness of the property owner to participate in the program. As indicated in Table 15, the total cost of subsidizing the rents at all 105 at-risk units is estimated at \$55,819 per month or \$669,756 annually. With the dissolution of the redevelopment agency, the City has no ability to sustain a rent subsidies program.

Table 15: Rental Subsidies Required								
Unit Size	Total Units	Fair Market Rent¹	Household Size	Very Low Income (50% AMI) ²	Affordable Cost – Utilities³	Monthly Per Unit Subsidy	Total Monthly Subsidy	
Very Low Inco	ome Units							
Studio	28	\$1,279	1	\$39,450	\$836	\$443	\$12,404	
1-br	76	\$1,517	2	\$45,050	\$960	\$557	\$42,332	
2-br	1	\$1,956	3	\$50,700	\$1,077	\$879	\$1,077	
Total	105							

Notes:

- 1. FY 2020 Fair Market Rent (FMR) is determined by HUD.
- 2. Los Angeles County 2020 Area Median Household Income (AMI) limits set by the California Department of Housing and Community Development (HCD).
- 3. Affordable cost = 30% of household income minus utility allowance.
- Purchase of Affordability Covenants: Another option to preserve the affordability of the
 at-risk project is to provide an incentive package to the owner to maintain the project as
 affordable housing. Incentives could include writing down the interest rate on the
 remaining loan balance, and/or supplementing the Section 8 subsidy received to market
 levels. The feasibility of this option depends on whether the complex is too highly
 leveraged.
- Construction of Replacement Units: The construction of new lower income housing units is a means of replacing the at-risk units should they be converted to market-rate units. The cost of developing housing depends upon a variety of factors, including density, size of the units (i.e. square footage and number of bedrooms), location, land costs, and type of construction. Assuming an average construction cost of \$162,292 per unit, it would cost approximately \$17 million (excluding land costs) to construct 105 new assisted units. Including land costs, the total cost to develop replacement units would be even higher.

Table 16: Estimated New Construction Costs								
	(A)	(B)	(C)	(D)				
Unit Size	Total Units	Estimated Average Unit Size (sq. ft.)	Estimated Gross Building Size	Estimated Gross Building Costs				
Studio	28	450	15,120	\$3,628,800				
1-br	76	600	54,720	\$13,132,800				
2-br	1	850	1,020	\$244,800				
Total	105		70,860	\$8,615,690				
Average Per Unit Cost:	\$17,006,400							

Notes

- 1. (C) = (A) \times (B) \times 1.20 (i.e. 20% inflation to account for hallways and other common areas).
- 2. (D) = (C) x \$192 (per square foot construction costs) x 1.25 (i.e. 25% inflation to account for parking and landscaping costs).
- 3. \$192 per square foot estimate based on UC Riverside, School of Business February 2020 Economy White Paper Series, Demystifying the High Cost of Multi-Family Housing Construction in Southern California.

Cost Comparisons

Current market value for the Glendora Gardens development is estimated on the basis of potential annual income and operating and maintenance expenses at the Glendora Gardens project. As indicated below, the estimated market value of the project is approximately \$11.1 million. (This estimate is provided for the purpose of comparison and understanding the magnitude of costs involved and does not represent the precise market value of the projects.)

Table 17: Market Value of At-Risk Housing Units					
Unit Information	Total				
Studio Units	28				
1-bedroom Units	76				
2-bedroom Unit	1				
Total Units	105				
Annual Gross Income	\$1,836,720				
Annual Operating Cost	\$315,250				
Net Annual Income	\$1,521,470				
Estimated Market Value	\$16,736,170				

Market value for project is estimated with the following assumptions:

- 1. Average market rent based on Fair Market Rents (FY 2020) established by HUD (\$1,279 for a studio unit, \$1,517 for a one-bedroom unit and \$1,956 for a three-bedroom unit).
- Average unit size is estimated at 450 square feet for a studio unit, 650 square feet for a onebedroom unit and 1,050 square feet for a three-bedroom unit.
- 3. Vacancy rate is assumed at 0% as the projects are usually fully occupied.
- 4. Annual operating expenses per square foot are estimated to be \$5.00.
- 5. Market value = Annual net project income x multiplication factor.
- 6. Multiplication factor for a building in moderate condition is 11.

The above analysis attempts to estimate the cost of preserving the Glendora Gardens project under various options. The hypothetical cost of acquiring the at-risk units and transferring ownership to non-profit housing organizations is high (\$16.7 million). In comparison, the annual costs of providing rental subsidies to preserve the 105 assisted units are relatively low (\$669,756); however, long-term provision of rental subsidies for at least 55 years would cost more than \$36 million. The option of constructing 105 replacement units is also costly (\$17 million, excluding land costs) and constrained by a variety of factors, including growing scarcity of land zoned for residential use and rising land costs.

Resources for Preservation

Available public and non-profit organizations with the capacity to preserve assisted housing developments include Los Angeles County and various non-profit developers, such as Jamboree Housing Corporation. Financial resources available include federal CDBG, HOME, Section 8 rental assistance, and Low Income Housing Tax Credits.

5. Existing Housing Problems

The SCAG data estimating the number of households at each income level presented earlier does not provide any detail on the specific housing needs and problems faced by the City's lower income households. The Comprehensive Housing Affordability Strategy (CHAS) developed by the Census Bureau for HUD, however, provides detailed information on housing needs by income level for different types of households in Glendora. Detailed CHAS data based on the 2013-2017

ACS data is displayed in (Table 18). Housing problems considered by CHAS include:

- Units with physical defects (lacking complete kitchen or bathroom);
- Overcrowded conditions (housing units with more than one person per room);
- Housing cost burden, including utilities, exceeding 30 percent of gross income; or
- Severe housing cost burden, including utilities, exceeding 50 percent of gross income.

Housing Cost Burden

Most lower and moderate income households cope with housing cost issues either by assuming a cost burden, or by occupying a smaller than needed or substandard unit. Specifically, according to CHAS, 83 percent of the City's very low income households and 63 percent of low income households experienced one or more housing problems (e.g., cost burden, overcrowding, or substandard housing condition) between 2013 and 2017.³ The types of housing problems experienced by Glendora households vary according to household income, type, and tenure. Some highlights include:

- In general, renter-households had a higher level of housing problems (50 percent) compared to owner-households (41 percent).
- Large renter-families had the highest level of housing problems regardless of income level (69 percent).
- Approximately 81 percent of extremely low income (households earning less than 30 percent of the AMI) and 65 percent of very low income households (households earning between 31 and 50 percent of the AMI) had housing problems.

About 65 percent of extremely low income elderly households spent more than 50 percent of their income on housing, including 54 percent of elderly renters and 72 percent of elderly owners within this income category.

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U.S. Department of Housing and Urban Development, Comprehensive Housing Affordability Strategy (CHAS) data based on 2013-2017 ACS.

Table 18: Housing Assistance Needs of Lower Income Households (2013-2017)								
Household by Type,	Renters				Owners			Total
Income, and Housing Problem	Elderly	Small Families	Large Families	Total Renters	Elderly	Large Families	Total Owners	Households
Extremely Low Income (0-30% AMI)	280	275	60	875	440	275	60	870
With any housing problem	78.6%	90.9%	100.0%	81.7%	78.4%	92.7%	83.3%	81.0%
With cost burden >30%	78.6%	90.9%	100.0%	80.6%	78.4%	92.7%	83.3%	81.0%
With cost burden >50%	53.6%	87.3%	100.0%	71.4%	71.6%	70.9%	83.3%	70.7%
Very Low Income (31-50% AMI)	155	340	115	770	595	385	60	1,135
With any housing problem	87.1%	83.8%	100.0%	85.7%	37.8%	71.4%	50.0%	51.5%
With cost burden >30%	87.1%	83.8%	100.0%	85.1%	36.1%	71.4%	41.7%	50.2%
With cost burden >50%	51.6%	52.9%	43.5%	50.0%	21.0%	58.4%	41.7%	37.0%
Low Income (51-80% AMI)	160	615	85	980	775	475	195	1,595
With any housing problem	62.5%	78.9%	88.2%	75.0%	37.4%	71.6%	87.2%	58.9%
With cost burden >30%	62.5%	77.2%	88.2%	74.0%	37.4%	69.5%	79.5%	57.4%
With cost burden >50%	0.0%	1.6%	11.8%	4.1%	12.3%	29.5%	17.9%	21.3%
Moderate & Above Income (>80% AMI)	220	1,500	270	2,410	2,105	4,740	980	8,455
With any housing problem	18.2%	12.3%	42.6%	15.8%	9.7%	19.2%	28.6%	18.7%
With cost burden >30%	13.2%	7.7%	7.4%	8.0%	9.0%	18.4%	14.8%	16.4%
With cost burden >50%	1.8%	0.0%	0.0%	0.2%	1.4%	1.6%	3.6%	2.0%
Total Households	815	2,730	530	5,035	3,915	5,875	1,295	12,055
With any housing problem	60.7%	44.1%	68.9%	49.5%	27.2%	30.3%	40.9%	31.6%
With cost burden >30%	59.4%	41.2%	50.9%	45.3%	26.6%	29.4%	29.0%	29.7%
With cost burden >50%	28.7%	15.8%	22.6%	20.9%	14.4%	10.8%	11.2%	12.8%

Note: Data presented in this table are based on special tabulations from the American Community Survey (ACS) data. Due to the small sample size, the margins for error can be significant. Interpretations of these data should focus on the proportion of households in need of assistance rather than on precise numbers.

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), (2013-2017).

Overcrowding

Overcrowding is defined by the State Department of Housing and Community Development (HCD) as a household with more than one person per room (excluding bathroom, kitchen). Severe overcrowding is one with more than 1.5 persons per room.⁴ Overcrowding typically occurs when housing costs are so high relative to income that families double-up or take on roommates or boarders to devote income to other basic needs, such as food and medical care. Overcrowding also tends to result in deterioration of homes and shortage of on-site parking. Therefore,

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A housing unit with more than one person per room is considered by HCD and HUD as overcrowded. In calculating overcrowding, living and dining rooms are included but kitchens and bathrooms are excluded.

maintaining a reasonable level of occupancy and alleviating overcrowding is an important contributor to quality of life.

Overall overcrowding in Glendora has increase since 2011. According to the ACS, 2018 5-year estimates, overcrowding in rental units increased 4 percent from 3.1 to 7.1 percent, while owner units increased slightly from 2.2 to 2.5 percent. According to the SCAG pre-certified local housing data, the incidence of overcrowding in Glendora was substantially lower than the SCAG region, where overcrowding affected 15.6% percent of rental households and 4.9% of owner households (Figure 8).

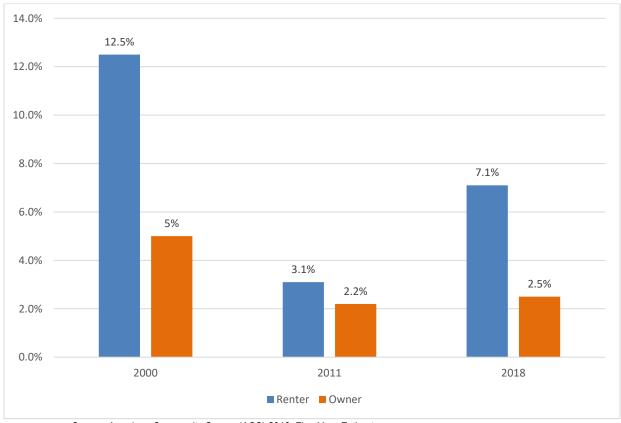


Figure 8: Overcrowding

Source: American Community Survey (ACS) 2018, Five-Year Estimates.

Cost Burden (Overpayment)

Housing cost burden, also known as overpayment, is defined as a housing cost that exceeds 30 percent of a household's gross income. A severe cost burden is a housing cost that exceeds 50 percent of a household's gross income.⁵ Housing cost burden is particularly problematic for low and moderate income households in that it leaves little resources for a household to pay for other living expenses. Housing overpayment occurs when housing costs increase faster than income. Like most urban communities in California, it is not uncommon to overpay for housing. However, to the extent that overpayment is often disproportionately concentrated among the most vulnerable members of the community, maintaining a reasonable level of housing cost burden is an important contributor to quality of life.

The 2013-2017 CHAS data estimated that 30 percent of the City's owner-households and 45 percent of renter-households were overpaying for housing. As market rents were generally affordable to moderate income households, renters in this income group were not as impacted by cost burden. Among the different household types large-family renters and small-family renters in the lower income groups were most impacted by cost burden, compared to other household types.

Overall, housing cost burden was most prevalent among extremely low income households in Glendora (81 percent). Housing cost burden for very low income and moderate income households were also high with 64 percent of households overpaying for housing. Housing cost burden was most severe among extremely low income, and very low income large family renter-households; 100 percent of these households experienced a severe housing cost burden.

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A household spending more than 30 percent of its gross household income on housing is considered costburdened both by the State Department of Housing and Community Development (HCD) and the U.S. Department of Housing and Urban Development (HUD).

3. HOUSING CONSTRAINTS

A variety of factors can encourage or constrain the development, maintenance, and improvement of housing in Glendora. These include market mechanisms, government rules and regulations, and physical and environmental constraints. This section addresses these potential constraints and actions taken to mitigate them.

A. Market Constraints

Land costs, construction costs, and market financing contribute to the cost of housing reinvestment and potentially can hinder the production of new affordable housing. Although many constraints are driven by market conditions, jurisdictions have some leverage in instituting policies and programs to address and mitigate the constraints. This section discusses the potential market constraints in Glendora.

1. Development Costs

Development costs include land, construction costs, and financing. The costs of labor and materials have a direct impact on the price of housing and are the main components of housing cost. Residential construction costs vary greatly depending upon the quality, size, and the materials being used. A major component of the cost of housing is the cost of building materials, such as wood and wood-based products, cement, asphalt, roofing materials, and plastic pipe. Prices for these goods are affected primarily by the availability and demand for such materials. The costs of building materials in Los Angeles County in general and in Glendora in particular are moderate and, therefore do not constitute a constraint to the development of affordable housing.

A major cost component of new housing is labor. Product design and consumer expectations also influence the types and styles of units being constructed in this area. Today's new homes are quite different than those produced during the 1960s. Numerous interior and exterior design features (larger master bedroom suites, gourmet kitchen, or energy efficiency features) make it difficult to make direct comparisons in costs over the years. In a highly competitive market, many consumers consider these amenities as necessities when buying a new home. While the basic shelter house has met with varying degrees of consumer acceptance, the high costs of homeownership may lead to a return to less complicated designs. A significant constraint for many families is the specific design features (lack of recreational facilities or unit size and design) in individual projects that are not suited for children. In addition, design features such as stairs, hallways, doorways, counters, and plumbing facilities may restrict access to disabled persons.

One indicator of construction costs is Building Valuation Data compiled by the International Code Council (ICC). The unit costs compiled by the ICC include structural, electrical, plumbing, and mechanical work, in addition to interior finish and normal site preparation. The data are national and do not take into account regional differences, nor include the price of the land upon which the building is built. In 2021, according to the latest Building Valuation Data release, the national average for development costs per square foot for apartments and single-family homes in February 2021 are as follows:

- Type I or II, R-2 Residential Multifamily: \$165.73 to \$179.04 per sq. ft.
- Type V Wood Frame, R-2 Residential Multifamily: \$120.47 to \$125.18 per sq. ft.
- Type V Wood Frame, R-3 Residential One and Two Family Dwelling: \$130.58 to \$138.79 per sq. ft.

 R-4 Residential Care/Assisted Living Facilities generally range between \$152.25 to \$211.58 per sq. ft.

A reduction in amenities and the quality of building materials (above a minimum acceptability for health, safety, and adequate performance) could result in lower sales prices. In addition, prefabricated factory-built housing may provide for lower priced housing by reducing construction and labor costs. Another factor related to construction costs is the number of units built at one time. As the number of units increase, the per-unit cost of construction is lower due to economies of scale.

Another key component is the price of raw land and any necessary improvements. The diminishing supply of residential land combined with a fairly high demand for such development keeps land costs relatively high in communities across Southern California. A search on Zillow of available underutilized or vacant land in the City, identify that land costs average approximately \$35-\$55 per square foot. Overall, construction and land costs in the City are comparable to costs elsewhere in the region.

2. Median Home Costs

According to Southern California Association of Government (SCAG), between 2000 and 2018, median home sales prices in Glendora increased 167 percent while prices in the SCAG region increased by 151 percent. Recently home prices have continued to increase. According to CoreLogic⁶, a California Home Sale database that provides monthly sale reports, the Glendora area sold 46 homes in May 2021 with a median home price of \$847,000. The median price for February 2020 was \$689,000 representing a 22.9 percent increase.

3. Mortgage and Rehabilitation Financing

The availability of financing affects a person's ability to purchase or improve a home. Under the Home Mortgage Disclosure Act (HMDA), lending institutions must disclose information on the disposition of loan applications by the characteristics of applicants. This applies to all loan applications for home purchases and improvements, whether financed at market rate or through government assistance. Table 19 summarizes the disposition of applications submitted to financial institutions for home purchase and home improvement loans within Glendora in April 2021.

Table 19: Disposition of Home Purchase and Improvement Loan Applications (2019)						
Loan Type	Total Applications	Percent Approved	Percent Denied	Percent Other		
Home Purchase Loans	1,066	75%	7%	18%		
Home Improvement Loans	251	65%	17%	18%		

Notes:

1. Percent Approved includes loans approved by the lenders whether or not accepted by the applicant.

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^{2.} Percent Other includes loan applications that were either withdrawn or closed for incompleteness. Source: https://ffiec.cfpb.gov/data-publication/ April 2021.

⁶ https://www.corelogic.com/wp-content/uploads/sites/4/2021/06/CA-Home-Sale-Activity-by-City-May-2021.pdf

Home Purchase and Improvement Loans

In 2019, a total of 1,066 households applied for loans, either conventional or government-backed, to purchase homes in Glendora. For home purchase loans, the approval rate for the City was 75 percent. During the same time, a total of 251 households in Glendora applied for home improvement loans. The approval rate for home improvement loans in Glendora was 65 percent. Given the relatively high rates of approval for home purchase and improvement loans, financing was generally available.

4. Lesser Densities and Approval Times

Market can also constrain the timing between project approval and requests for building permits. In Glendora, the average time between project approval and request for building permit is typically three to six months. Recent housing construction in the City has primarily been single-family units. Therefore, the City has not experienced projects proposing to develop below the allowable density.

B. Governmental Constraints

Local policies and regulations can impact the price and availability of housing and in particular, the provision of affordable housing. Land use controls, site improvement requirements, fees and exactions, permit processing procedures, and various other factors may present constraints to the maintenance, development and improvement of housing. This section discusses potential governmental constraints in Glendora.

1. Land Use Controls

The Land Use Element of the Glendora General Plan sets forth the City's policies for guiding local development. These policies, together with existing zoning regulations, establish the amount and distribution of land allocated for different uses within the City. As described below in Table 20, the General Plan has six primary residential designations permitting a varying level of densities for open space, rural, and urban residential uses. As part of the City's General Plan update (Community Plan 2025), the City introduced a new Village Mixed Use designation, which covers the downtown Village area.

	Table 20: Residential Land Use Categories						
General Plan Land Use	Zoning District(s)	Density (du/ac)	Allowable Residential Types				
Hillside Very Low Density Residential	RHR and E7	0.1-1	Least intensive residential land use and is intended for steep hillsides and other areas least suited for development.				
Low Density Residential	E-5, E-6	1.1-3	Intended to serve as transitional areas between hillside areas and more intensive single-family residential areas.				
Low/Medium Density Residential	E-3, E-4, and R-1	3.1-6	This residential zone is the most intensive designation for single-family residences and includes most non-hillside areas.				
Medium Density Residential	LGA and GA	6.1-11	Allows for various multiple and single-family attached housing, including apartments, duplexes, townhouses, and patio homes.				
Medium/High Density Residential	R-2	11.1-15	This district functions as a transitional zone. Housing permitted includes apartments, duplexes, townhomes, and patio homes.				
High Density Residential	R-3	15.1-25	This is the most intensive residential land use designation and is designed for higher density residential land uses, such as apartments.				
Village Mixed Use	Civic Center Area Plan	15-30	Encourages development of professional offices, public/quasi-public facilities, retail businesses, small-lot single-family and multi-family residential developments.				

Source: Land Use Element, City of Glendora General Plan (2006); and Glendora Municipal Code (2021).

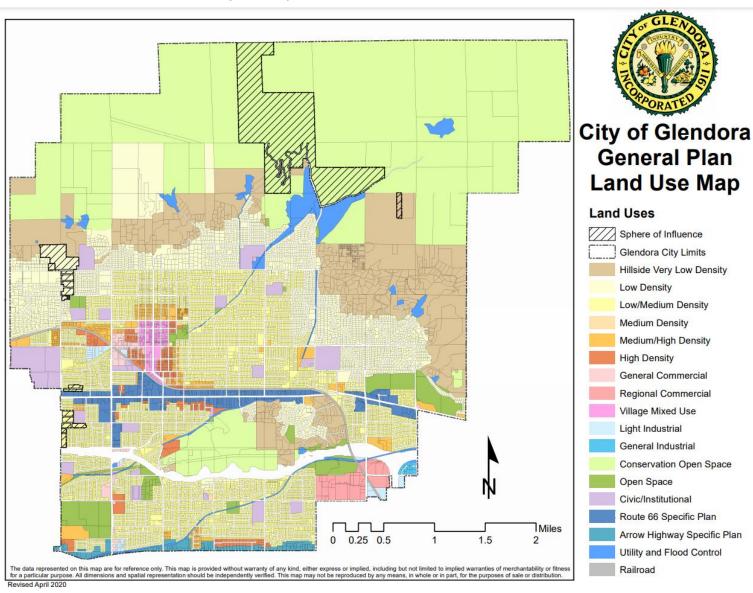


Figure 9: City of Glendora General Plan Land Use Map

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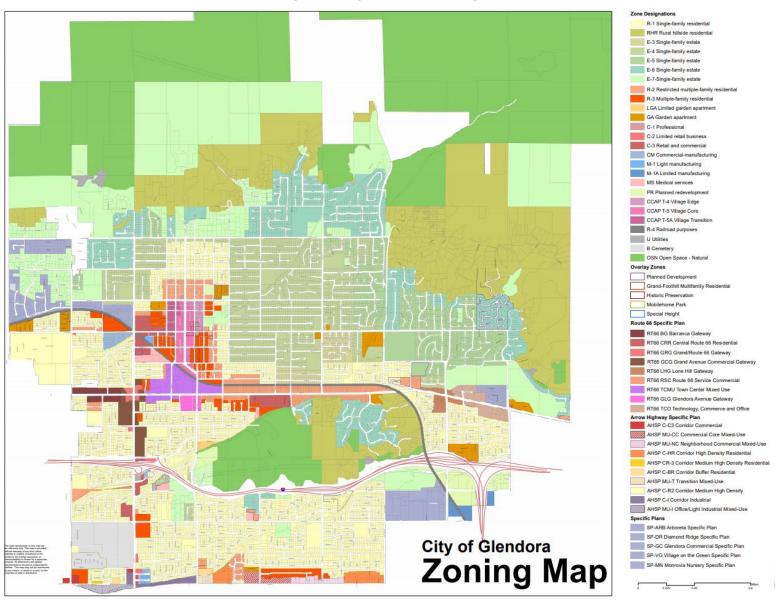


Figure 10: City of Glendora Zoning Map

Route 66 Corridor Specific Plan

The Route 66 Corridor Specific Plan area is considered to be the core commercial corridor within the City of Glendora. Analysis of the Specific Plan area has determined that the corridor is not maximizing its potential as a primary business and activity corridor. In response, the City hopes to improve the economic vitality and livability of the corridor through the establishment of a comprehensive strategy to retain existing business and attract additional commercial, industrial, office, retail and residential opportunities. The development standards for the Route 66 Corridor Specific Plan allow for significantly greater residential densities than the rest of the City. The actual densities vary by zoning subdistrict and are detailed in Table 21.

Table 21: Residential Land Use Designations in Route 66 Corridor Specific Plan							
Land Use Sub-District	Zoning	Density (du/ac)	Residential Type				
Town Center Mixed Use	TCMU	30.0	Mixed use district that emphasizes a mix of single-family and multiple-family residential, commercial uses and smaller-scale street-oriented retail development.				
Barranca Gateway	BG	20.0	Envisioned to capitalize on adjacent market potential introduced by Azusa Pacific University and Citrus College. Uses appropriate for this zoning subdistrict include mixed use, retail sales, restaurants, offices, and other service uses				
Route 66 Residential	CRR	30.0	Intended to contribute to the mix of housing choices through the provision of multiple-family residential development				

S LORAINE AVE E COMPROMISE LINE RO É MAUNA LOA AVE INA LOA AVE W BASELINE RD Route 66 Corridor RT66-GLG Glendora Avenue Gateway RT66-BG Barranca Gateway ST HWY E OFF RT66-CRR Central Route 66 Residential RT66-GCG Grand Commercial Gateway RT66-GRG Grand/Route 66 Gateway E GLADSTONE ST RT66-LHG Lone Hill Gateway W GUADSTONE ST RT66-RSC Route 66 Service Commercial RT66-TCMU Town Center Mixed Use W JUANITA AVE RT66-TCO Technology, Commerce, and

Figure 11: Route 66 Specific Plan Map

Civic Center Area Plan

The Civic Center Area Plan (CCAP) area covers the historic downtown village core of Glendora. The CCAP is intended to maintain the village area as a vibrant pedestrian oriented area with a mix of commercial and residential uses. The CCAP includes a parking reduction district and parking exemption district, both of which provide reduced parking requirements for residential and commercial development. The CCAP includes three subdistricts; the allowed densities and development types for each subdistrict are detailed in Table 22.

Table 22: Residential Land Uses in Civic Center Area Plan						
Zoning	Density (du/ac)	Residential Type				
T-4 Village Edge	30.0	Residential district intended for single-family and multiple-family residential development				
T-5 Village Core	30.0	Mixed use district intended for residential on upper floors and commercial uses on ground floors along the main street				
T-5A Village Transition	30.0	Mixed use district intended for single-family, multiple-family, and mixed use development				

Arrow Highway Specific Plan

The Arrow Highway Specific Plan is a comprehensive document implementing the City of Glendora's vision for its southernmost corridor. As part of the Southern California Association of Government's Compass Blueprint Program, Glendora and its neighboring jurisdictions initiated a planning process to improve the corridor's mobility, foster livable communities, and promote sustainable development. That effort resulted in initial guidance for the Arrow Highway Specific Plan; however, the Specific Plan goes beyond the preliminary concepts to establish a clear vision and implementation program fostering livability, housing, retail, and service options; improving and integrating open space and community spaces; encouraging catalytic projects; and improving mobility. This plan introduced residential as a use to several zoning areas where it previously was prohibited.

Table 23: Residen	tial Land Uses in Arrow Highv	vay Specific Plan
Zoning	Density (du/ac)	Maximum Height & Related Standards
Corridor High Density Residential (C-HR)	25	3 stories, not to exceed 35 feet Ground floor shall provide a minimum of 10 feet in interior height (finished floor to ceiling)
Corridor Medium High Density Residential (C-R3)	20	2 stories, not to exceed 25 feet
Corridor Buffer Residential (C-BR)	20	2 stories, not to exceed 25 feet 1 acre minimum parcel size
Corridor Medium Density Residential (C-R2)	15	2 stories, not to exceed 25 feet
Transition Mixed-Use (MU-T)	Mixed-Use (Residential/ Commercial): 25 DU/AC 0.85 FAR Single Use: Commercial 0.5 FAR Single Use: Residential 25 DU/AC	3 stories, not to exceed 35 feet Ground floor 10' minimum interior Minimum parcel for mixed- use development is 1 acre
Commercial Core Mixed-Use (MU-CC)	Mixed-Use (Residential/ Commercial): 25 DU/AC 0.85 FAR Single Use: Commercial 0.5 FAR Single Use: Residential 25 DU/AC	3 stories, not to exceed 35 feet; 40 feet allowed only for mixed-use. Residential (single use or mixed-use) - Ground floor shall provide a minimum of 10 feet in interior (finished floor to ceiling) height. Nonresidential (single use or mixed-use) - Ground floor shall provide a minimum of 14 feet in interior (finished floor to

Zoning	Density (du/ac)	Maximum Height & Related Standards
		ceiling) height, subject to review and exception by the Planning Director.
		Minimum parcel for mixed-use or residential is 1 acre.
Neighborhood Commercial Mixed-Use (MU-NC)	Mixed-Use (Residential/ Commercial) 25 DU/AC 0.85 FAR Single Use: Commercial 0.50 FAR Single Use: Residential 25 DU/AC	2 stories, not to exceed 35 feet Residential (single use or mixed-use) - Ground floor shall provide a minimum of 10 feet in interior (finished floor to ceiling) height. Nonresidential (single use or mixed-use) - Ground floor shall provide a minimum of 14 feet in interior (finished floor to ceiling) height, subject to review and exception by the Planning Director. Minimum parcel for mixed-use or residential is 1 acre.

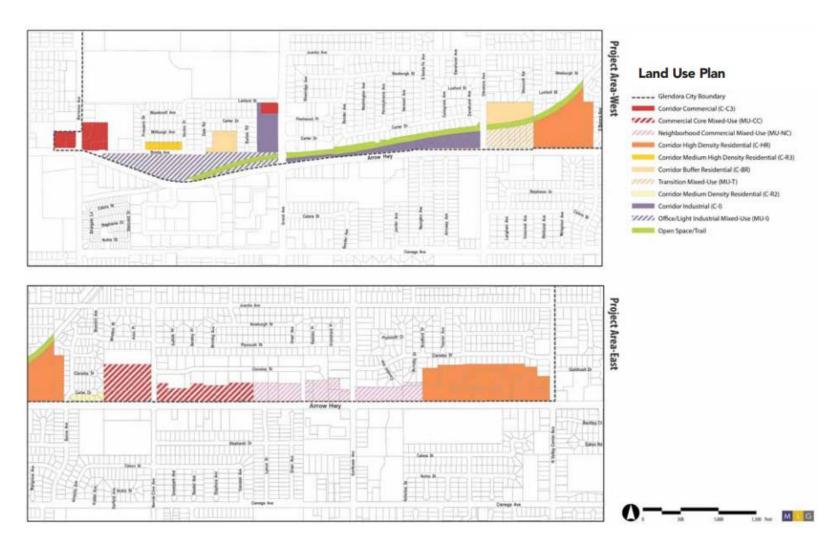


Figure 2: Arrow Highway Specific Plan

Hillside Development

Since its incorporation, the City has been known as the "Pride of the Foothills." Given the surge in development and the potential degradation of environmental features resulting from hillside grading, the City enacted a Hillside Management Ordinance in 1994 which updated previously adopted regulatory policies concerning management of the City's significant foothill acreages. The ordinance was amended to be more sensitive to the use of land in hillsides so that natural characteristics (e.g., land forms, vegetation, wildlife, scenic qualities and open space) could be maintained. Specific goals of the ordinance are as follows:

- (1) Preserve unique and significant geological, biological, and hydrological features;
- (2) Encourage alternative approaches to hillside development through land use patterns and intensities that are consistent with natural characteristics;
- (3) Protect prominent vistas of hillside areas in order to maintain the identity, image, environmental quality, and aesthetic quality of the City; and
- (4) Protect the public health and safety from potentially hazardous conditions related to hillside development.

All parcels with an average slope of ten percent or greater fall under purview of the Ordinance. To construct residential units, an approved development plan review is required. This ordinance does not restrict the ability of the City to address its RHNA given that all the homes in the hillsides would only be affordable to upper income households.

Toward the end of 2001, the Glendora City Council accepted applications and appointed members for an "Ad Hoc Committee to Preserve the Foothills" to proactively address the development issues in Glendora that other local hillside communities have faced in recent years. The Ad Hoc Committee detailed its suggestions to the City for managing hillside development in a formal document called the Recommended Hillside Strategy. The Hillside Strategy has four components:

- (1) Open Space Preservation: This component calls for the city to acquire hillside properties from willing private property owners in order to ensure the greatest ability to preserve open space. The Hillside Strategy identifies three priority acquisition areas, including undeveloped areas in the eastern portion of the Glendora foothills, the South Hills area, and the northwestern portion of Harrow Canyon.
- (2) Controlled Development: This component steers development towards the lower hillside slopes by decreasing the allowable densities as slopes increase, and avoiding ridgelines, canyons, streams, channels, and habitat corridors.
- (3) Design Guidelines for New Development: This component calls for the establishment of guidelines that minimize the visual intrusiveness of new development by designing new residences to fit with the natural character of the hillside areas.
- (4) Clarification of Ambiguities: This final component of the hillside strategy aims to clarify existing ambiguities in the General Plan and zoning code. Proposed clarifications include: the removal of residences as an allowable use in the Open Space land use designation and the creation of a hillside residential General Plan designation that would include the residential uses removed from the Open Space designation.

Overlay Districts

The City's **Special Height Overlay** zone is designed to accommodate land uses that require a greater building height than is permitted in certain zones. The Special Height Overlay can be applied to the C-2, C-3, CM, MS, M-1, IP and the PR zones. Pursuant to this zone, a building may exceed the height limitation in the underlying zone, but shall not exceed eight stories or 80 feet. The minimum front setback must be 25 feet, while the minimum side yard shall be 20 feet plus four feet for each additional story.

The **Historic Preservation Overlay** (HPOZ) is intended to promote the general welfare, cultural enrichment, and economic prosperity of the people by providing for the identification, protection, preservation, and enhancement of areas of the city having historic, architectural, or cultural significance. Areas designated as an HPOZ exemplify or reflect special elements of the City's cultural, social, economic, political, aesthetic, engineering, or architectural history.

Glendora has established a **Mobilehome Park Overlay** zone to provide appropriate locations where mobilehome parks may be established and maintained. There are currently 670 mobile homes in Glendora. Mobile home parks provide an important source of affordable housing within the community for lower-income households. These regulations are intended to promote an orderly and pleasant residential environment in harmony with surrounding land uses. The minimum lot area for a mobilehome park in this overlay is 12 acres.

The **Grand-Foothill** multifamily residential overlay enacts unique zoning policies intended to promote well planned, multiple-family development through the logical redevelopment of properties located within the overlay area's boundaries, and reward development that consolidates property and/or integrates energy conservation and environmental stewardship into project design. The objective of the overlay area is to obtain a comprehensively planned development area with two and three-story residential buildings, an efficient internal circulation system, and a visually pleasing landscaped perimeter around the overlay area.

Flexibility in Development Standards

The Specific Plan process and Planned Redevelopment Zone (PR Zone) are the primary means to provide appropriate relief from literal application of zoning regulations and development standards, where appropriate, to facilitate new development. According to the Glendora Zoning Code, the purpose of the PR Zone is "to provide for development on a comprehensive basis by using site planning techniques not permitted through literal application of zoning and subdivision regulations." The Zoning Code does not set residential development standards for the PR zone. Pursuant to development plan review process, the residential standards, covenants, and conditions are established by the City Council. Therefore, projects of any size, type, and density can be considered for approval.

The PR zone has been used to facilitate construction of affordable housing that is compatible with adjacent land uses. The Glendora Gardens project was a combination of one- and two-story structures situated in an R-2 zone. The Heritage Park Apartments was a two-story project located in front of a slight hill, thus providing an enclave for the structure in an area where the zoning of the adjacent land uses varies from open space to R-1. Both projects were rezoned to PR to facilitate development.

2. Residential Development Standards

The City regulates the type, location, density, and scale of residential development primarily through the Zoning Code. Zoning regulations are designed to protect and promote the health, safety, and general welfare of residents as well as implement the policies of the City's General Plan. The Zoning Code also serves to preserve the character and integrity of existing neighborhoods. Table 24 summarizes the most pertinent development standards for single-family and multiple-family housing.

	Tab	le 24: Residentia	al Development	Standards				
		General Pla	an Residential Lai	nd Use Category	(Zone)			
Development Standard	Hillside Very Low Density (E-7, RHR)	Low Density (E-5, E-6, E-7)	Low/ Medium Density (E-4, E-3, R-1)	Medium Density (LGA and GA)	Medium/ High Density (R-2)	High Density (R-3)		
Building Standards								
Max. Density	E7 = 0.05-2.2 RHR = 0.1-1	E5 = 4.1 E6 = 2.9-3.5 E7 = 0.05-2.2	E4/E3 = 5 R1 = 5.8	LGA = 7.9 GA = 10.9	R-2: 14.5	R-3: 19.8		
Max. Building Height	2 stories	2 stories	2 stories	2 stories	2 stories	2 stories		
Min. Unit Size (sq. ft.)	n/a	n/a	n/a	600 sq. ft. for a studio + additional 200 sq. ft. for each bedroom				
Max. Floor Area	RHR=n/a E-7=35%	35%	35%	400 sq. ft. usable open space per residenti unit				
Lot Standards								
Min. Lot Area (sq. ft.)	E-7= 200,000 /	E-5=10,500 E-6=12,500 to	E-3=8,000	40,000	10,000	10,000		
Min. Lot Area per Unit (sq. ft.)	500,000 800,000 RHR=43,560	15,000 E-7= 200,000/ 500,000 800,000	E-4=8,500 R-1=7,500	LGA = 5,500 GA = 4,000	3,000	2,200		
Min. Lot Width (ft.)	RHR=200 E-7=100	E-5=85 E-6=100 E-7=100	R-1/ E-3=70 E-4=75	120	80	80		
Min. Lot Depth (ft.)	RHR=200 E-7=100	100	100		125			
Front Yard (ft.)	RHR=40 (or 10% of lot depth) E7=25	25	R-1=20/ E-3 & E-4=25	20				
Side Yard (ft.)	RHR=30 E7=7	7	R-1=5/ E-3 & E-4=7	5 (one	e-story); 10 (two-s	story)		
Rear Yard (ft.)	RHR=50 (or 20% of lot depth) E7=35	35	R-1=25/ E- 3&E-4=35		20			

	Tab	le 24: Residentia	l Development	Standards				
		General Pla	n Residential La	nd Use Category	(Zone)			
Development Standard	Hillside Very Low Density (E-7, RHR)	Low Density (E-5, E-6, E-7)	Low/ Medium Density (E-4, E-3, R-1)	Medium Density (LGA and GA)	Medium/ High Density (R-2)	High Density (R-3)		
Parking								
Single-Family	2 spaces in a gara	age						
Accessory Dwelling Unit	N/A							
Multiple-Family		1 enclosed and 1 open space or additional enclosed space/unit + 0.2 spaces per bedroom per unit for units with over 2 bedrooms						
Mobilehome	9 spaces for ever	y 4 mobilehome unit	ts					
Guest Space	0.4 spaces per ur	nit for multiple-family	units and mobile	homes.				

Source: Glendora Municipal Zoning Code 2021.

Parking requirements for residential uses in Glendora are summarized in Table 24. Glendora's parking standards are comparable to those of surrounding jurisdictions. Requirements for multifamily developments are equal to, or less than, requirements for single-family detached dwellings. Guest space requirements for multi-family developments are reasonable because these types of developments do not have private driveways for each unit to accommodate parking for guests. Nonetheless, because the cost of providing parking can make financing the development of housing affordable to lower and moderate income households more difficult, reduced parking and other incentives, concessions, or waivers and modifications of development standards are available for developers of affordable projects that are eligible for a density bonus.

Development standards for residential development in the Route 66 Corridor Specific Plan area and the Civic Center Area Plan area are different from citywide standards and are detailed in Table 25 and Table 26. In general, the Route 66 Corridor Specific Plan and the Civic Center Area Plan allows for taller buildings, greater maximum floor area, and smaller setbacks. Residential development standards in the Arrow Highway Specific Plan area are presented earlier in Table 23.

Table 25: Ro	oute 66 Corridor Specifi	ic Plan Development S	tandards
	Town Center Mixed Use (TCMU)	Barranca Gateway (BG)	Route 66 Residential (CRR)
Building Standards			
Maximum Building Height	45 feet 3 stories	35 feet 2 stories	45 feet 3 stories
Maximum Floor Area Ratio	0.50 (commercial) 1.0 (mixed-use)	0.35 (commercial) 0.75 (mixed-use)	0.30
Lot Standards			
Front Yard (ft.)	15	15	15
Rear Yard (ft.)	0	0	10
Side Yard (ft.)	0	0	10
Parking	Same as citywide parking	standards (see Table 24)	

Source: Glendora Municipal Zoning Code.

Table 26: Civic Center Area Plan Development Standards								
	T-4 Village Edge	T-5 Village Core	T-5A Village Transition					
Building Standards								
Maximum Building Height	25 feet 2 stories	45 feet 3 stories	45 feet 3 stories					
Maximum Floor Area Ratio	NA	NA	NA					
Lot Standards								
Front Yard (ft.)	20	0-5	5-10					
Rear Yard (ft.)	20	0	0-15					
Side Yard (ft.)	5	0	0-10					
Parking	reduction district: 1 sp	In parking exemption district: 1 space per bedroom; in parking reduction district: 1 space per bedroom plus 0.1 guest spaces per bedroom; elsewhere: same as citywide parking standards						

Source: Glendora Municipal Zoning Code.

Development Incentives

The City encourages mixed use and residential development, particularly affordable housing development, and facilitates redevelopment through a variety of development incentives.

Affordable Housing: The City adheres to the State density bonus law to provide density bonuses and regulatory incentives, including parking requirement reductions, for senior housing projects and projects that set aside a portion of the units as housing affordable to lower and moderate income households. In February 2013, the City Council approved an update to the Zoning Ordinance to maintain consistency with State law. Since 2013, the State has passed several changes to the State Density Bonus law.

AB 1763 requires the City to grant developers providing 100 percent of the units to lower income households additional density, concessions and incentives, and height increases. The law allows up to 20 percent of the total units in the development for moderate-income households. Under the revised law, density bonus projects must be allowed four incentives or concessions, and for developments within ½ mile of a major transit stop, a height increase of up to three additional stories or 33 feet. A density bonus of 80 percent is required for most projects, with no limitations on density placed on projects within 0.5 mile of a major transit stop. The bill also allows developers to request the elimination of minimum parking requirements for rental units affordable to lower-income families that are either supportive housing or special needs housing, as defined. SB 1227 provides density bonus for student housing development for students enrolled at a full-time college, and to establish prioritization for students experiencing homelessness. AB 2345 signed by the Governor in September 2020 further incentivizes the production of affordable housing by revising the requirements for concessions and incentives and the maximum density bonus provided. This Housing Element includes a program to amend the City's Density Bonus Ordinance.

Mixed Use Development: The City also encourages the development of mixed use projects within the BG, and TCMU zoning subdistricts of the Route 66 Corridor Specific Plan area.

Nonconforming Lot Ordinance: The City Council recognized the need to facilitate the reasonable use and development of nonconforming lots. In 2000, the City Council passed a Nonconforming Lot

Ordinance that recognizes and affirms the development rights of legally subdivided lots. The ordinance facilitates such development by allowing parcels that do not meet the minimum lot size or dimensions of the zone to be fully developed provided that other development standards are fully met

The ordinance facilitates development by allowing the merging of nonconforming lots with conforming or nonconforming lots to create lots that conform more closely to the standards of the underlying zone. However, if a nonconforming lot cannot be developed or improved in conformance with existing standards (excluding lot size and dimensions), a Nonconforming Lot Development Plan Review Permit may be granted to allow development or improvement of the lot.

3. Short Term Rentals

As home-sharing websites have risen in popularity in recent years, there has been a significant increase in the number of homes being offered on a short-term basis to generate rental income. On October 13, 2020, the City Council adopted Short-Term Rental Ordinance 2055 to regulate the operation licensing of short-term rentals. The purpose of the ordinance is to balance the City's desire to promote economic development and tourism with the City's legitimate need to mitigate the adverse impacts often associated with short-term rentals, including excessive noise, overcrowding, disruptive and unruly parties, the accumulation of refuse, reduction of street parking vehicular violations and disruptions to safe traffic flow. Regulations for short term rentals are intended to minimize the adverse impacts short-term rentals have on surrounding properties.

4. Provisions for a Variety of Housing

Housing Element law specifies that jurisdictions must identify adequate sites to be made available through appropriate zoning and development standards to encourage the development of various types of housing for all economic segments of the population. This includes single-family housing, multiple-family housing, factory-built housing, mobile homes, housing for persons with disabilities, emergency shelters and transitional housing, among others. Table 27 summarizes housing types permitted within the primary residential zones. Table 28 summarizes the housing types permitted in the Route 66 Corridor Specific Plan, Table 29 summarizes the housing types permitted in the Civic Center Area Plan, and Table 30 summarizes the housing types permitted in the Arrow Highway Specific Plan.

		Table 27:	Housing	Types Pern	nitted by	Zone			
			Gene	eral Plan Lan	d Use Cat	egory (Zor	ie)		
Housing Types Permitted	RHR	E-3, E-4, E-5, E-6, and E-7	R-1	LGA and GA	R-2	R-3	МНР	MS	PD
Residential Uses									
Single-Family	Р	Р	Р	Р	Р	Р			
Duplex (2 units)				Р	Р	Р			
Multiple-Family (3 or more)				Р	Р	Р			
Factory-Built	Р	Р	Р	Р	Р	Р	Р		
Accessory Dwelling Unit	Р	Р	Р	Р	Р	Р			
Planned Development	Р	Р	Р	Р	Р	Р			Р
Special Needs Housing									
Senior Housing				Р	Р	Р		CUP	
Community Care Facility								CUP	

Source: Glendora Municipal Zoning Code

Table 28: Uses Permitted in Route 66 Corridor Specific Plan								
	TCMU	BG	CRR	Special Requirements				
Multiple-Family Residential	Р	Р	Р	Apartments, condominiums, townhomes				
Assisted Living Facilities	CUP	CUP	CUP	For more than six persons.				
Mixed Use (Retail/Office and Residential)	Р	Р	_	1 acre minimum lot size required				
Residential Care Homes	CUP	_	CUP	For more than six persons.				

Table 29: Uses Permitted in Civic Center Area Plan							
T-4 T-5 T-5A Special Requirements							
Single-Family Residential	Р	-	Р				
Multiple-Family Residential	Р	Р	Р	Not allowed fronting Glendora Avenue in T-5 zone on the ground floor.			
Mixed Use	-	CUP	CUP	Not allowed fronting Glendora Avenue in T-5 zone on the ground floor.			

Source: Glendora Municipal Zoning Code

Table 30: Uses Permitted in Arrow Highway Specific Plan										
	C-HR	C-R3	C- BR	C-R2	C-C3	C-I	MU-I	MU-T	MU- CC	MU- NC
Multi-Family	Р	Р	Р	Р	-	-	-	Р	Р	Р
Mixed-Use (horizontal or Vertical) Condominiums/Townhomes	Р	Р	Р	Р	-	ı	-	Р	Р	Р
Single Family	-	-	Р	Р	-	-	-	Р	Р	Р

In the **Grand Foothill** multifamily residential overlay multiple-family uses and related accessory buildings are permitted. Additionally, senior housing, community care, convalescent and nursing facilities are conditionally permitted.

Besides single-family housing opportunities, the City offers the following housing opportunities that are available for all economic segments of the community as well as more vulnerable members of the community, including those earning lower income, seniors, and the homeless, among others. These include multiple-family units, accessory dwelling unit, mobile homes, and other more affordable housing opportunities.

Factory-Built Units: Manufactured or factory built units meeting State and federal standards and installed on permanent foundations are treated as regular residential units and therefore permitted where residential uses are permitted.

Multiple-Family Units: The Zoning Ordinance permits multiple-family housing in the GA, LGA, R-2, and R-3 zones. The permitted density is 7.92 units per acre for Limited Garden Apartments (LGA) and 10.89 units per acre Garden Apartments (GA), 14.52 units per acre in the R-2 zone, and 19.8 units per acre in the R-3 zone. Approximately 17 percent of the City's housing stock is multiple-family residences.

Accessory Dwelling Units: Accessory Dwelling Units (ADUs) are attached or detached dwelling units that provide complete independent living facilities for one or more persons including permanent provisions for living, sleeping, cooking and sanitation. ADUs may be an alternative source of affordable housing for lower income households and seniors.

California law requires local jurisdictions to adopt ordinances that establish the conditions under which second dwelling units are permitted (Government Code § 65852.2). A jurisdiction cannot adopt an ordinance that precludes the development of an ADU unless findings are made acknowledging that allowing ADUs may limit housing opportunities of the region and result in adverse impacts on public health, safety, and welfare.

On September 8, 2020, Glendora adopted Ordinance No. 2053 establishing regulations to ADU's in accordance with Government Code § 65852.2, including recent state legislation SB 13, AB 68, AB 881, and other applicable state law. As such, ADUs are permitted on all lots with an existing single-family residence, or in conjunction with a proposed single-family residence in the City's residential zoning districts. ADUs are all permitted on lots with an existing multi-family residence or on conjunction with a proposed multi-family residence in the Mixed-Use overlay.

ADUs are permitted on parcels zoned for single-family or multiple-family residential uses under the following conditions:

- An accessory dwelling unit shall be located on a lot that is zoned to allow single or multifamily residential uses and includes a proposed or existing dwelling.
- One accessory dwelling unit on a lot located within a single-family zone.
- The accessory dwelling unit is either attached to the existing primary dwelling unit or detached and located on the same lot.
- Attached units maximum size: 50 percent of primary dwelling but not more than 1,000 square feet.
- Detached units maximum size: 1,000 square feet subject to development standards of the zone
- An accessory dwelling unit shall not be permitted in a very high fire hazard severity zone where the lot is not served by a public or private street that meets city standards.
- An accessory dwelling unit must be located on the same lot as the proposed or existing primary dwelling.
- An existing detached accessory structure may be converted to an accessory dwelling unit.
 No setback is required for the conversion or replacement of an existing living area, garage,
 or accessory structure to an accessory dwelling unit where the dimensions and location
 of the existing structure will not change.
- Two accessory dwelling units are permitted on a lot with an existing or proposed multifamily dwelling.
- Portions of a multifamily dwelling structure that is not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages may be converted to an accessory dwelling unit if each unit complies with state building standards for dwelling. The number of accessory dwelling units created by converting non-livable space shall not exceed twenty-five percent of the multifamily dwelling units. Where the number of existing dwelling units is seven or less, one accessory dwelling unit by conversion may be created.
- An accessory dwelling unit may be either attached or detached from the primary dwelling.
- Attached or detached accessory dwelling units shall provide a separate entrance from the primary dwelling.
- An accessory dwelling unit may have one or two bedrooms.
- An accessory dwelling unit shall comply with the lot coverage, floor area ratio, open space
 requirements, and limitations on the number and size of accessory structures of the zone,
 except that application of these standards shall not preclude the construction of an
 accessory dwelling unit that is eight hundred square feet and maintains four-foot side and
 rear setbacks, and is otherwise in compliance with all other local design, development
 standards.
- The architectural design and detailing, roof pitch and material, and exterior color and finish materials of an accessory dwelling unit shall match or complement the primary dwelling.
- An accessory dwelling unit may not be sold or otherwise conveyed separate from the primary dwelling.
- Neither the primary dwelling nor the accessory dwelling unit shall be rented for a period of less than thirty days.

After the ADU Ordinance was adopted, the City submitted the Ordinance to the HCD for their review. HCD informed the City that the limitation on number of bedrooms was inconsistent with State law,

and required revising as part of the Housing Element review. Housing Program No. 13 includes the requirement to update the existing ordinance to be consistent with state law.

Junior Accessory Dwelling Units: Junior Accessory Dwelling Units are permitted on parcels zoned for single-family residential uses under the following conditions:

- A junior accessory dwelling unit shall not exceed five hundred square feet and shall be constructed within the existing walls of an existing or proposed single-family dwelling. An additional one hundred fifty square feet beyond the physical dimensions of the existing structure is permitted to accommodate ingress and egress to the junior accessory dwelling unit.
- One junior accessory dwelling unit on a lot located within a single-family zone.
- A junior accessory dwelling unit may be allowed on the same lot as an accessory dwelling
 unit provided the accessory dwelling unit is detached and the junior accessory dwelling
 unit is within the proposed or existing space of a primary single-family dwelling.
- A junior accessory shall include a separate exterior entrance from the main entrance to the primary dwelling unit.
- A junior accessory dwelling unit shall include at least an efficiency kitchen which shall include all of the following: (i) a cooking facility with appliances; and (ii) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- A junior accessory dwelling unit may include separate sanitation facilities or share sanitation facilities with the existing primary dwelling.
- A junior accessory dwelling unit shall require owner-occupancy of the primary dwelling or the junior accessory dwelling unit. Before permit issuance, the City shall be provided a copy of a recorded deed restriction which shall include: (i) restrictions on the size and attributes of the junior accessory dwelling unit; (ii) prohibition of the sale of the junior accessory dwelling unit separate from the primary dwelling; (iii) if the junior accessory dwelling unit or primary dwelling is rented, the term shall not be for a period of less than thirty days; (iv) requirement that either the junior accessory dwelling or the primary dwelling be occupied by the property owner; and (v) a statement that the deed restriction shall be enforced against future owners.

Since 2018, the City has permitted over 50 accessory dwelling units. This averages to around 17 units per year and the number is increasing annually.

Mobile Homes

The Glendora Zoning Ordinance permits mobile homes within a specially designated Mobile home Overlay Zone. Currently there are 670 mobile homes within the community, according to the American Community Survey. No other types of residential structures are allowed in this zone. The MHP Overlay Zone was designed to protect existing mobile home uses. Specific development standards have also been established to promote an orderly and pleasant residential environment in harmony and compatible with surrounding land uses. Lower income individuals and/or families occupy many of these homes.

Senior Housing

Senior housing is permitted as regular multi-family housing in GA, LGA, R-2, and R-3 zones, as well as conditionally permitted in the Grand-Foothill multifamily residential overlay, the Route 66 and Arrow Highway Specific Plans, and MS zone.

Emergency Shelters and Low Barrier Navigation Center

In response to changes in the State Housing Element law, the City amended the Zoning Code in 2011 to specifically identify emergency shelters as a permitted use at two locations in the City. The two locations include twelve parcels, with a total area of 2.8 acres. These parcels are currently developed with underutilized commercial uses, including vehicle repair, retail and office uses. These types of uses are undergoing recycling to higher intensity uses throughout the region. A few of these parcels have limited improvements on site and are primarily used for parking or outdoor storage. They are located along Grand Avenue at Big Dalton Wash and Arrow Highway with access to public transportation and services.

The Zoning Code provides objective standards for emergency shelters to regulate the following, as permitted under State law, including:

- The maximum number of beds permitted;
- Parking based on demonstrated need;
- The size/location of exterior and interior onsite waiting and client intake areas;
- The provision of onsite management;
- The proximity of other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart;
- The length of stay;

The State's adoption of AB 139 and SB 101 will require the City to amend the Zoning Code to address the new laws to address emergency shelters and low barrier navigation centers. Specifically, AB 139 requires the City to base the needs for emergency shelter on the most recent homeless point-in-time count conducted before the start of the planning period, the need for emergency shelter based on number of beds available on a year-round and seasonal basis, the number of shelter beds that go unused on an average monthly basis within a one-year period, and the percentage of those in emergency shelters that move to permanent housing solutions. The City's current zoning limits the total number of shelter beds in the City at 20 beds. The 2020 Point-in-Time Count estimates 145 unsheltered homeless persons in Glendora. Therefore, the City's Emergency Shelter zoning must allow at least 145 shelter beds. Furthermore, the City's ordinance establishes a separation requirement of at least 300 feet, whereas State law limits the separation to no more than 300 feet. To address these inconsistencies with State law, the City has included Housing Program No. 14 to increase the bed count as required and modify the building separation requirements to be consistent with the legislation. The City will amend the municipal code to remove the bed limit. With this change, the City can adequately accommodate its unsheltered homeless in the Emergency Shelter overlay. For example, a typical standard for emergency shelter is 75 to 100 square feet of space per bed. For 145 beds, the total square footage can be estimated at 14,500 square feet or an FAR of 0.33, within the allowable FAR of the area. Considering the 2.6 acres identified by the City, and a maximum FAR of 0.35, the identified sites could theoretically accommodate over 350 shelter beds.

AB 139 also changes the way local governments can regulate parking requirements for emergency shelters. Local governments may include parking requirements for emergency shelters specifying that adequate parking must be based solely on shelter staffing level, but overall parking requirements for shelters may not exceed the requirements for residential and commercial uses in the same zone. The City's current parking regulations for emergency shelters per Glendora Municipal Code § 21.03.120(C) requires one space per employee and up to five visitor spaces for service providers based on actual need as determined by the city. If on-street parking is available, a reduction of up to two spaces may be granted.

AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses and nonresidential zones permitting multifamily uses if it meets specified requirements. A "Low Barrier Navigation Center" is defined as "a Housing First, low-barrier, service enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing." Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for residents' possessions. AB 101 also sets a timeline for jurisdictions to act on applications for Low Barrier Navigation Center developments. The requirements of this bill are effective through the end of 2026, at which point they are repealed.

The Housing Plan of this Housing Element includes a program to amend the Zoning Ordinance to comply with State law on emergency shelters and to allow Low Barrier Navigation Centers by right in areas zoned for mixed use and nonresidential zones permitting multi-family uses.

Transitional Housing

Under Housing Element law, transitional housing is defined as buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months (California Health and Safety Code § 50675.2).

This definition does not encompass all forms of transitional housing. Transitional housing is a type of housing used to facilitate the movement of homeless individuals and families to permanent housing. Transitional housing can take several forms, including group quarters with beds, single-family homes, and multiple-family apartments and typically offers case management and support services to return people to independent living (usually between six and 24 months).

The City amended the Zoning Code to address transitional housing. For transitional housing facilities that operate as regular housing developments, meeting the Health and Safety Code definition, such uses are permitted by right where housing is permitted.

For transitional housing facilities that operate as group quarters, such facilities are permitted as community care facilities. Potential conditions for approval of transitional housing for more than six persons in a group quarters setting may include hours of operation, security, loading requirements, noise regulations, and restrictions on loitering. Conditions would be similar to those for other similar uses and would not serve to constrain the development of such facilities.

Supportive Housing

Under the Housing Element law, supportive housing is defined as housing with no limit on length of stay that is occupied by a target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community (California Health and Safety Code §50675.14 (b)).

Target population includes adults with low incomes having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act (Division 4.5, commencing with Section 4500, of the Welfare and Institutions Code) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people (California Health and Safety Code 53260 (d)).

Similar to transitional housing, supportive housing can take several forms, including group quarters with beds, single-family homes, and multiple-family apartments. Supportive housing usually includes a service component either on- or off-site to assist the tenants in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

The Zoning Code was amended to address supportive housing. For supportive housing facilities that operate as regular housing developments, such uses are permitted by right where housing is permitted. For supportive housing facilities that operate as group quarters, such facilities will be permitted as residential care facilities. Potential conditions for approval of supportive housing for more than six persons in a group quarters setting may include hours of operation, security, loading requirements, noise regulations, and restrictions on loitering. Conditions would be similar to those for other similar uses and would not serve to constrain the development of such facilities.

State law requires transitional and supportive housing to be defined as a residential use and subject only to the same regulations as comparable residential uses. Recently approved AB 2162 further requires supportive housing projects of 50 units or fewer to be permitted by right in zones where multi-family and mixed-use developments are permitted, when the development meets certain conditions. The City may choose to allow larger supportive housing projects by right in these zones. The bill prohibits minimum parking requirements for supportive housing within 0.5 mile of a public transit stop. The Glendora Zoning Ordinance defines transitional and supportive housing in accordance with state law and allows them subject to the restrictions that apply to other residential dwellings of the same type in the same zone. The Housing Plan of this Housing Element includes a program to amend the Zoning Ordinance to clarify where supportive housing developments are permitted by right, and that there are no minimum parking requirements for supportive housing within 0.5 mile of public transit.

Employee Housing: The City of Glendora defines "Employee Housing" as accommodations for six or fewer employees, as described, defined, and regulated by the Employee Housing Act, Section 17000 et seg. of the California Health and Safety Code.

Single-Room Occupancy (SRO): SRO units are one-room units intended for occupancy by a single individual. They are distinct from a studio or efficiency unit, in that a studio is a one-room unit that must contain a kitchen and bathroom. Although SRO units are not required to have a

kitchen or bathroom, many modern SROs have one or the other. The City amended the Zoning Code to permit SRO units by-right in the CRR subdistrict of the Route 66 Corridor Specific Plan.

Housing for Persons with Disabilities: The City of Glendora recognizes the importance of addressing the housing needs of persons with disabilities. This section reviews potential governmental constraints to the development and improvement of housing for persons with disabilities.

Definition of Family

Local governments may unintentionally restrict access to housing for households failing to qualify as a "family" by the definition specified in the Zoning Code. Specifically, a restrictive definition of "family" that limits the number of and differentiates between related and unrelated individuals living together may illegally limit the development and siting of group homes for persons with disabilities, but not housing for families that are similarly sized or situated. The City amended the Zoning Code in 2010 to remove the definition of "family."

Community Care Facilities

The Glendora Municipal Code does not offer any guidelines on residential care facilities. However, it defines a "Community Care Facility" as a facility licensed by the state or county, which provides lodging, meals, nursing, dietary or other personal services to convalescents, invalids or the elderly for six or more patients, but does not include surgery or the care of substance abusers or persons with communicable diseases. This definition does not include nor mention facilities serving six or fewer patients. Larger community care facilities, convalescent homes, and other similar uses for more than six persons are permitted in the Medical Services (MS) Zone and in the TCMU and CRR subdistricts of the Route 66 Corridor Specific Plan, subject to a conditional use permit. The City amended its Zoning Code to differentiate between small residential care facilities (that serve six or fewer persons) and large residential care facilities (that serve seven or more people). Pursuant to the Lanterman Act, licensed residential care facilities for six or fewer persons are treated as a regular residential use and permitted where residential uses are permitted. This Housing Element includes a program to review and revise Zoning Code as appropriate to remove the constraints to development of large community care facilities.

According to the State Department of Social Services, a total of 27 residential care facilities are located in the City of Glendora. In addition, there are two adult day care facilities. These include:

- 7 Adult Residential Facilities (34 beds)
- 20 Residential Care Facilities (207 beds)
- 2 Adult Day Care facilities (190 persons)

Most of these are small facilities for six or fewer persons. However, a few large adult residential facilities are also located in the City.

Parking Standards

Development in the City is required to meet parking standards for people with disabilities as required by state law, including requirements for the number and design of disabled parking spaces. The City is flexible and works with the developers of special needs housing and will reduce parking requirements if the applicant can demonstrate a reduced need for parking. For

example, the Zoning Ordinance authorizes the Planning Commission/City Council to make exceptions to development standards through the Planned Development zone standards, including off-street parking requirements, for senior housing developments.

Reasonable Accommodation

Both the federal Fair Housing Act and the California Fair Employment and Housing Act direct local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning laws and other land use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling. For example, it may be reasonable to accommodate requests from persons with disabilities to waive a setback requirement or other standard of the Zoning Code to ensure that homes are accessible for the mobility impaired. Whether a particular modification is reasonable depends on the circumstances. The City Council adopted Ordinance No. 1904 in September 2008 to establish a process and procedure to consider and approve development requests to accommodate persons with disabilities. Pursuant to the ordinance, the following criteria are considered when evaluating a request for reasonable accommodation:

- (1) Whether the request for accommodation is reasonable and necessary to afford the applicant with an equal opportunity to access publicly funded buildings, facilities and programs, or privately funded housing, including single and multiple-family dwelling units, and public accommodations on an equal basis with citizens who are not disabled;
- (2) Whether there are feasible alternatives to the requested accommodation that may provide an equivalent level of benefit;
- (3) The physical attributes of and any proposed changes to property and structures;
- (4) Whether the requested accommodation will impose an undue financial or administrative burden on the City;
- (5) Whether the requested accommodation will require a fundamental alteration of the city's rules, policies, practices or procedures;
- (6) If a zoning related issue, whether the requested accommodation would result in a detriment of the residential character of that neighborhood; and
- (7) Any other factor(s) that may have a bearing on the request.

The conditions for approval include:

- (1) Inspection of the affected premises periodically, as specified in the conditions, to verify compliance with any applicable conditions of approval;
- (2) Prior to any transfer of interest in the premises, notice to the transferee of the existence of the modification, the personal status of the modification and the requirement that the transferee apply for a new modification is necessary;
- (3) Removal of the improvements, where removal would not constitute an unreasonable and unfair financial burden, if the need for which the accommodation was granted no longer exists:

- (4) Time limits and/or expiration of the approval if the need for which the accommodation was granted no longer exists;
- (5) Other necessary conditions deemed necessary to protect the public health, safety and welfare.

The requests are reviewed and determined by the appropriate department head(s).

Permits and Fees: There is no fee for the City to consider a request for reasonable accommodation. Typical building permit fees would apply.

5. Development Permit Procedures

Certainty and consistency in permit processing procedures and reasonable processing times is important to ensure that the process does not discourage developers of housing or add costs (including carrying costs on property) that would make the project economically infeasible. The City is committed to maintaining comparatively short processing times. Total processing times vary by project, but the following timelines can be used as a general guide:

- Non-hillside single-family project: less than 60 days
- Large single-family subdivisions: one year (for environmental review)
- Multiple-family project: 90 days
- Multiple-family project with subdivision map: 90 to 180 days

Table 31 provides a detailed summary of the typical processing procedures and timelines of various types of projects in the City.

	Table 31: Typical Processing Procedures by Project Type						
	Single-Family (non-hillside)	Large Single-Family (with subdivisions)	Multiple- Family	Multiple-Family (with subdivision)	Mixed-Use		
	None if single	Subdivision Map		Development Plan Review	Development Plan Review (Required in CCAP)		
	None if single- story. Only	Environmental Review					
Approvals Required	requires "Over the Counter" approval.	"Over EIR (typically required for hillside subdivisions due		Subdivision Map			
Estimated Total Processing Times	Less than 60 days	1 year	60-90 days	90 to 180 days	60-90 days		

The City of Glendora can encourage the ongoing construction, maintenance, and improvement of housing by decreasing, to the extent possible, the time and uncertainty involved in gaining approvals for various development permits. One such example is the Permit Streamlining Act,

which establishes timelines for development review processes. This section outlines the procedures for gaining project approvals in Glendora.

Glendora provides for various ways to process minor and major development projects. Different levels of review are based accordingly on the complexity of the project and whether a variation in development standards, existing land use, or operating conditions is requested. Table 32 summarizes the varying levels of review and the minimum time frames required to process permits prior to scheduling before a hearing. Of particular note, for projects involving multiple requests, all applications are processed concurrently.

Table 32: Development Plan Reviews							
	Director	Planning Commission	City Council	Processing Time			
Administrative Changes (e.g. Minor Conditional Use Permit and Minor Modification, etc.)	Yes	n/a	n/a	2 months			
Minor Permits (Minor Conditional Use Permit)	Yes	n/a	n/a	2 months			
Major Permits (Conditional Use Permit, Variance)	n/a	Yes	n/a	2-3 months			
Tentative Tract Map	n/a	Yes	Yes	3-6 months			
General Plan Amendment	n/a	Yes	Yes	6 months			
Zone Change & Development Agreements	n/a	Yes	Yes	6 months			
Development Plan Review	Yes	Yes	n/a	2-3 months			
Planned Development	n/a	Yes	Yes	6 months			
Planned Redevelopment	n/a	Yes	Yes	6 months			

Development Plan Review: Development plans are reviewed by the City to ensure orderly development, aesthetic design, safe and harmonious placement. The following types of projects require a Development Plan Review (the reviewing body is also included in parenthesis):

- Hillside Development (Planning Commission)
- All multiple-family projects (Planning Commission)
- Planned redevelopment (Planning Commission, City Council)
- Planned development (Planning Commission, City Council)
- Civic Center Area Plan development, exclusive of permits for signage and awnings (Planning Commission)
- Mobile home park overlay development (Planning Commission)
- Second story construction for all single-family residential zones including hillside lots (Planning Director)

Most reviews are conducted by the Planning Commission, including reviews of hillside developments and multiple-family projects. Once a completed application is submitted, a meeting between staff and applicants is also arranged in order to review ideas, identify processes and requirements, ask questions, and discuss potential issues, solutions and approaches. The reviewing body looks at the following characteristics during a Development Plan Review:

- Consistency with the general plan and other applicable plans
- Whether the site is adequately served by streets, utilities and other services, facilities and improvements
- Whether the use will adversely affect the character and integrity of the area, the utility and value of properties in the area, and the health, safety and welfare of the public

Potential development in the Route 66 Corridor Specific Plan area, Arrow Highway Specific Plan area, and the Civic Center Area Plan area must also undergo additional review and adhere to a specific set of design guidelines.

The City has established design guidelines for the Route 66 Corridor Specific Plan area. The purpose of the design guidelines is to provide consistent design guidance for the development and redevelopment of the Route 66 Corridor that reflects the community's commitment to quality design and economic development. The following projects are subject to the Route 66 Corridor Specific Plan Design Guidelines:

- Any construction requiring a building permit
- Projects/uses requiring a discretionary zoning application such as a Development Plan Review or Conditional Use Permit
- Any construction (whether or not a building permit or zoning application is required) that
 affects the exterior elevation of an existing building or structure (e.g., replacing doors or
 windows)
- A change in the exterior appearance of a building (e.g., painting, reroofing, replacing siding) or similar changes
- A change in the use of an existing building that requires additional parking

The overall objective is to ensure that the intent and spirit of the guidelines are followed and that the project respects its surroundings in terms of scale, character, and orientation.

Each of the Specific Plan's seven sub-districts has a set of district-specific guidelines, which vary depending on the character of the area. Multiple-family residential projects must also adhere to a set of design guidelines, which include specifications for:

- Building location and orientation
- Open space requirements
- Architecture (including scale, height, façade, building materials, etc.)
- Landscaping Parking and circulation

Conditional Use Permits

Certain types of land uses require special consideration in a particular zone or in the City as a whole. These land uses require a Conditional Use Permit (CUP). Every application for a CUP requires a public hearing. The reviewing body looks at the following when deciding to approve a CUP application:

- Consistency with the general plan and other applicable plans
- Whether the site is adequately served by streets, utilities and other services, facilities and improvements

 Whether the use will adversely affect the character and integrity of the area, the utility and value of properties in the area, and the health, safety and welfare of the public

6. Fees and Exactions

Glendora collects fees from developers to cover the costs of processing permits and providing the necessary services and infrastructure related to new development. Fees are calculated based on the average cost of processing a particular type of case. The City regularly performs a full cost analysis to update user fees and periodically assesses ways to streamline organizational processes. Table 33 summarizes common fees.

Most communities also charge development impact fees to cover the cost of added services required by new residential development. City of Glendora impact fees include: a school fee of \$3.36 per square foot of living area, a park development fee \$2,273 per single-family unit and \$1,591 per multiple-family unit) and a sanitation connection fee (\$1,660 per single-family unit, \$1,245 per condominium unit, and \$996 per other multiple-family unit).

Table 33: Planning and Development Fees							
Type of Fee	Service Provided	Single-Family Units	Multiple-Family Units				
	Conditional Use Permit	\$2,	425				
	Variance	\$2,	224				
	Zone Change	\$4,0	0000				
		\$4,0					
		Tentative Parce	· ·				
Dianning	Tontativo Subdivision Man	(includin	g SB-9)				
Planning	Tentative Subdivision Map	ФГ 00C - Ф400					
		\$5,286 +\$192 per ea	acn iand &/or air lot/unit				
		Tentative Tract Map					
	General Plan Amendment	\$4,0000					
	Environmental Review (Initial Study)	Hourly Rate					
	Environmental Impact Report	Hourly Rate					
		\$2,483 Minor Director Review					
	Development Plan Review	\$3,297 Minor Commission Review \$5,000 Major Council Review					
Development	Planned Development	<u> </u>	,000				
•	Planned Redevelopment	· ·	1000				
	Building Permit	Depends on Valuation					
	Engineering Plan Check and	'	ed construction cost of				
	Inspection		c improvements				
	Sewer Connection Permit	\$145 per house					
	Water Main Connection Charge	\$8/front foot					
Public Works		\$350 per light					
	Street Lights	Deposit: \$3,000 - Marbelite;					
			ouble Davit"				
	Street Trees	· · · · · · · · · · · · · · · · · · ·	-\$950				

Table 33: Planning and Development Fees						
Type of Fee Service Provided Single-Family Units Multiple-Family U						
	Transportation Impact Fee	None				
Davidanment Impact	School Impact Fee	\$3.36 square foot				
Development Impact	Park Development Fee \$2,273		\$1,591			
	Sanitation Connection Fee	\$1,660 \$1,245 - \$996				

Source: City of Glendora, FY 2023 update.

For a typical single-family residential project, typical planning and development fees total approximately \$14,500 per unit (based on a 3,000-square-foot residence). For a typical multifamily project, typical fees total \$6,500 (based on development of a three-unit project). These fees are generally lower or comparable to neighboring communities. While fees add to the cost of construction, the City offers a range of incentives that can off-set the impacts of such fees.

7. Building Codes and their Enforcement

Glendora adopted the 2019 California Building Code, which includes the 2018 International Building Code, in 2019. The 2019 California Building Code establishes standards and requires inspections at various stages of construction to ensure code compliance. The California Building Code also requires new residential construction to comply with the federal Americans with Disabilities Act. Although these standards and the time required for inspections increase housing production costs and may impact the viability of rehabilitation of older properties which are required to be brought up to current code standards, the intent of the codes is to provide structurally sound, safe, and energy-efficient housing.

The City enforces the California Building Code (CBC), which regulates the access and adaptability of buildings to accommodate persons with disabilities. Furthermore, Government Code §12955.1 requires that 10 percent of the total dwelling units in multi-family buildings without elevators consisting of three or more rental units or four or more condominium units are subject to the following building standards for persons with disabilities:

- The primary entry to the dwelling unit shall be on an accessible route unless exempted by site impracticality tests.
- The public and common areas shall be readily accessible to and usable by persons with disabilities.
- All the doors designed to allow passage into and within all premises shall be sufficiently wide to allow passage by persons in wheelchairs.
- All premises within covered multifamily dwelling units shall contain the following features of adaptable design:
 - o An accessible route into and through the covered dwelling unit.
 - Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
 - o Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower stall, and shower seat, where those facilities are provided.
 - Useable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

Compliance with provisions of the Code of Regulations, CBC, and Federal Americans with Disabilities Act (ADA) is assessed and enforced by the Building and Safety Division of the

Community Development Department as a part of the building permit submittal. The City has not adopted any amendments to the CBC that might diminish the ability to accommodate persons with disabilities. In fact, the City of Glendora rigorously enforces the disabled access provisions found in Chapters 11A (Housing Accessibility) and 11B (Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Publicly Funded Housing) of the CBC.

The City's Code Enforcement Division is responsible for enforcing both State and City regulations governing maintenance of all buildings and property. The City has two full-time code enforcement officers to enforce local codes. The City seeks voluntary code compliance through administrative processes. Approximately 120 cases are handled per month, primarily related to property maintenance, building code issues, and inoperative vehicles among others.

8. Site Improvements and Infrastructure

Site improvements and infrastructure are an important component of new development and include water, sewer, circulation, and other infrastructure needed to make development feasible. New residential construction will occur either as infill, where infrastructure is already in place, or in hillside areas, where adequate facilities will be required. The City of Glendora owns and maintains their water and sewer systems (County by contract maintains sewer lines for City) and requires developers to construct offsite extensions of the public infrastructure (i.e., water, sewer, streets, and storm drain systems, etc.) needed to serve previously undeveloped property. If the property is adjacent to existing public infrastructure that has exceeded its useful life, the City requires the developer to replace the existing aged infrastructure in kind. With the added benefit of the City owning and operating the water and sewer system, developments with affordable to lower income housing units are ensured priority water and sewer services.

Gas and Electric services are provided by Sothern California Edison (SCE) and SoCal Gas Company. Both utilities' services are readily available and existing in Glendora. Each of these utility companies is responsible for installing and providing service to Glendora residents. Each development is required to obtain a will serve letter to ensure adequate capacity and infrastructure exists for development. According to the 2020 California Gas report prepared by the California Gas and Electric Companies, California benefits from substantial gas storage capacity and has adequate supply for future development in the City. SCE can also meet existing and future demands and has plans to invest approximately \$15 billion over the next three years to improve infrastructure to their service area. With the increased use of solar panels 80 percent of their energy is provided by independent power producers.

Large developments are required to fund the preparation of a traffic impact study to determine what, if any, impacts the development would have on the City's existing circulation system. Any mitigations that are recommended by the study would be funded by the development (e.g., installation or modification of traffic signals). The City requires the developer to construct all internal streets, sidewalks, curb, gutter, affected portions of off-street arterials, landscaping along arterials, and other standard conditions. If the City is planning a capital improvement project to upgrade infrastructure in the vicinity of a new development, the City may choose to allow the developer to pay a pro-rata share to the City to assist in funding the project. Developers are required to provide sufficient water rights to serve a proposed development or to provide an inlieu fee. The City's street standards are specified in Table 34.

Table 34: Off-Site Improvement Standards						
Street Type Right of Way Curb to Curb						
Major	100'	84'				
Secondary	80'-84'	64'				
Collector	60'	40'				
Local	50'	36'				

Requiring developers to construct site improvements and/or pay pro-rata shares toward other infrastructure costs, the provision of public services, as well as needed utility systems will increase the cost of developing homes and the final sales price of housing. While site improvements increase housing costs, requiring developers to pay for on- and off-site improvements is necessary to maintain the high quality of life desired by City residents, and is also consistent with the City's adopted General Plan goals. Moreover, it is important to ensure that public services and facilities are in place at the time of need, thus avoiding the overloading of existing urban service systems.

Environmental Review

Environmental review is required for all development projects under the California Environmental Quality Act (CEQA). Most residential projects in Glendora are either Categorically Exempt or require an Initial Study and a Mitigated Negative Declaration. Developments that have the potential of creating significant impacts that cannot be mitigated require the preparation of an Environmental Impact Report. Once deemed complete, most residential projects that require a Mitigated Negative Declaration take two to three months to complete, inclusive of mandatory public review periods. Categorically Exempt developments require a minimal amount of time. As a result, state-mandated environmental review does not pose a significant constraint to housing development.

Transparency in Development Process, Zoning and Development Standards

To increase transparency and certainty in the development application process as required by law, the City posts planning and development regulations and resources online:

- General Plan:
 - www.cityofglendora.org/departments-services/planning/applications-documents/general-plan-specific-plans/glendora-general-plan
- Planning Forms:
 - www.cityofglendora.org/departments-services/planning/applications-documents
- Zoning Code:
 - www.gcode.us/codes/glendora/
- Planning Fee Schedule:
 - www.cityofglendora.org/home/showpublisheddocument/27650/637465526280400000

C. Environmental Constraints

While the City is extensively developed, there are vacant and underutilized lands on which new development can be accommodated. Many of these, however, are impacted by environmental constraints. The largest concentration of undeveloped land extends into the hillsides in the northern portion of the City. These areas are likely to contain constraints on development, such as steep slopes, endangered or protected flora and fauna, and wild/brush fire potential.

The following are more detailed discussions of the City's environmental constraints and hazards which affect, in varying degrees, existing and future residential developments.

1. Environmental Protection

State and federal regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, development review permits, etc.). Costs resulting from the environmental review process are also added to the cost of housing and are passed on to the consumer. These costs include the preparation of environmental analyses, and from delays caused by the mandated public review periods. However, the presence of these regulations helps preserve the environment and ensure environmental safety to Glendora residents. Furthermore, recent State laws have established exemptions from CEQA for infill and affordable housing projects.

2. Seismic Hazards

The dominant geologic feature is the Sierra Madre fault zone along the foot of the San Gabriel Mountains. With few exceptions, geology, soil, and seismic hazards do not restrict development, but require detailed investigations prior to development. The U.S. Department of Agriculture maps classify the City's soil as having moderate hazard potential, meaning that some soils are unfavorable to development but construction can take place with special design and planning features.

3. Flood Hazards

Flood control facilities have been constructed by the Los Angeles County Flood Control District, which place the developed areas of the City outside of the 100 year flood plain. The major threat of flooding is from dam failure by earthquake, seiche, or structural fault. Big Dalton and San Dimas are two dams which serve the City. In case of dam failure, the County Flood Control District has established an Emergency Plan to evacuate residents to Citrus College, the nearest major shelter.

The City's floodplain administrator reviews all base flood data available from other federal or state agencies and uses it to identify flood-prone areas within the jurisdiction of the City of Glendora. Any proposed building in a flood-prone area is required to be designed (or modified) to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Construction materials must also be resistant to flood damage.

4. Fire Hazards

The most serious threat of fire in the City occurs at the interface between hillsides and the urban areas. The hillside areas contain large quantities of combustible plants which subject structures within close proximity to potentially extreme fire hazards. Certain areas of the city are designated as a fire hazard severity zone due to geographical, topographical, and climatic conditions. These conditions include: large, natural growths of chaparral and other volatile weeds and vegetation, exposure to hot, high-velocity winds during the "Santa Ana" conditions common to Southern

California, steep terrain making access difficult for fire-fighting personnel and equipment, and generally lower water pressure availability for fire suppression purposes. These areas are subject to a much higher incident of fire hazards than any other areas of the city and certain changes and modifications in the state mandated uniform construction regulations are necessary for the protection of life and property in these areas.

Structures in the fire hazard severity zone are required to have fire-resistant protection of exterior walls and openings, unenclosed underfloor areas, and automatic sprinkler systems. Wood-shingle and wood-shake roofs are also prohibited in the fire hazard severity zone.

4. HOUSING RESOURCES

The extent of housing needs in a community often exceeds the resources available. The City of Glendora must pull together limited resources and use them efficiently in order to address the current and projected housing needs of its residents. This section of the Housing Element provides an overview of resources available to the City.

A. Availability of Sites for Housing

Through its various land use policies, the City provides development potential for a range of housing opportunities.

1. Regional Housing Needs Allocation (RHNA)

State Housing Element law requires that a local jurisdiction accommodate a share of the region's projected housing needs for the planning period. This share, called the Regional Housing Needs Allocation (RHNA), is important because State law mandates that jurisdictions provide sufficient land to accommodate a variety of housing opportunities for all economic segments of the community. Compliance with this requirement is measured by the jurisdiction's ability in providing adequate land to accommodate the RHNA. The Southern California Association of Governments (SCAG), as the regional planning agency, is responsible for allocating the RHNA to individual jurisdictions within the region.

The RHNA is distributed by income category. For the 2021 Housing Element update, the City of Glendora is allocated a RHNA of 2,276 units as follows:

Extremely Low Income (up to 30 percent of AMI): 368 units (16 percent)
 Very Low Income (31 to 50 percent of AMI): 367 units (16 percent)
 Low Income (51 to 80 percent of AMI): 386 units (17 percent)
 Moderate Income (81 to 120 percent of AMI): 388 units (17 percent)
 Above Moderate Income (> 120 percent of AMI): 767 units (34 percent)

This income distribution includes an "impaction correction" factor to allocate a higher proportion of lower income households to Glendora than the regional average in order to balance the income distribution across the region. The City must ensure the availability of residential sites at adequate densities and appropriate development standards to accommodate these units.

It is important to note that local government are not required to build housing or financially subsidize the development of new housing. However, cities are responsible to ensure that adequate sites are available during the planning period that are adequate to accommodate housing at the designated affordability levels.

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The Regional Housing Needs Allocation (RHNA) does not include the extremely low income category. However, State law requires that the jurisdiction project the housing needs for extremely low income households. Two approaches for estimating that future need are offered under State law – an even split of the very low income RHNA into extremely low and very low incomes; or a proportional split based on data on income distribution in the City.

2. Anticipated Accessory Dwelling Units (ADUs)

New State laws passed since 2017 have substantially relaxed the development standards and procedures for the construction of Accessory Dwelling Units (ADUs). As a result, the City has seen an increase in ADU activities in the community, increasing from 8 units in 2018, 15 units in 2019, and 27 units permitted in 2020. Based on this upward trend, the City has permitted 18 ADUs in 2021 as of July 2021. In 2020, the City updated its Accessory Dwelling Unit (ADU) Ordinance, resulting in significantly increased ADU interests. This Housing Element also includes a program to facilitate the development ADUs. For the purpose of RHNA credits, the City assumes 20 ADUs annually for a total of 160 ADUs over the eight-year planning period of the Housing Element. This Housing Element also includes a program to facilitate and monitor the development of ADUs to insure the City is meeting its anticipated goal.

Following the SCAG Regional Accessory Dwelling Unit Affordability Analysis, the City assumed the following affordability distribution for ADUs:

- 108 Lower Income
- 3 Moderate Income
- 49 Above Moderate

3. Pending Projects

The City currently has 84 units that either have been approved or are in the entitlement process. These units are credited towards the City's above moderate income RHNA. The following projects have been identified:

- 531 and 555 E. Arrow Highway Currently in review for entitlement and will provide 33 above moderate income units. This project is the recycling of commercial retail and restaurant uses.
- 905 E. Arrow Highway Approved project with 16 above moderate income units. This project is the adaptive reuse of commercial building into food hall and new townhome construction on vacant portion of site.
- 1121 and 1123 E. Arrow Highway Currently in review for entitlement and will provide 19 above moderate income units. This project is the recycling of commercial uses and duplex units.
- 501 Route 66 Approved with 8 above moderate residential townhomes. This project is on vacant land.
- 1620 South Glendora Blvd Approved with 8 above moderate multi-family rental units. Existing use is a single-family home.

These pending projects demonstrate the trend of recycling existing commercial uses and lower intensity residential uses into multi-family development.

4. Credits and Remaining RHNA

For 6th cycle Housing Element update, the City of Glendora is allocated a RHNA of 2,276 units. The City will credit anticipated ADUs and pending projects towards the overall RHNA number. The City has a remaining RHNA as follows: 1,013 low income units, 385 moderate income units, and 634 above moderate income units (Table 35.).

Table 35: Credits and Remaining RHNA						
Lower Moderate Above Moderate Total						
RHNA	1,121	388	767	2,276		
Credits	108	3	133	244		
ADU	108	3	49	160		
Pending Projects	0	0	84	84		
Remaining RHNA 1,013 385 634 2,032						

5. Developing the Residential Sites Inventory

The development of a sites inventory for the 6th Cycle RHNA started with review of sites from the 5th Cycle that remain available for housing development. Sites carried over from the 5th Cycle are added to new sites identified for the 6th Cycle.

Since 2013, when the City adopted the 5th Cycle Housing Element Update, the City has made some significant changes to zoning regulations. In 2017, the City reduced density and eliminated residential zoning from certain areas as part of revisions to the Route 66 Specific Plan.

In 2018, the City adopted a specific plan for the Arrow Highway Corridor (AHCSP). Many of the new 6th Cycle sites are located on Arrow Highway where large portions of the corridor are now zoned for housing and mixed-use. With the adoption of the AHCSP, the City is beginning to see increased interest in residential development. Specifically, three of the City's recent projects (see discussions under Pending Projects) are residential-only projects in AHCSP. Prior to the adoption of this new plan, housing was not allowed in this area. The improvement to land ratio was used as one of the factors in identifying sites because a less than 1.0 ratio would demonstrate that the properties are not developed to their potential. With the introduction of housing in the area, the more valuable use is housing.

Route 66 Corridor Specific Plan Sites

Within the Route 66 Specific Plan there are 21 sites (64 acres) that have been identified as being feasible for development based on staff knowledge of redevelopment potential, developer interest, or site owner interest for selling/redevelopment or being considered for rezoning. The sites have the potential to yield 140 above moderate income units, 402 moderate income units, and 741 lower income units based on net potential and a conservative assumption of development at 80 percent of the allowable density. Detailed information on the existing conditions of these sites can be found in Appendix B.

Arrow High Specific Plan Sites

Within the Arrow Highway Specific Plan there are 20 sites (36 acres) that have been identified for this sites inventory based on Staff knowledge of redevelopment potential, developer interest, or site owner interest for selling/redevelopment. All of these sites within the Arrow Highway Specific Plan are proposed to increase the allowable density to 30 units per acre. The sites have a potential to yield 101 above moderate income units and 533 lower income units based on net potential and a conservative assumption of development at 80 percent of the allowable density. Detailed information on the existing conditions of these sites can be found in Appendix B.

Other Vacant and Underutilized Sites

There are also sites identified in the residential sites inventory that are located on vacant and underutilized parcels outside of the Route 66 Corridor Specific Plan and the Arrow Highway Specific Plan areas. These 20 sites (44 acres) were selected based on staff knowledge of redevelopment potential, developer interest, or site owner interest for selling/redevelopment. Collectively, these sites have the potential to accommodate 289 housing units, the vast majority of which (278 units) can be counted towards the City's above moderate income RHNA based on the allowable density of the parcels. A total of 11 units on one site can be counted towards the moderate income RHNA. All unit calculations were based on existing zoning and a conservative assumption of development at 80 percent of the allowable density. Detailed information on the existing conditions of these sites can be found in Appendix B.

Proposed Density Increases

In order to meet the RHNA, the City utilized sites in the Route 66 Corridor Specific Plan, specifically the Town Center Mixed-Use (TCMU), Central Route 66 Residential (CRR), and Barranca Gateway (BG) zoning districts, Arrow Highway Specific Plan (AHSP), Civic Center Area Plan (CCAP) and other scattered sites throughout the City.

To foster additional residential growth and maintain the buffer for the lower income RHNA, the City will restore the permitted density in the BG Zoning District of the Route 66 Specific Plan from 20 dwelling units per acre and two stories, to 30 dwelling units per acre and increase the height limit to three stories. In addition, the City will increase allowable density in the Arrow Highway Specific Plan from 25 dwelling units per acre and 2-3 stories, to 30 dwelling units per acre and three stories.

Table 36 presents the current densities and the densities that the City will be implementing within three years of the Housing Element statutory deadline.

Table 36: Proposed Densities								
	Route 66 - TCMU	Route 66 – CRR	Route 66 - BG	Arrow Highway				
Current								
Units per Acre	30	30	20	25				
Stories Max	3	3	2	2 and 3				
Proposed Changes								
Units per Acre	30	30	30	30				
Stories Max	3	3	3	3				

Rezoned Sites

On top of restoring/increasing permitted densities, the City is proposing to rezone two sites identified by staff as being feasible for redevelopment based on local knowledge and discussions with owners/developers. Both of these sites are within a $\frac{1}{2}$ mile of the future light rail stop and prior to 2017, both areas permitted housing and mixed-use development. The two sites and their proposed rezoning are as follows:

- 1. Route 66/Glendora Site: This 3.67-acre site comprised of 12 parcels is currently zoned as Route 66 Service Commercial (RSC). Based on the location of this site and its original zoning in the Route 66 Specific Plan that allowed residential development, the City is proposing to rezone this site to Route 66 TCMU to permit 30 units per acre consistent with its previous zoning and the adjacent zoning. This site can potentially yield 71 net units for lower income RHNA, conservatively assuming development at 80 percent of the allowable density. This site also has opportunities for lot consolidation for housing or mixed-use.
- 2. **100 W. Route 66:** This almost four-acre property is comprised of 15 parcels and is an underutilized commercial property currently zoned as Route 66 Service Commercial (RSC). This site was chosen as having potential for redevelopment and its location being within a half mile of the future Gold line Station will encourage and facilitate development of housing. The City is proposing to rezone the site to Route 66 TCMU to permit 30 units per acre consistent with surrounding zones. This site has the potential to yield 87 net units for low income RHNA, conservatively assuming development at 80 percent of the allowable density.

Estimating Net Realistic Capacity

Recent developments in the City have achieved a range of densities. Townhome projects typically range from 12 to 19 units per acre. Mixed use projects, on the other hand, typically achieve higher densities. For example, a mixed use project of 280 units achieved the maximum allowable density and received additional density bonuses for mixed use and lot consolidation, resulting in an overall density of 51 units per acre. These project densities were determined by the housing type and market preference, but also demonstrate that a project can reach the allowable density. Therefore, in estimating the capacity of the sites, this analysis utilizes a density factor of 80 percent of the maximum density permitted, accounting for internal circulation, landscaping, and parking/setback requirements. The City has also seen little to no commercial development with the majority of projects. Even in zones allowing commercial uses, redevelopment has been predominately residential since 2015. Specifically, within commercial/mixed use zones that allow residential uses, the City has seen only one nonresidential project during the last eight years. As discussed later in the recycling trends in San Gabriel Valley section, as building structures reach 30 years of age and improvement-to-land value ratio goes below 1.0, they begin to show signs of being outdated.

In reviewing the development trends in the neighboring cities of San Dimas and Azusa, multifamily and mixed-use development typically yields about 26 units per acre or 86 percent of the allowable density. Both Cities however have taken a more conservative approach to their sites inventory capacity calculations. Glendora's neighboring City of Azusa is assuming 80 percent of maximum density to take into consideration site constraints and development standards that may limit development on residential sites. This is the same approach that Glendora will also use when calculating sites inventory capacity. Therefore, the City's assumption is consistent with the trends in the East San Gabriel Valley area, especially the City of Azusa which borders Glendora on the West.

The sites identified in this analysis are also characterized by a low structural improvement to land value ratio, older buildings, and a low lot coverage ratio on top of the conservative density assumption for allowable density. This information is broken down site by site and can be seen in the Sites Inventory Appendix.

Factors Used in Identifying Sites

In identifying available sites for future residential development, the following factors are used:

- 1. Vacant sites, parking lots, or lots that are used for auto storage that have minimum improvements
- 2. Nonvacant sites with at least three of the following factors:
 - a. Existing uses are the similar types of uses being recycled in Glendora and in the San Gabriel Valley.
 - b. Property owner or developer interest.
 - c. Vacant buildings.
 - d. Property is located near and similar to properties that have been recently developed. This shows synergy of redevelopment activities and developer interests and market demand in the neighborhood.
 - e. Building age is at least 30 years (unless there is limited improvement on site) or building is vacated. Building older than 30 years often require significant improvements to update the systems and difficult to meet ADA requirements as warranted with substantial rehabilitation.
 - f. Existing Floor Area Ratio (FAR) that is less than 0.50. This threshold is established because mixed use zones in Glendora generally allow an FAR of between 0.35 and 0.50 PLUS 30 units per acre. If existing commercial uses are developed below this threshold, redevelopment of site can at least gain 30 units per acre. Furthermore, redevelopment of existing uses in San Gabriel Valley has shown a wide range of existing FARs, including beyond FAR of 1.0.
 - g. Improvement to Land Ratio (ILR) of less than 1.0, indicating the land is worth more than the structures on site. However, exceptions to the rule are sites with large structures such as older shopping centers, office buildings, motels, and warehouses. Often these high improvement values may serve as financial liability to property owners if the uses are not generating adequate revenues but are still subject to high property taxes. These sites are also included due to other factors.
 - h. Property is located withing ¼ mile of Gold Line and therefore conducive to transit oriented development.
 - i. Property is in obvious conditions of deferred maintenance,

Appendix B provides a parcel-by-parcel identification of these factors used in selecting the sites.

Redevelopment Trends and Suitability of Nonvacant Sites

Few vacant properties remain in Glendora. Development projects are beginning to take place by redeveloping existing uses that are underutilized and/or declining. With limited demand for commercial spaces, redevelopment of existing uses has primarily been for residential uses. As shown in Table 37 below, the recent and pipeline projects in Glendora are being developed on existing commercial land. Similar uses are also being redeveloped in the San Gabriel Valley.

	Table 37: Re	cycling Trends	in Glendo	ra and East San Gab	riel Valley
Locality	Project	Zoning	Units	Previous Uses	Characteristics
Glendora	531 and 555 E. Arrow Highway	AHSP-MU-CC	33	Retail, restaurant	Year Built: 1950/1963 ILR: 0.54 FAR: 0.05-0.06
Glendora	905 E. Arrow Highway	AHSP-MU-NC	16	Retail, neighborhood market, restaurant	Year Built: 1951 ILR: 0.18 FAR: 0.16
Glendora	1121 and 1123 E. Arrow Highway	AHSP-C-HR	19	Duplex	Year Built: 1980 ILR: 1.27 FAR: 0.41
Glendora	533, 614-647 W. Foothill Blvd	R-3	144	Light Industrial	Year Built: 1960 FAR: 0.31-0.39
Glendora	350-436 W. Route 66	RT66 TCMU & R-1	126	Motel, Mobile homes, and residential	Not available – However, it is reasonable to assume higher FAR and ILR for the motel use
Duarte	1405-1437 Huntington Drive	CG	161	Mobile home park, car sales lot	Year Built: 1978
Rosemead	7419-7459 Garvey Avenue	MU	378	Auto-related services and adjacent vacant lot	Not available
Rosemead	8002-8026 Garvey Ave	MU	109	Commercial, parking lot for patrons	Year Built: 1972 FAR: 1.0
Rosemead	8449 Garvey	MU	35	Car sales lot	Year Built: 1972 FAR: 0.12
Monterey Park	420 North Atlantic Boulevard	MU	84	Motel and adjacent vacant lot	Year Built: 1978
Monterey Park	Celadon	С-В	109	retail, offices, parking lot, Multi-family, vacant	Not Available: Housing it is reasonable to assume higher FAR and ILR due to the office and multi-family uses

Note: Characteristics of existing uses are usually not available or are incomplete for projects that have been developed or sites cleared for development. The Assessor data has already been updated to reflect the current status and no historical records are available to provide the previous conditions. Limited characteristics information is based on parcel data that have not yet been completely deleted from the assessor's database.

Below are additional discussions on the existing conditions and trends relating to sites/locations included in the inventory and their feasibility for redevelopment:

• Mobile Home Parks: Mobile home parks in the City are mostly in poor condition. The City has found that in most of the parks the mobile homes are not owned by the occupants. Rather the park owner buys older units that cannot be moved and rents them until they completely wear out. This means that there is very poor quality housing serving low income households. The City's goal is to encourage recycling of these sites to produce affordable housing. There are requirements in State law and incentives that the City believes will help accomplish this goal. The City has had meetings with an affordable housing builder about opportunities in the City, especially mobile home parks with persisting poor conditions. The City has also received inquiries from a broker representing an owner of a mobile home park to discuss the possibility of a low income project. Furthermore, the City's Elwood Family Apartments, a 100 percent affordable housing project, was achieved by redeveloping a mobile home park.

- Gold Line Proximity: The Gold Line Phase 2B is under construction with service expecting to start in 2025. Metro and the Glendora City Council have approved a first-last mile plan that will invest approximately \$6 million in improvements around the future station. This investment is intended to support future development in the area. Additionally, the City is utilizing SB 2 and LEAP grant funds to analyze infrastructure capacity, develop site plans for key infill sites around the future station, remove barriers in the zoning code to housing development, and create objective development standards. All of these planning efforts will address development in the City, which is anticipated to increase housing production, considering demand in the market.
- Arrow Highway Auto Repair Uses: During the development of the Arrow Highway Specific Plan, the City noted the high concentration of auto repair shops and how many of those existing uses have been rezoned to accommodate housing. There is an oversupply of auto repair in the market, and the rezoning to housing that yields a higher return to investors is expected to continue as a development trend. In addition, as the number of electric vehicles increases, the need for auto repair facilities that serve older vehicles is anticipated to decline over time.

When the Arrow Highway Specific Plan was developed in 2016, the City conducted a land use feasibility analysis. The purpose of this analysis was to provide insight into what land uses may be most viable in the short to medium term given current and future market conditions, so that land use designations may be optimized to help the City realize its goals for land development. As part of the analysis, multiple developers were interviewed, including City Ventures, Olson Company, and Forest City Commercial Development. The analysis concludes that overall demand for housing in the San Gabriel Valley is high, and Glendora is an appealing residential city. The Arrow Highway corridor, as a transitioning area, will quickly grow into a market where residential development is replacing existing older industrial/commercial uses. On the other hand, due to the considerable amount of existing retail space in and near Glendora, new retail development is not feasible unless greater residential density is present.

• Route 66 Specific Plan: In 2016, the City also conducted a feasibility analysis of various types of development in this Specific Plan. The analysis concludes that residential townhome use has the highest development potential at the time. However, with major public improvements as catalytic investment, such as the Gold Line Station, the market would become feasible for rental housing.

In 2019, Cal Poly San Luis Obispo planning students completed a study on Route 66 – Rethinking Downtown Glendora, CA: Linking the Village to Route 66. The study, based on assessments of SWOT (Strengths, Weaknesses, Opportunities, and Threats), proposes various land use alternatives for the area that would capitalize on the new Gold Line Station. Each alternative proposes a mixed of housing types in the area to optimize benefits to the City and the residents.

Lot Consolidation Trends

For the purposes of the sites inventory, parcels are grouped together that have the same zoning/rezoning designation, are contiguous, and are the appropriate size to facilitate low income housing. Review of Housing Elements in the San Gabriel Valley indicates that lot consolidation is a typical trend for residential and mixed use development. Also, few 100 percent affordable housing projects have been completed in recent years. It is primarily a function of the lack of funding for affordable housing, not because lot consolidation precludes or impedes affordable

housing construction. Therefore, density bonus and development agreement through negotiation are the primary strategies for including some affordable units in a project.

Discussion with National CORE, a major nonprofit affordable housing developer in Southern California, funding programs such as Low Income Housing Tax Credits (LIHTC) do not penalize funding applications that require lot consolidation. Discussions with experienced developers that are active in the San Gabriel Valley also indicate that they have acquisition teams to proactively reached out to property owners to purchase their properties. It is common practice for developers to approach owners of adjacent properties to the one listed for sale in order to consolidate parcels for a larger site. The following residential and mixed use projects in Glendora and nearby jurisdictions have consolidated small lots (less than 0.5 acre) into larger sites (over 0.5 acre) for housing construction. This Housing Element also includes a program for lot consolidation.

Table 38: Lot Consolidation Trends							
Locality	Project	Zoning	Units	Affordability	Lot Consolidation		
Glendora	1121 and 1123 E. Arrow Highway	AHSP-C-HR	19	19 Above Moderate	2 parcels into 0.9 acre		
Glendora	501 Route 66	RT66 TCMU & R-3	8	8 Above Moderate	3 parcels into 0.7 acre		
Duarte	3rd Street Townhomes	R3	18	18 Above Moderate	6 parcels into 1.65 acres		
Duarte	946 Huntington Drive	R4	25	25 Above Moderate	4 parcels into 1.25 acres		
Azusa	820 N. Soldano	TOD	6	6 Above Moderate	2 parcels into 0.26 acre		
Rosemead	7801-7825 Garvey Avenue	MU	60	60 Above Moderate	6 parcels into 1.14 acres		
Rosemead	8002-8026 Garvey Avenue	MU	109	109 Above Moderate	11 parcels into 1.61 acres		
Rosemead	8408 Garvey Avenue	MU	46	7 Lower 39 Above moderate	5 parcels into 1.15 acres		
Rosemead	8449 Garvey Avenue	MU	35	6 Lower 29 Above Moderate	2 parcels into 0.85 acre		
Covina	1201 W. Badillo Street	HDR	28	28 Above Moderate	4 parcels into 1.22 acres		

Summary of Residential Capacity

Table 39 provides a summary of the City's residential capacity for the 2021-2029 Housing Element planning period including sites that have

	Maximum				
Zoning	Density*	Lower	Moderate	Above Moderate	Total
Route 66 Corridor	Specific Plan Sites				
RT66-BG	30	117	73	140	330
RT66-CRR	30	58	78	0	136
RT66-TCMU	30	566	251	0	817
Subtotal		741	402	140	1,283
Arrow Highway Sp	ecific Plan Sites				
AHSP MU-T	30	31	0	62	93
AHSP MU-CC	30	76	0	38	114
AHSP MU-NC	30	199	0	0	199
AHSP C-HR	30	127	0	29	156
AHSP C-CR	30	76	0	0	76
AHSP C-BR	30	55	0	34	89
Subtotal		564	0	163	727
Other Vacant and	Underutilized		•		
CCAP-T-5	30	0	11	89	100
R-3	25	0	0	22	22
R-2	15	0	0	31	31
R-1	5	0	0	83	83
GA	15	0	0	23	23
E-5	3	0	0	14	14
E-6	3	0	0	16	16
Subtotal		0	11	278	289
Total		1,305	413	581	2,299

4. Comparison of Sites Inventory and RHNA

The City can realistically accommodate 2,543 net housing units through pending projects and its residential sites inventory. This capacity is adequate to accommodate the City's 2021-2029 RHNA of 2,276 units, and also provide a sizeable buffer for the lower income units and have excess capacity to cover the above moderate income units (Table 40).

Table 40: Adequacy of Sites in Meeting RHNA								
	Extremely Low/Very Low/ Low	Moderate	Above Moderate	Total				
RHNA	1,121	388	767	2,276				
Credits								
Pending Projects	0	0	84	84				
Projected ADUs	108	3	49	160				
Subtotal	108	3	133	244				
Sites Inventory								
Route 66 Corridor Specific Plan Sites	741	402	140	1,283				
Arrow Highway Specific Plan Sites	564	0	163	727				
Vacant and Underutilized Sites	0	11	278	289				
Subtotal	1,305	413	581	2,299				
Total Sites Capacity and Credits	1,413	416	714	2,543				
Sites Capacity vs. RHNA	+292	+28	-53	+267				
% Surplus/Shortfall	+26%	+7%	-7%	+12%				

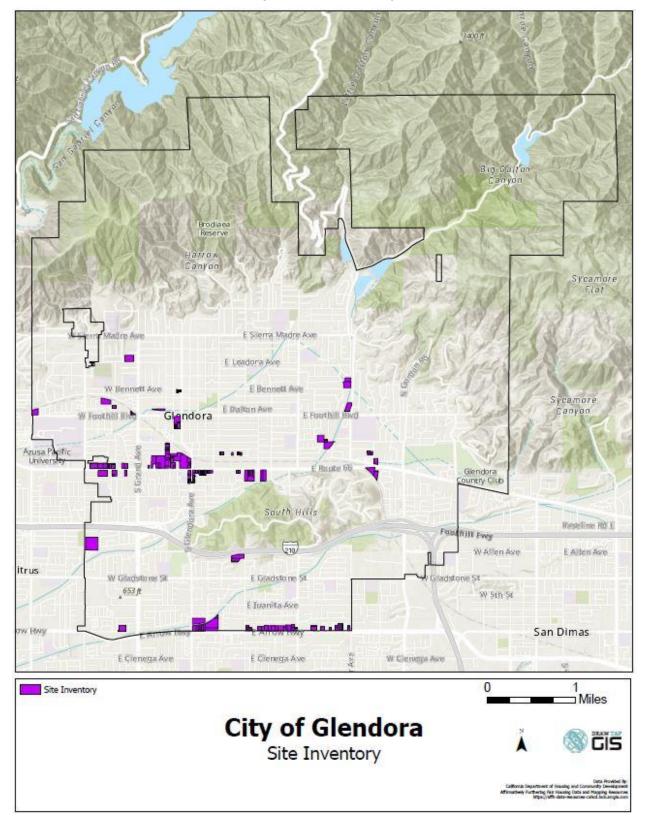


Figure 12: Sites Inventory

5. Availability of Infrastructure and Services

As noted earlier, the City expects much of its future residential growth to occur in the Route 66 Corridor Specific Plan and the Arrow Highway Specific Plan areas. As part of the review process these specific plans had to analyze and plan for potential impacts of new development by identifying the full range of infrastructure improvements that would be necessary to meet long-term infrastructure needs. The Route 66 Corridor Specific Plan and the Arrow Highway Specific Plan are located in a part of the City that is served by all utilities (i.e., water, sewer and storm drains) and other public services (i.e., police, fire, schools and solid waste). All of these existing facilities can be readily extended to serve proposed development.

Route 66 Specific Plan

To determine the impact on water systems, the City performed a water demand analysis for the Route 66 Corridor Specific Plan. Peak water usage for the Specific Plan area, following project implementation, would be approximately 1.41 million gallons per day (mgd), representing an increase of 432,783 gallons per day (gpd) over existing conditions. Since this increase in demand is not equivalent to, or greater than, the amount of water required for a 500-dwelling unit project (750,000 gpd), the impact on Glendora's water infrastructure is less than significant. However, the City is also taking the following mitigation measures:

- The Zone 1, 6- and 8-inch diameter pipelines within Route 66, between Barranca and Lorraine Avenue, shall be up-sized to a minimum 14-inch pipeline to serve domestic demands and meet current capacity requirements per the City's Water Master Plan.
- The Zone 2, 8-inch diameter pipelines within Route 66, from Lorraine Avenue east to Amelia Avenue, shall be upsized to 14-inch or dual 12-inch diameter pipelines to achieve the anticipated 5,000 gpm fire flow requirements of the "Route 66 Commercial" land use district.

An analysis of the City's wastewater system was conducted as well. The analysis estimated sewer flows by land use district to provide an understanding of potential flow differences between existing conditions and proposed conditions within the Route 66 Corridor Specific Plan area. The existing average wastewater flow for the planning area is 0.79 mgd and the average wastewater flow for the proposed conditions is only 1.06 mgd, a 34 percent increase. Build-out of the Route 66 Corridor Specific Plan would not result in the generation of wastewater that would exceed the capacity of any of the City's wastewater lines. City staff has also indicated that the existing wastewater collection system is adequate for serving the proposed development in the Route 66 Corridor Specific Plan area. However, to ensure that wastewater capacity is not exceeded, the City plans to install flow monitors, in order to determine with certainty whether existing trunk sewers require upsizing or realigning, at the following locations:

- Elwood Avenue and Route 66;
- East end of Mauna Loa Avenue;
- Glendora Avenue and Route 66;
- Baseline Road and Glendora Avenue;
- Grand Avenue and Route 66;
- Baseline Road and Grand Avenue; and
- Barranca Avenue and Baseline Road.

Impacts on any of the City's other infrastructure systems are also expected to be minimal. The proposed demolition and construction activities, in addition to increased residential and commercial land uses, in the Specific Plan area are expected to increase the volume of solid waste generated. However, the City's AB 939 waste reduction requirements would reduce the amount of solid waste produced and reduce overall impacts to a less than significant level. The establishment of developer impact fees for parks and schools would also minimize impacts on these public services. The Environmental Impact Report (EIR) for the Route 66 Corridor Specific Plan has concluded that, even at full residential build-out, there will be no significant impacts on any of the City's infrastructure systems.

Arrow Highway Specific Plan

The Arrow Highway Specific Plan EIR analyzed impacts on the City's infrastructure including sewer, water and storm drain systems. Several agencies and jurisdictions provide municipal services to the Specific Plan area. These include the cities of Glendora, Covina, and San Dimas, and the County of Los Angeles. Thus, the infrastructure systems and the service provision involve shared responsibility.

For sewer facilities, future development projects are required to confirm collection and treatment capacity or add additional relief sewer lines, as necessary. The Specific Plan's Land Use Plan is anticipated to increase peak discharge by an estimated 62,500 gpd or 5 percent. The LACSD reports the system can collect increased flows associated with Land Use Plan's implementation.

Groundwater, the City's primary source of potable water, is pumped from the City's active wells in the Upper San Gabriel Canyon Basin and in the San Gabriel Basin's Glendora Sub-basin. The Specific Plan area has a reliable system of domestic water provided by the Covina Irrigating Company (CIC), Suburban Water Systems, and the City of Glendora. The CIC operates a subregional feeder line including a well water treatment plant on Arrow Highway. These water providers indicate adequate capacity to serve future development without plans for expansion or extensions. According to Glendora's Urban Water Management Plan (2015), the City has a diverse water supply portfolio. A single dry year or a multiple dry year period will not compromise the City's ability to provide a reliable supply of water to its customers.

The Los Angeles County Department of Public Works maintains the storm drain and catch basin system serving Arrow Highway. The Los Angeles County Flood Control District maintains the San Dimas Wash, an open channel traversing the Specific Plan area. These systems operate well without any record of overtopping or street flooding. Typical for new development proposals, development applicants will need to conduct a project specific hydrology study identifying any required mitigation for increased flows. Since the Specific Plan area has mostly impervious surfaces, new development is not expected to require significant improvements to the storm drainage system. However, most properties in the Specific Plan area have not implemented stormwater Quality Best Management Practices (BMP). New development will be required to comply with the Los Angeles County Standard Urban Stormwater Mitigation Plan (SUSMP) and Regional Water Quality Control Board, National Pollution Discharge Elimination System (NPDES), and related Municipal Separate Storm Sewer System (MS4) permit requirements. New developments are expected to use onsite BMPs such as rain gardens, dry wells, and bioswales due to excellent percolation rates in the area.

B. Financial Resources

The City of Glendora has access to a number of funding sources to facilitate the development of new affordable housing and potentially for the preservation of housing units at risk of converting to market rate.

1. Community Development Block Grant (CDBG) Funds

The CDBG program provides funds for a range of community development activities. The program is flexible in that the funds can be used for a range of activities. The eligible activities include, but are not limited to: acquisition and/or disposition of real estate or property; public facilities and improvements; relocation, rehabilitation and construction of housing; homeownership assistance; and also clearance activities. During 2020, Glendora received a total of \$304,584 in CDBG funds. CDBG funds are allocated to Fair Housing and CIP projects. HUD recommends the City complete one project a year due to limited funding.

2. SB2/LEAP Grants

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate. The first year the state administered Planning Grants knowns as SB2 Grants, and the following year a second grant program, Local Early Action Planning, or LEAP grants, was made available to cities. Glendora applied for and obtained founding for both of these grant opportunities.

SB 2 Grant

On October 25, 2019, the City of Glendora applied for \$160,000 in SB2 grant funding for the completion of three projects. The projects include the following:

- Project 1 Standardize the City's review and approval process and install electronic plan review technology.
- Project 2 Revise existing and add new objective design guidelines in specific plans/residential zones, and
- Project 3 Review and revised the zoning code and general plan to further support housing development.

Projects under the SB2 Grant must be completed prior to September 2023. The proposed projects are anticipated to be complete prior to the September 2023 deadline.

LEAP Grant

On June 30, 2020, the City of Glendora applied for \$150,000 in LEAP grant funding for the completion of three projects. The projects include the following:

- Project 1- Update General Plan Housing Element for the 6th Cycle RHNA,
- Project 2 Site planning and conceptual yield study with development plan scenarios, and
- Project 3 Infrastructure planning for water and sewer systems to support new housing and new residents.

Projects under the LEAP Grant must be completed prior to December 31, 2023. Project 1 is currently underway, with all three projects scheduled to be completed by February 2023.

3. Low-Income Housing Tax Credit Program

The Low-Income Housing Tax Credit Program was created by the Tax Reform Act of 1986 to provide an alternate method of funding low-and moderate- income housing. Each state receives a tax credit, based upon population, toward funding housing that meets program guidelines. The tax credits are then used to leverage private capital into new construction or acquisition and rehabilitation of affordable housing. Limitations on projects funded under the Tax Credit programs include minimum requirements that a certain percentage of units remain rent-restricted, based upon median income.

4. Mortgage Credit Certificates (MCC)

This program provides a federal tax credit for income- qualified homebuyers equivalent to 15% of the annual mortgage interest. Generally, the tax savings are calculated as income to help buyers qualify to purchase a home. Using an MCC, first-time buyers can save between \$700 and \$2,500 a year on their annual federal tax bill. The program is initiated by the homebuyer applying through a participating lender, who then submits an application to the Los Angeles County Development Authority. The City is not involved in administering this process or approving loans.

5. HOME Funds

The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for households with incomes not exceeding 80 percent of area median income. The program gives local governments the flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations. HOME funds can be used for activities that promote affordable rental housing and homeownership by low-income households. The City of Glendora does not receive entitlement HOME funds from HUD. While the City had in the past applied to the State for HOME funds administered by the Department of Housing and Community Development (HCD), the City faces a significant challenge in using this funding source in the future. The HOME program has a 25-percent local match requirement. In the past the City was able to use Redevelopment Housing Set-Aside funds to meet the local match requirement. With the dissolution of the Redevelopment Agency, the City has limited ability to meet this requirement.

6. Housing Choice Vouchers (Section 8 Rental Assistance)

The Housing Choice Voucher (Section 8) program is a federal program that provides rental assistance to very low-income persons in need of affordable housing. The Housing Choice Voucher program offers a voucher which pays the difference between the payment standard (an exception to fair market rent) and what a tenant can afford to pay (e.g. 30 percent of their income). A voucher also allows a tenant to choose housing that may cost above the payment standard, with the tenant paying the extra cost.

7. Affordable Housing Fund

As part of approving a conversion of approximately 27 acres of underutilized commercial property to a planned residential community (the "Arboreta Specific Plan"), the City negotiated the payment of a one-time in-lieu housing fee of \$2 million to use for the development of affordable housing. As of August 2013, \$1.4 million has been used to acquire property at 350 E. Route 66. A project

was approved for the site that constructed 20 single-family residences and 106 townhomes; however, since the project did not include an affordable housing component, the loan was repaid to the City with interest in the amount of \$1.57 million dollars. The fund is also used for personnel costs associated with administrative services related to housing. The funds projected balance for the end of Fiscal Year 2021 is \$1,643,992.

C. Administrative Resources

The following active non-profit agency that may have the capacity to develop, acquire, and/or manage affordable housing, including housing projects that are at risk of converting to market-rate housing.

Glendora Housing Investors, LP: Glendora Housing Investors, LP is a limited partnership made up of Global Premier, SunAmerica, and TELACU. The organization worked with the City's former Redevelopment Agency on the construction of the Elmwood Family Apartments, which was completed in 2008 and has 87 units reserved for extremely low, very low, and low income families. Global Premier Development, Inc. and its joint venture partners specialize in the development of low-income housing, under tax exempt bond financing. The company has already completed dozens of affordable housing projects throughout the state of California, including several in the San Gabriel Valley. SunAmerica is the nation's leading investor in low-income housing tax credits. The company has invested in more than 1,200 properties in 49 states, comprising more than 156,000 units of affordable housing, since 1988. TELACU is a non-profit community development corporation founded in 1968 dedicated to building of quality affordable homes. TELACU builds, owns and manages affordable housing available for senior citizens and physically challenged individuals. The organization has already developed thousands of affordable units in cities throughout Southern California, including Alhambra, Baldwin Park, Hawthorne, Los Angeles, Montebello, Monterey Park, Moreno Valley, National City, Pasadena, Pacoima, and Whittier.

D. Opportunities for Energy Conservation

Energy-related housing costs can directly impact the affordability of housing. While state building code standards contain mandatory energy efficiency requirements for new development, the City and utility providers are also important resources to encourage and facilitate energy conservation and to help residents minimize energy-related expenses.

1. State Regulations

Title 24 of the California Administrative Code establishes energy conservation standards that must be applied to all new residential buildings. The regulations specify energy saving design for walls, ceilings, and floor installations, as well as heating and cooling equipment and systems, gas cooling devices, conservation standards and the use of non-depleting energy sources, such as solar energy or wind power. Compliance with the energy standards is achieved by satisfying certain conservation requirements and an energy budget. Among the alternative ways to meeting the energy standards are the following:

- **Alternative 1:** The passive solar approach which requires proper solar orientation, appropriate levels of thermal mass, south facing windows, and moderate insulation levels.
- **Alternative 2:** Generally, requires higher levels of insulation than Alternative 1, but has no thermal mass or window orientation requirements.
- **Alternative 3:** Also is without passive solar design but requires active solar water heating in exchange for less stringent insulation and/or glazing requirements.

Residential developers must comply with these standards while localities are responsible for enforcing the energy conservation regulations.

2. State and Federal Programs

The California Department of Community Services and Development in partnership with the network of local community services agencies that assist lower-income households, administers the Low Income Home Energy Assistance Program (LIHEAP). LIHEAP provides financial assistance to lower income households to offset the costs of heating and/or cooling their residences.

3. City Incentives

The City provides opportunities for energy conservation with its emphasis on mixed-use development. Compact development encourages pedestrian activity and transit use while reducing automobile use and travel time. Electrical and water-delivery systems are more efficient in higher-density mixed-use communities than low-density suburbs. Mixed-use areas also allow for the possibility of district energy systems (where a central plant supplies heating and cooling to groups of buildings). This type of system maximizes energy efficiency, because commercial and residential structures typically utilize these services at different times of the day.

The City also offers an Environmental Stewardship and Energy Efficiency Density Bonus in its Grand-Foothill Multi-Family Residential Overlay Zone. New residential development projects in the Overlay Zone that that obtain LEED Silver certification from the U.S. Green Building Council (or its equivalent) can be granted a five-dwelling unit per acre density bonus. If both density bonus incentives are utilized in the Grand-Foothill Multi-Family Residential Overlay Zone the density bonus cannot be greater than ten additional dwelling units per acre.

State law (Government Code §65583(a)(7)) requires all new construction to comply with "energy budget" standards that establish maximum allowable energy use from delectable sources (Title 24 of the California *Administrative Code*). These requirements apply to such design components as structural insulation, air infiltration and leakage control, setback features on thermostats, water heating system insulation (tanks and pipes) and swimming pool covers if a pool is equipped with a fossil fuel or electric heater. State law also requires that a tentative tract map provide for future passive or natural heating or cooling opportunities in the subdivision, including designing the lot sizes and configurations to permit orienting structures to take advantage of a southern exposure, shade or prevailing breezes.

Southern California Edison (SCE) and the Southern California Gas Company offer energy conservation programs to residents of Glendora including audits of home energy use to reduce electricity consumption, refrigerator rebates, appliance repair and weatherization assistance to qualified low income households, buyer's guides for appliances and incentives, by the Gas Company, to switch from electric to gas appliances. Direct assistance to low-income households is provided by the Gas Company through the California Alternate Rates for Energy (CARE) Program and by SCE through its Energy Management Assistance Program.

Both companies have programs to encourage energy conservation in new construction. SCE's energy rebate program applies to residential developers as well as individual customers. SCE also offers an Energy STAR new home program, and Sustainable Communities Program offering design assistance and financial incentives for sustainable housing development projects. The Gas Company's Energy Advanced Home Program is offered to residential developers who install

energy-efficient gas appliances that exceed California energy standards by at least 15%.

Some of the most readily available measures for conserving energy in new residential development, as well as in other homes, are described below.

Insulation and Weatherproofing

More than one-third of the homes in Glendora were built prior to 1960, when there was little concern for the use of electricity, oil and natural gas for heating purposes. To conserve the heat generated by older heating units and minimize the heat loss ratio, these homes can be insulated in the attic space and exterior walls. Windows and exterior doors can be fitted with airtight devices, caulking or other means to maximize heating and cooling efforts.

Solar Energy and Natural Lighting

Daytime interior lighting costs can be significantly reduced or eliminated with the use of properly designed and located skylights. Skylights can be easily installed at reasonable expense in existing houses, thereby substantially reducing electricity costs and energy consumption.

Solar energy is a practical, cost effective, and environmentally sound way to heat and cool a home. In California, with its plentiful year-round sunshine, the potential uses of solar energy are numerous. With proper building designs, this resource provides for cooling in the summer and heating in the winter; it can also heat water for domestic use and swimming pools and can generate electricity.

Unlike oil or natural gas, solar energy is an unlimited resource, which will always be available. Once a solar energy system is installed, the only additional costs are for the maintenance or replacement of the system itself. The user is not subject to unpredictable fuel price increases. Moreover, solar energy can be utilized without any serious safety or environmental concerns.

Solar heating and cooling systems are of three general types: passive, active, or a combination of both. In passive solar systems, the building structure itself is designed to collect the sun's energy, then store and circulate the resulting heat, similar to a green house. Passive buildings are typically designed with a southerly orientation to maximize solar exposure and constructed with dense materials such as concrete or adobe to better absorb the heat. Properly placed windows and overhanging eaves also contribute to keeping a house cool.

Active systems collect and store solar energy in panels attached to the exterior of a house. This type of system utilizes mechanical fans or pumps to circulate the warm/cool air, while heated water can flow directly into a home's hot water system.

Although passive systems maximize use of the sun's energy and are less costly to install, active systems have greater potential for both cooling and heating a home and providing hot water. This may mean lower energy costs for residents presently dependent on conventional fuels. The City encourages the use of passive solar systems in new residential construction to improve the energy efficiency of housing units.

4. Utility Provider Programs

Southern California Edison participates in the California Alternate Rates for Energy (CARE) program, which offers income-qualified customers a discount of 30 percent or more on their monthly electric bill. The Multifamily Energy Efficiency Rebate Program offers property owners and managers incentives on a broad list of energy efficiency improvements in lighting, HVAC, insulation, and window categories. These improvements are to be used to retrofit existing

multiple-family properties of two or more units. Edison also operates the Energy Savings Assistance program, which helps income-qualified households conserve energy and reduce their electricity costs. Southern California Edison pays all the costs of purchasing and installing energy-efficient appliances and equipment, which are free to eligible customers. Services include weatherization, energy efficient lighting and cooling, and refrigerator replacement. And, finally, Edison has an Energy Assistance Fund (EAF) in place, designed to help low-income customers pay their electric bills. A maximum of \$100 is available to income-qualified customers once every 12-month period.

The Southern California Gas Company offers various rebate programs for energy-efficient appliances to its customers. The Comprehensive Mobile Home Program provides qualifying mobile home customers with no-cost energy conservation evaluations, installations of low-flow showerheads and faucet aerators, and gas energy efficiency improvements, such as duct test and seal of HVAC systems. The Energy Savings Assistance Program offers no-cost energysaving home improvements and furnace repair or replacement services for qualified limitedincome renters and homeowners. The Gas Company also operates the Gas Assistance Fund (GAF), which helps low-income households pay their gas bills through a one-time grant, not exceeding \$100. Southern California Gas participates in the state's CARE program, which provides a 20 percent discount on the monthly gas bills of income-eligible households. In addition, the Gas Company participates in the Medical Baseline Allowance Program. Customers with a qualifying medical condition are eligible for a free medical baseline allowance of 0.822 therms per day. Under this program additional gas usage is billed at the baseline rate, which is the lowest rate for residential customers. In addition to The Gas Company's programs, customers may qualify for other energy assistance programs. The Low-Income Energy Assistance Program (LIHEAP) is a federally funded energy assistance program that offers income-qualified households assistance with paying their utility bill. Customers may also benefit from the LIHEAP Weatherization Assistance Program to help make their homes more energy

efficient.

5. HOUSING PLAN

Previous sections of the Housing Element established the housing needs, constraints, opportunities and resources in the City of Glendora. The Housing Plan presented in this section sets forth the City's goals, policies and programs to address Glendora's identified housing needs:

- **Goals** are the results that the City desires to achieve over the housing planning period. They are general expressions of values or preferred outcomes, and therefore, are abstract in nature and may not be fully attained. The goals are the basis for City policies and actions during this period.
- Policies are specific statements that will guide decision-making. Policies serve as the
 directives to developers, builders, service providers, decision makers and others who will
 initiate or review new development projects or seek to provide housing-related services
 in Glendora. Some policies stand alone as directives, but others require that additional
 actions be taken. These additional actions are listed under "programs" below.
- Programs are the core of the City's housing strategy. Programs translate goals and
 policies into actions. These include on-going programs, procedural changes, zoning
 ordinance changes, and other actions that implement the housing policies and help
 achieve housing goals. Each program identifies the responsible agency, funding source,
 timeframe for implementation, and specific objectives.

A. Housing Goals and Policies

1. Conserve and Improve the Condition of the Existing Affordable Housing Stock.

Housing and neighborhood conservation are important to maintaining and improving quality of life. While the majority of housing in Glendora is in good condition, some of the older housing units show signs of deterioration. Efforts to improve and revitalize housing must address existing conditions, but also focus on encouraging preventive efforts to ensure that housing stock quality is maintained. The policies listed below address the issue of housing and neighborhood conservation.

GOAL 1: Assure the quality, safety, and habitability of existing housing and the continued high quality of residential neighborhoods.

- Policy 1.1 Continue to monitor and enforce building and property maintenance codes in residential neighborhoods.
- Policy 1.2 Continue to provide City services designed to maintain the quality of the housing stock and the neighborhoods.
- Policy 1.3 Continue to promote the repair, revitalization, and rehabilitation of residential structures that have fallen into disrepair.
- Policy 1.4 Support the preservation and maintenance of historically and architecturally significant buildings and neighborhoods.

Policy 1.5 Preserve the unique environmental aspects of the community, including hillsides, canyons, and other environmental amenities.

2. Assist in the Development of Housing for those with Limited Incomes or Special Needs.

Providing affordable and accessible housing is essential for a healthy community. In addition to a diverse mix of housing types, it is necessary to make available housing for residents of all income levels. Seeking funding from varied sources increases the opportunities for development of affordable housing units. The City actively works with both non-profit and for-profit developers in the production of affordable for-sale and rental housing.

GOAL 2: Assist in the provision of housing that meet the needs of economic segments of the community.

- Policy 2.1 Use density bonuses and other incentives to facilitate the development of new housing for extremely low, very low, and low income households.
- Policy 2.2 Address the housing needs of special populations and extremely low income households through emergency shelters, transitional housing, supportive housing, and single-room occupancy units through land use policies and zoning standards.
- Policy 2.3 Pursue all appropriate public and private sources of financial support to provide housing assistance for lower income households (including extremely low income households) and those with special needs (elderly, disabled/developmentally disabled, large households, female-headed households, and homeless).
- Policy 2.4 Inform the City's residents of housing resources and opportunities available to lower income households and special needs populations.
- Policy 2.5 Encourage accessible housing and reduce barriers for persons with disabilities, and enforce state accessibility standards for new residential construction.

3. Identify Adequate Residential Sites

A major element in meeting the housing needs of all segments of the community is the provision of adequate sites of all types, sizes, and prices of housing. Persons and households of different ages, types, incomes, and lifestyles have a variety of housing needs and preferences that evolve over time and in response to changing life circumstances. Providing an adequate supply and diversity of housing accommodates changing housing needs of residents. The Glendora General Plan and Zoning Ordinance establish where housing may locate. To provide adequate housing and maximize use of limited land resources, new development should be constructed at appropriate densities that maximize the intended use of the land. To facilitate new residential development, the City plays an important role in both assisting in the identification and promotion of potential sites for future development

GOAL 3: Provide suitable sites for housing development which can accommodate a range of housing by type, size, location, price, and tenure to accommodate the City's share of the regional housing need.

- Policy 3.1 Implement land use policies that allow for a range of residential densities and products, including low-density single-family uses, moderate-density townhomes, and higher-density apartments, condominiums, and units in mixed-use development.
- Policy 3.2 Encourage development of residential uses in strategic proximity to employment, recreational facilities, schools, neighborhood commercial areas, and transportation routes.
- Policy 3.3 Maintain an up-to-date residential sites inventory and provide to interested developers with information on available development incentives.
- Policy 3.4 Promote mixed-use development and accessory dwelling units (ADUs) to facilitate smart growth and reduction in automobile trips, vehicle miles traveled, and associated energy consumption.
- Policy 3.5 Ensure that residential development sites have appropriate and adequate services and facilities, including water, wastewater, and neighborhood infrastructure.
- Policy 3.6 Support the assembly of small vacant or underutilized parcels to enhance the feasibility of infill development.

4. Address and Remove Governmental Constraints to the Maintenance, Improvement, and Development of Housing.

Market factors and government regulations can significantly impact the production and affordability of housing. Although market conditions are often beyond the direct influence of any jurisdiction, efforts can be directed at ensuring the reasonableness of land use controls, development standards, permit-processing, fees and exactions, and governmental requirements to encourage housing production.

GOAL 4: Where appropriate, mitigate unnecessary governmental constraints to the maintenance, improvement, and development of housing.

- Policy 4.1 Periodically review the City's regulations, ordinances, fees/exactions to ensure they do not unduly constrain the production, maintenance, and improvement of housing.
- Policy 4.2 Offer regulatory incentives and concessions for affordable housing, such as relief from development standards, density bonuses, or fee waivers where deemed to be appropriate.
- Policy 4.3 Provide for streamlined, timely, and coordinated processing of residential projects to minimize holding costs and encourage housing production.

Policy 4.4 Support infill development at suitable locations and provide, where appropriate, incentives to facilitate their development.

5. Affirmatively Furthering Fair Housing

The City seeks to expand the range of housing opportunities provided in Glendora, including housing for seniors on fixed incomes, lower and moderate income residents (including extremely low income households), the disabled, large families, female-headed households with children, and the homeless. In order to make adequate provision for the housing needs of all segments of the community, the City must ensure equal and fair housing opportunities are available to all residents whether through mediating disputes, investigating bona fide complaints of discrimination, or through the provision of education services. The provision of fair housing services is an important tool to ensure fair and equal access to housing. Implementation of place-based strategies to address equal access to resources is also a theme of the affirmatively furthering fair housing goal. The following policies are designed to continue implementation of applicable fair housing laws.

- GOAL 5: Ensure that all residents have equal housing opportunities, regardless of their special characteristics as protected under State and Federal fair housing laws.
 - Policy 5.1 Affirmatively further fair housing and promote equal housing opportunities for persons of all socioeconomic segments of the community.
 - Policy 5.2 Promote housing along with supportive services to meet the special housing needs of seniors, homeless individuals and families, and the disabled.
 - Policy 5.3 Encourage the provision of housing to meet the needs of families of all sizes.
 - Policy 5.4 Facilitate increased participation among traditionally underrepresented groups in the public decision-making process.
 - Policy 5.5 Provide increased outreach and education for the broader community of residents, residential property owners and operators, regarding fair housing practices and requirements, especially through non-traditional media.
 - Policy 5.6 Promote increased enforcement of fair housing laws.

B. Housing Programs and Implementing Measures

The goals and policies outlined in the prior section address Glendora's identified housing needs and are implemented through a series of housing programs offered primarily through the City's Community Development Department. Housing programs define the specific actions the City will undertake to achieve the stated goals and policies with the eight-year (2021-2029) planning period. The City's housing programs for addressing community housing needs is described according to the following five issue areas.

- Housing Conservation and Improvement
- Housing Assistance Provision of Adequate Housing Sites
- Removal of Governmental Constraints
- Promotion of Equal Housing Opportunity

This section describes the programs that Glendora will implement to address these areas. The housing programs described as follows contain existing, modified, and new programs needed to address the housing needs identified, in Sections 2 through 4. Below is a summary of each program, the eight-year quantified objective, the proposed funding source, and the agency responsible for implementing the program.

1. Conserve and Improve Existing Affordable Housing

Conserving and improving the housing stock is an important goal for the City of Glendora. Approximately 89 percent of housing units in Glendora were constructed prior to 1990 and are therefore more likely to have rehabilitation needs than newer housing units. Due to the advanced age of the City's housing stock, programs to address building conditions will facilitate the upkeep of housing for the benefit of resident health. Programs to monitor, preserve, and improve the existing supply of affordable housing can also help accomplish the City's goal to build stronger and more vibrant residential neighborhoods

Program 1: Community Preservation Activities

The enforcement of existing property maintenance codes is a primary means to preserve housing and the quality of neighborhoods. The Community Preservation Division is responsible for enforcing City ordinances related to property maintenance, building conditions, and other issues. Administered by the City of Glendora Police Department, the City continues its code enforcement activities throughout the community.

Responsible Agency: Glendora Police Department

Financing: General Fund

Actions and Timeframe:

- To encourage the conservation and maintenance of existing units in compliance with building code, zoning and environmental standards, on an annual basis the City will provide public educational information on their social media sites about property maintenance requirements. Information on common code violations will be provided at the public counter, on the City's website, and periodically in the City newsletter.
- Ongoing implementation and annual monitoring throughout the planning period.

Qualified Objectives: One annual educational campaign about maintenance

requirements on social media. Address substandard

housing conditions for five units annually.

Program 2: Neighborhood Improvements

The City applies for and receives an annual allocation of CDBG funds from HUD. These funds are used to install and upgrade public facilities (streets, curb, gutter, drainage facilities, and utilities) in lower income neighborhoods. The infrastructure improvements encourage increased private market investment in declining or deteriorating neighborhoods.

As the Metro L (Gold) Line gets closer to opening, the City of Glendora is preparing ways to make it easier and safer to get to the station. Known as "first/last mile" improvements, the City is working to make getting to the new Glendora Station by bicycling and walking fun, efficient, and safe. At the same time, the City is continuing to implement urban trails along the flood control channels within the city.

Dubbed the People Movement Project, the combination of urban trails and first/last mile improvements will see over 10 miles of active transportation investments across the City. Features of these projects include fully separated bicycle and walking paths, protected bicycle lanes, protected intersection, roundabout, and improved street crossings for pedestrians. In total, the People Movement Project is estimated to cost \$21 million and will be implemented over the next five years.

In particular, the People Movement Project, addresses mobility strategies in low-income census tracts. These improvements will enhance the City's mobility network by connecting pedestrian and bike pathways across residential, commercial and transit connections.

Low-income Census Tract 4011.02 will include improvements along Glendora Avenue and Foothill Boulevard including bicycle lanes, protected intersections, crossing enhancements and connections to the Gold ("L") line transit station and nearby Foothill Transit bus stops. A pedestrian trail along the Little Dalton Wash will connect with Glendora Avenue to the aforementioned improvements.

Low-income Census Tract 4039.02 will include portions of a Class 1 bicycle and pedestrian paths. The pathway will connect residential to commercial and bus transit stops throughout the community.

Responsible Agency: Glendora Housing Authority /

Community Development Department

Financing: CDBG; San Gabriel Valley of Council of Governments

Measure M Subregional funds; Rivers and Mountains

Conservancy funds; City CIP funds

Actions and Timeframe:

 Annually apply to HUD for CDBG funds and other funding sources to implement public improvements in low income areas, including the People Movement Project to support transit-oriented development around the metro station. Qualified Objectives: Complete eight infrastructure and public facility

improvement projects that serve lower income

neighborhoods by 2029.

Program 3: Preservation of Assisted Housing Developments

The City has three assisted housing developments. All three developments have affordability covenants that extend past the 6th planning cycle period and therefore are not currently at risk of being converted to market-rate housing. However, it is important to continually monitor the developments to ensure their future preservation as affordable housing in the community.

Responsible Agency: Glendora Housing Authority

Financing: General Fund/CDBG

Actions and Timeframe:

- Monitor status of existing and future affordable housing projects.
- Upon receipt of Notice of Intent to convert from property owners, coordinate with the Los Angeles County Development Authority to connect tenants of at-risk units to the Section 8 Housing Choice Voucher program. (Pursuant to new State law, property owners opting to convert to market rate housing must provide three-year, one-year, and six-month noticing.)
- Conduct annual monitoring of Elwood Family Apartments, a City RDA-funded affordable housing project, to ensure compliance with income and occupancy requirements, as well as Housing Quality Standards.
- Conduct quarterly and annual monitoring of the 52 affordable "low income" units at Heritage Oaks Senior Apartments, a City RDA-funded affordable housing project, to ensure compliance with income requirements and affordable housing costs.

Qualified Objectives: Annually review assisted housing developments to ensure

compliance with affordability covenants and continued long-

term affordability.

Program 4: Mobile Home Rent Stabilization

In 1995, the City passed an ordinance to establish the Mobile Home Park Rent Stabilization to address the affordability of mobile home space rents. The ordinance also establishes a process for rent mediation with the mediation committee, comprising of representatives from the owners of the affected park, representatives from the tenants at the park, a mediator, and a mobile home park rent review officer. Allowable rent increase is set at seven percent or the current consumer price index.

Responsible Agency: Glendora Housing Authority /

Community Development Department

Financing: General Fund

Actions and Timeframe:

• Continue to maintain the Rent Stabilization ordinance and offer rent review as authorized by the ordinance.

Qualified Objectives: Provide rent stabilization for approximately 670 mobile

homes.

2. Assist in the Provision of Affordable Housing

The City seeks to assist the real estate market provide decent housing and a suitable living environment for all Glendora residents. The following programs provide assistance to developers of new affordable housing development or expand housing choices for income qualified residents of Glendora.

Program 5: Housing Choice Vouchers (Section 8)

The Los Angeles County Development Authority (LACDA) administers the Section 8 Program on behalf of the City of Glendora. The Section 8 Program extends rental subsidies to very low income households (50% AMI), including families, seniors, and persons with disabilities. The program offers a voucher that pays the difference between the current fair market rent (FMR) as established by HUD and what a tenant can afford to pay (i.e., 30% of household income). The voucher allows a tenant to choose housing that costs above the payment standard, providing the tenant pays the extra cost.

Responsible Agency: LACDA

Financing: HUD Section 8 allocation

Actions and Timeframe:

- Continue to promote the Housing Choice Voucher to residents and property owners through dissemination of brochures and public counters, providing information on the City's website, and referring residents and property owners to LACDA.
- Work with LACDA to promote acceptance of Housing Choice Vouchers through outreach and education to renters and rental property managers. Specifically, California legislature passed SB 329 in 2019, which redefines source of income as "lawful, verifiable income paid directly to a tenant or to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant, including federal, state or local public assistance, and federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issues under Section 8 of the United States Housing Act of 1937." SB 222 passed in 2019 also extends the same protection to VASH (Veterans Affairs Supportive Housing) voucher recipients.
- Add a housing resources page to the City's website by the end of 2021 to provide links to LACDA programs.

Qualified Objectives: A

Annually promote the use of Housing Choice Vouchers by providing informational materials to rental property managers.

Program 6: Energy Conservation

The City is committed to creating healthy interior environments, using natural resources wisely and preserving natural resources. To demonstrate this commitment, in 2019, the City adopted, and now implements, the California Green Building Standards Code that took effect January 2020. The City has also established an architectural Green Building Program for the William Lyon Homes Arboreta Specific Plan area. All homes in the Specific Plan area are subject to the green building program.

Under this program, the builder is required to educate homebuyers about the green building components included in their new home and in the overall community by way of sales office displays and as part of sales brochure documents. Developers are required to provide all components of the green program as it is written. The Green Building Program's design guidelines include the following water and energy conservation measures:

- Automatic zone irrigation systems
- Rain gauges, rain sensors and moisture sensors
- Low flow water fixtures
- High efficiency water heaters
- Hot water re-circulating pumps
- Natural cross ventilation in all primary rooms
- High performance HVAC
- Energy Star appliances
- Insulated glass—dual pane seal systems
- Fluorescent lighting in all units
- Environmentally preferable materials for exterior elevations
- · Recycled content carpets,
- Low formaldehyde insulations or alternative cotton/cellulose,
- Water based wood finished optional,
- Natural lighting by maximizing window locations
- Recycle at minimum fifty percent of all construction, demolition and land clearing materials

Currently the Program is self-governing; monitoring implementation and measuring results is the responsibility of the builder.

The City also offers density incentives for green building efforts in certain portions of Glendora. New residential development projects in the Grand-Foothill Multi-Family Residential Overlay Zone that obtain LEED Silver certification from the U.S. Green Building Council (or its equivalent) can be granted an Environmental Stewardship and Energy Efficiency Density Bonus of five dwelling units per acre. In addition, the City is demonstrating its commitment to energy and resource conservation by encouraging mixed-use, compact development in its Route 66 Corridor Specific Plan Arrow Highway Specific Plan areas.

Responsible Agency: Community Development and Public Works

Financing: None Required

Actions and Timeframe:

- Promote density incentives for green building to developers.
- Continue to explore additional ways to promote energy conservation and sustainability.

Qualified Objectives: Provide information on the City's Planning Division website

on how to obtain density incentives for development of

green buildings.

Program 7: Affordable Housing Incentives

Lower income (including those with extremely low income) and special needs populations have more difficulty obtaining affordable housing. Special needs groups include the elderly, disabled (including developmentally disabled), large households, female-headed households, and homeless. The City of Glendora joined the San Gabriel Valley Regional Housing Trust (SGVRHT) in March of 2020. The SGVHRT is a joint powers authority authorized by SB 751 (Rubio), which allows San Gabriel Valley cities to band together to bring additional affordable housing resources to the San Gabriel Valley region. The purpose of the SGVRHT is to secure public and private financing in order to provide funding for the planning and construction of housing of all types for the homeless population and persons and families of extremely low, very low and low income as defined in Section 50093 of the Health and Safety Code within the boundaries of the member cities.

To encourage and facilitate affordable housing development in Glendora, the City will provide the following incentives to private developers, along with information regarding the availability of funding, through federal and state housing assistance:

- Provide technical assistance to developers regarding mixed-use developments and density bonus incentives;
- Create and distribute affordable housing information to affordable housing developers, about opportunity sites and development information including how to obtain various density bonuses;
- Affordable housing trust fund available to support the development of affordable housing.
- Provide fee underwriting, fee deferral, and/or permit fast-tracking, for projects that include housing affordable to lower income households, prioritizing projects that include units affordable to extremely low income households;
- As needed to enhance project feasibility, provide relaxed development standards projects that include an affordable housing component;
- Encourage well-planned and designed mixed use development by allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, increased building height, and greater floor area ratios; and
- In addition to density bonuses, the City provides development concessions consistent with State law. Examples of concessions may include, but are not limited to:
 - o Reduced minimum outdoor and/or private outdoor living area.
 - o Increased maximum building height and/or stories.
 - Reduced onsite parking standards, including the number or size of spaces and garage requirements.
 - Reduced minimum building separation requirements.
 - o Reduced street standards, e.g., reduced minimum street widths
 - Waived, reduced, or deferred planning, plan check, construction permit, and/or development impact fees (e.g., capital facilities, park, or traffic fees).

Responsible Agency: Community Development Department

Financing: General Fund

Actions and Timeframe:

• Continue to be an active participant in the SGVHRT joint powers authority.

- Outreach to affordable housing developers annually to explore opportunities for affordable housing. Outreach should include developers with experience in development projects that include units affordable to extremely low income households and households with special needs.
- Continue to provide regulatory and technical assistance to affordable housing developers.
- Annually explore various sources (e.g., HCD and HUD) for funding opportunities, including those available for housing for extremely low income and special needs households.
- Apply for, or support, applications for affordable housing funds, for projects or programs that are consistent with the goals and objectives of the Housing Element.
- See also Actions #25-29 in Program 16 for additional actions to facilitate affordable housing development.

Qualified Objectives: Facilitate the development of affordable housing - 100 units over eight years.

3. Provide Adequate Sites for a Variety of Housing

Meeting the housing needs of all segments of the community requires the provision of adequate sites for all types, size and prices of housing. The City's General Plan and Zoning Ordinance determine where housing may locate, thereby affecting the supply of land available for residential development.

Program 8: Provide Adequate Residential Sites Inventory and Monitoring of No Net Loss

Glendora is almost entirely developed and few vacant residentially zoned sites remain in the City. Recent and future residential development relies primarily on the redevelopment of nonvacant properties, particularly along the City's major corridors where mixed use development is permitted. Given the City's small size, Glendora is able to monitor the status of potential sites and will continue to provide sites information to interested developers. To ensure that the City monitor its compliance with SB 166 (No Net Loss), the City will develop a procedure to track:

- Unit count and income/affordability assumed on parcels included in the sites inventory.
- Actual units constructed and income/affordability when parcels are developed.
- Net change in capacity and summary of remaining capacity in meeting remaining Regional Housing Needs Allocation (RHNA).

The City's current zoning does not enable Glendora to meet our RHNA requirements or provide a buffer to ensure an adequate inventory of opportunity sites is maintained throughout the planning period. The City without rezoning and or increasing permitted densities has a shortfall of 572 units. To foster additional residential growth, and maintain the necessary buffer of opportunity sites, the City will restore density in the BG Zoning District of the Route 66 Specific Plan from 20 dwelling units per acre and two stories, to 30 dwelling units per acre and three stories. In addition, the City will increase density in the Arrow Highway Specific Plan from 25 dwelling units per acre and 2-3 stories, to 30 dwelling units per acre and three stories. Two sites are also being rezoned back to RTE66-TCMU from RTE RSC commercial to again allow for residential development of 30 dwelling units per acre.

Responsible Agency: Community Development Department

Financing: General Fund

Actions and Timeframe:

- Develop a procedure in 2022 to monitor the development of vacant and nonvacant sites in the sites inventory and ensure that adequate sites are available to meet the remaining RHNA by income category.
- Provide information on available sites and development incentives to interested developers and property owners on City website.
- Within one year of the 6th Housing Element statutory deadline (by October 15, 2022), the City will increase permitted densities in the BG Zoning District of the Route 66 Specific Plan from 20 dwelling units per acre and two stories, to 30 dwelling units per acre and three stories. The City will Increase land area zoned for housing in the Route 66 Specific Plan TCMU subdistrict, by restoring land previously rezoned from mixed-use to commercial. In addition, the City will increase density in the Arrow Highway Specific Plan from 25 dwelling units per acre and 2-3 stories, to 30 dwelling units per acre and three stories. Pursuant to AB 1397, the rezoned sites will meet the requirements of Government Code §65583.2, including but not limited to a minimum density of 20 units per acre (low end of the zoning density range), minimum site size to permit at least 16 units on site, and zoned to allow ownership and rental housing by right in which at least 20 percent of the units are affordable to lower income households. As the City will be accommodating the lower income RHNA shortfall with mixed use sites, the sites identified for rezoning must allow 100 percent residential use and require residential use to occupy at least 50 percent of the floor area in a mixed use project.

Qualified Objectives:

Provide adequate sites to accommodate the City's entire RHNA allocation of 2,276 units (735 very low income; 386 low income; 388 moderate income; and 767 above moderate income), and complete Specific Plan amendments in the Route 66 Specific Plan and Arrow Highway Specific Plan to increase permitted densities within one year from October 15, 2021.

Program 9: By-Right Approval for Projects with 20 Percent Affordable Units

Pursuant to AB 1397 passed in 2017, the City will amend the Zoning Ordinance to require byright approval of housing development that includes 20 percent of the units as housing affordable to lower income households, on sites being used to meet the 6th cycle RHNA that represent a "reuse" of sites previously identified in the 4th and 5th cycles Housing Element. The "reuse" sites are specifically identified in the inventory (see Appendix B)

Responsible Agency: Community Development Department

Financing: None Required

Actions and Timeframe: Amend Zoning Ordinance within one year of Housing

Element adoption.

Qualified Objectives: Identify and promote redevelopment of the reuse sites

subject to this new provision and facilitate development that

includes an affordable housing component.

Program 10: Replacement Housing

Development on nonvacant sites with existing residential units is subject to replacement requirement, pursuant to AB 1397. The City will amend the Zoning Code to require the replacement of units affordable to the same or lower income level as a condition of any development on a nonvacant site consistent with those requirements set forth in State Density Bonus Law.

Responsible Agency: Community Development Department

Financing: None Required

Actions and Timeframe: Amend Zoning Ordinance within one year of Housing

Element adoption.

Qualified Objectives: Mitigate the displacement effect of new residential

development on existing tenants.

Program 11: Lot Consolidation and Multi-Family Development

The City will play an active role in facilitating lot consolidation, particularly as it relates to parcels listed in the sites inventory. In addition, the City is amending the Zoning Code to facilitate multifamily development, which would in turn encourage lot consolidation.

Responsible Agency:

Financing:

Actions and Timeframe:

Community Development Department

None Required

Identify sites with consolidation potential on the inventory, assist developers in identifying sites available for development, and facilitate discussions between interested property owners and developers. Continue to process lot line adjustments as ministerial actions unless other discretionary decisions are required. Facilitate the consolidation of small lots and encourage multi-family housing projects by amending Zoning Code within one year of Housing Element adoption to:

- Remove constraints for lot line adjustments (Action #17 of Program 16)
- Streamline development review by increasing the threshold of multi-family project requiring a Planning Commission hearing (Action #2)
- Eliminate minimum residential unit sizes for multi-family projects (Action #8)
- Reduce setback requirements (Action #9)
- Allow for reduced open space alternatives (Action #8)
- Ministerial procedures to reduce parking requirements for special needs housing (Action #25)
- Reduce, waive or modify parking and development standards for affordable housing development (Action #26)
- Provide fast-track permit processing and ministerial approval for low-income housing development (Action #27)
- Adopt an "Assist in Development Program" for affordable projects, which may include development

agreements, financing, fee waivers, and other

assistance (Action #28)

Qualified Objectives: Develop tools to facilitate lot consolidation and streamline

development within 12 months of Housing Element adoption as outlined in Program 16. Facilitate lot consolidation on the 140 parcels (comprising 36 sites) in the sites inventory (Appendix B) to accommodate a potential of 1,623 units.

4. Remove Governmental Constraints

Under State law, the Housing Element must address, and where legally possible, remove governmental constraints affecting the maintenance, improvement, and development of housing. The following programs are designed to mitigate government constraints on residential development and facilitate development of housing affordable to lower and moderate income households, including seniors, persons with disabilities, large families, single-parents, and homeless individuals and families.

Program 12: Density Bonus Ordinance

The State has recently passed several bills that change the State Density Bonus law. These include:

- AB 1763 (Density Bonus for 100 Percent Affordable Housing) Density bonus and increased incentives for 100 percent affordable housing projects for lower income households.
- SB 1227 (Density Bonus for Student Housing) Density bonus for student housing development for students enrolled at a full-time college, and to establish prioritization for students experiencing homelessness.
- AB 2345 (Increase Maximum Allowable Density) Revised the requirements for receiving concessions and incentives, and the maximum density bonus provided.

Responsible Agency: Community Development Department/Planning

Financing: None Required

Actions & Timeframe:

- Revise the Zoning Code to update density bonus provisions consistent with State law in 2022 (see Action #29 of Program 15).
- Promote the use of density bonus incentives and provide technical assistance to developers in utilizing density bonus provisions to maximize feasibility and meet local housing needs.

Qualified Objectives: Not applicable

Program 13: Objective Design Standards

Pursuant to SB 330, local jurisdictions must utilize objective design standards in its review of project proposals. The City applied for the SB 2 grants to develop objective design standards.

Responsible Agency: Community Development Department/Planning

Financing: None Required

Actions & Timeframe:

Complete object design standards by June 2023.

Qualified Objectives: Not applicable

Program 14: Accessory Dwelling Units

Accessory Dwelling Units (ADU) represent an important affordable housing option to lower- and moderate-income households. The State has passed multiple bills in recent years to remove constraints to the development ADUs (including AB 587, AB 671, AB 68, and SB 13, among others). The City has updated its ADU ordinance to comply with State law. In addition, the City will consider incentives and tools to facilitate ADU construction.

Responsible Agency: Planning Financing: General Fund

Actions & Timeframe:

- Amend the ADU ordinance by the end of 2022 to be consistent with state law, including but not limited to, eliminating the limit on the number of bedrooms.
- Develop incentives and tools to facilitate ADU construction by December 2022.
 Incentives may include:
 - Pre-approved site/floor plans;
 - Expedited review; or
 - Website information on resources and technical assistance.
- In 2024, monitor the ADU development trend annually to ensure production is in line with the estimate presented in the Housing Element, this includes monitoring of affordability assumptions. If production falls short of estimate, by 2025 reassess the City's sites inventory for RHNA and ensure adequate capacity remains to accommodate the City's RHNA for all income levels. By the end of 2025, develop additional incentives and actions to encourage ADU production.

Qualified Objectives: Facilitate the construction of 160 ADUs over eight years.

Program 15: Housing for Special Needs

Recent changes to State law regarding housing for the homeless and persons with special needs also warrant amendments to the Zoning Code. These include:

- Low Barrier Navigation Centers (AB 101): AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses and nonresidential zones permitting multifamily uses if it meets specified requirements. A "Low Barrier Navigation Center" is defined as "a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing." Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for residents' possessions.
- Emergency Shelters (AB 139): Local governments may include parking requirements for emergency shelters specifying that adequate parking must be provided for shelter staff

only, but overall parking requirements for shelters may not exceed the requirements for residential and commercial uses in the same zone.

In addition, adequacy of the City's Emergency Shelter Ordinance in accommodating its unsheltered homeless must be based on the most current Point-in-Time Count. The City's ordinance currently allows up to a total of 20 beds, below the 2020 Point-in-Time County of 145 unsheltered homeless. Furthermore, the separation requirement in the City's ordinance is at least 300 feet, inconsistent with State law requirement of no more than 300 feet. The City will amend the Zoning Code to remove the bed limit and to revise the separation requirement to a maximum of 300 feet.

- Supportive Housing (AB 2162): AB 2162 requires supportive housing projects of 50 units or fewer to be permitted by right in zones where multi-family and mixed-use developments are permitted, when the development meets certain conditions. The bill also prohibits minimum parking requirements for such supportive housing within ½ mile of a public transit stop.
- **Community Care Facilities:** Review and revise the Zoning Code to similarly permit large community care facilities by right in zones where residential uses are permitted.
- Affordable Housing Streamlined Approval (SB 35): Establish a streamlined ministerial review process for qualifying multi-family residential projects.

Responsible Agency: Planning Financing: None Required

Actions & Timeframe: Revise the Zoning Ordinance by the end of 2022.

Qualified Objectives: Not applicable

Program 16: Facilitate Housing Production

The matrix contains in Table 41 is a set of code revisions and programs to facilitate housing production and to promote economic development consistent with community expectations. In addition, many of these actions have the impact of affirmatively furthering fair housing, especially in fostering housing mobility by facilitating multi-family, and special needs housing and introducing housing in higher resource areas by emphasizing on the equitable treatment between single-family and multi-family housing and streamlining approval of affordable and special needs housing.

Table 41: Housin	ng Production Ac	tions								
			Objectives							
Action	Process	Timeline (from HE Certification)	Process Streamlining	Regulatory Constraints	Development Incentives	Affordable Housing	Fair Housing	Reduced Cost/Time	Economic Development	
Process Streamlining	•	1								
Action #1: CEQA streamlining - update Arrow Highway and Route 66 Specific Plans to reduce CEQA analysis required for individual projects. CEQA review involving an initial study takes many months to complete and increases the cost of development. The intent of an updated program level EIR is to provide a single document to cover typical development applications versus requiring separate analysis for each project.	CEQA	12 months	✓	√	√	✓		✓	✓	
Action #2: Increase threshold for a Planning Commission public hearing. Currently, all multifamily projects require a Planning Commission hearing. Instead, allow the following: 1-10 units – If the project is code compliant, allow by-right. Applicants apply directly for building permits 11-25 units – If the project is code compliant, a minor development plan review (DPR) is required. A minor DPR is a discretionary application and requires mailed notices to nearby property owners but does not require a public hearing. 26+ units – Major DPR required, which includes a Planning Commission Public Hearing.	Zoning Code VAmendment	12 months	*	*			✓	*	✓	
Action #3: Increase threshold for large, posted notification sign boards to projects greater than 10 residential units. Currently just five residential units requires a large sign. Commercial projects of 10,000 sf and larger also require a large posted sign. To supplement noticing, create page with information on housing development applications greater than 10 units. Seek out technology that will allow development information to be presented in a map-based format. When an interactive map is created, consider eliminating the large posted sign for all projects.	Zoning Code amendment and technology integration	24 months	√	√			✓	~	✓	
Action #4: Reduce mailed notices for public hearings to 300-foot radius, the state law minimum requirement. Current code requires 500 feet.	Zoning Code amendment	12 months	✓	✓			✓	✓	✓	
Action #5: Eliminate requirement for large, posted signs for general plan amendments initiated by property owners to designate non-residential property for	Zoning Code amendment	12 months	√	√			✓	√	√	

Table 41: Housin	ng Production Ac	tions							
					Ob	jective	S		
Action	Process	Timeline (from HE Certification)	Process Streamlining	Regulatory Constraints	Development Incentives	Affordable Housing	Fair Housing	Reduced Cost/Time	Economic Development
residential use or increase residential density. Instead, require large, posted signs only for projects of 10 units or more as noted in Action #3, including the creation of an interactive map.									
Action #6: Eliminate final subdivision map review by Planning Commission. Go directly to City Council for approval of final maps.	Subdivision Code amendment	12 months	✓	✓				✓	✓
Action #7: Add a Certificate of Compliance section to GMC Chapter 20, which will facilitate the development of lots created by grant deed prior to March 4, 1972.	Subdivision Code amendment	12 months	✓					✓	
Regulatory Constraints									
Action #8: Eliminate minimum individual residential unit sizes for multifamily projects. Current standards require minimum size based on bedroom count. Size includes 800 sf for a one-bedroom; 1,000 sf for a two-bedroom; and 1,200 sf for a three-bedroom. Regulation may be considered unfair to multifamily housing as there is no minimum size requirement for single-family housing. Building Code (R304.1) states that habitable rooms shall have a minimum area of 70 square feet.	Zoning Code amendment	12 months		√	√	✓	✓		✓
Action #9: Revise side and rear setbacks in the single family residential (SFR) zones (R-1, E-3, E-4, E-5, E-6, E-7) and multifamily residential (MFR) zones (R-2, R-3, GA, LGA) to be 4 feet to match allowance for ADUs. Current side setbacks in SFR is 5 feet or 7 feet and in MFR it is 5 feet. Current rear setback in SFR is 25 feet and 35 feet and in MFR it is 20 feet. Change would only be for first floor (new 4-foot setback) but second floor rear setbacks would remain (SFR is 25 feet and 35 feet and MFR is 20 feet).	Zoning Code amendment	12 months		✓	√				√
Action #10: Allow approval of time extension by director and eliminate fee. Developers are taking longer to submit for building permits, which may be due to cost and complexity of development.	Zoning Code amendment	12 months		✓	√			√	
Action #11: Eliminate 2,000-foot radius notice requirement for general plan amendments designating non-residential property for residential or increasing residential density. Instead, notice property owners within 300 feet as required by State law.	Zoning Code amendment	12 months	√	√			√	√	

Table 41: Housin	g Production Ac	etions							
	Objectiv								
Action	Process	Timeline (from HE Certification)	Process Streamlining	Regulatory Constraints	Development Incentives	Affordable Housing	Fair Housing	Reduced Cost/Time	Economic Development
Action #12: Eliminate supplemental notice requirement for small-posted signs in the public right-of-way when designating non-residential property for residential use or increasing residential density. The small-posted signs duplicate large posted signs, and are not required of projects that are not housing. The City will seek out technology that will enable the creation of an interactive project location map on the City's website.	Zoning Code amendment	12 months	√	√			✓	√	
Action #13: If a housing development is proposed on a non-conforming lot, but is otherwise code compliant, the additional application to develop a non-conforming lot in GMC 21.02.045 shall not be required.	Zoning Code amendment	12 months	√	√				✓	
Action #14: Allow <i>existing</i> residential dwellings on Route 66 with valid building permits to be deemed conforming regardless of the underlying zone. Allow improvements and increase in residential units, provided the overall project improves conformity with standards. This change would provide an economic incentive for property owners to invest in deteriorating housing stock.	General Plan Update, Zone Change, and CEQA	24 months		✓	√				✓
Action #15: Increase the standard time limit for construction to begin following entitlement from 18 to 24 months. In recent years, developers are taking longer to prepare and submit construction plans. This may be related to factors including increasingly complex regulations, cost, and a tight market for qualified design and construction professionals.	Zoning Code amendment	12 months		✓	√			√	
Action #16: Eliminate the 20' height requirement for projects in a multi-family zone that are within 40 feet of a single-family zone. Allow 25 feet max height in multifamily zones regardless of proximity to a single-family zone. This regulation may be viewed as unfair to multi-family housing as single-family housing regardless of location is allowed to be 25 feet tall.	Zoning Code amendment	12 months		√	√		✓		✓
Development Incentives									
Action #17: Allow lot line adjustments which result in lots that are more conforming to code but may fall short of development standards. Current code does not allow a lot line adjustment unless the resulting lot is within 10% of the zone requirements.	Zoning Code amendment	12 months	✓	✓	✓				✓

Table 41: Housin	ng Production Ac	tions								
			Objectives							
Action	Process	Timeline (from HE Certification)	Process Streamlining	Regulatory Constraints	Development Incentives	Affordable Housing	Fair Housing	Reduced Cost/Time	Economic Development	
Adoption would make it easier to combine small non-conforming lots on Route 66 and Arrow Highway for development. The current code hinders the consolidation of non-conforming lots.										
Action #18: Allow for reduced open space or alternatives in the Route 66 and Arrow Highway Specific plans. The requirement is currently 400 sf per unit, and options do not allow credit for amenities such as inside gyms and other recreational facilities.	Zoning Code amendment	12 months		✓	✓				✓	
Action #19: Eliminate floor area ratio (FAR) maximum for mixed use buildings. Separately apply du/acre for residential and FAR for commercial. The FAR requirement to cover an entire mixed-use building was added in 2017 to control building mass. The current regulations limit the use of property and function as an additional constraint on mixed use development.	Zoning Code amendment	12 months		✓	√				✓	
Action #20: Eliminate 1-acre minimum lot size requirement for mixed use developments in the Route 66 Specific Plan and the Arrow Hwy Specific Plan. This was added in 2017, over concern that mixed use on smaller lots would produce awkward site plans, but successful examples include the small project at 501 Route 66/Parker Project.	Zoning Code amendment	12 months		✓	✓				✓	
Action #21: Allow church and other institutional type use parcels in single- and multi-family zones to build housing (beyond church related parsonage). Allow residential uses (rentals) that are done on any church/ institutional property where church is maintained as primary use and residential is accessory use. Create development standards for residential use at church sites and allow density to be based on lot size if it were a developed pursuant to the underlying residential zone (i.e., if church site could be developed with 10 homes allow 10 residential units).	General Plan Update, Zone Change, and CEQA	24 months		√	√	✓	√		✓	
Action #22: Allow mixed-use (multifamily, residential, and commercial) in commercial zones if commercial square footage is equal or greater than existing. There shall be no net loss of commercial square footage, and no less than 50% of the total combined square footage shall be commercial or other non-residential use. This will preserve existing commercial square footage and provide additional opportunities for residential development. This incentive would facilitate investment	General Plan Update, Zone Change, and CEQA	24 months		√	✓				√	

Table 41: Housin	ng Production Ac	ctions								
			Objectives							
Action	Process	Timeline (from HE Certification)	Process Streamlining	Regulatory Constraints	Development Incentives	Affordable Housing	Fair Housing	Reduced Cost/Time	Economic Development	
in currently dilapidated shopping centers on Route 66 and Grand Avenue.										
Action #23: In mixed-use zones allow residential density bonus for mixed use projects if new projects propose to keep or rebuild same or greater commercial square footage as existing.	General Plan Update, Zone Change, and CEQA	24 months		√	√				✓	
Action #24: Revise design guidelines to be objective and remove language requiring interpretation of design quality. This action item intends to eliminate subjective evaluation regarding the architectural quality of a development. Objective standards would also produce more consistency in building design.	Zoning Code amendment	12 months	>	>	√					
Affordable Housing										
Action #25: Establish ministerial procedures to reduce parking requirements for housing for special needs households (i.e., seniors, people with disabilities).	Zoning Code amendment	12 months	√	✓	✓	✓	✓	√	√	
Action #26: Reduce, waive, or modify certain development standards to promote affordable housing development. For example, reduce parking standards or covered parking requirements for senior housing or certain projects designed for lower-income households.	Zoning Code amendment	12 months		✓	√	√	✓	~	√	
Action #27: Provide fast-track permit processing and ministerial approval for housing developments affordable to lower-income households or other priority housing needs (i.e. extremely low-income, large families, people with disabilities). The reviewing body for new development shall comply with Action Item #2.	Policy Change	6 months	√	√	√	√	✓	√	✓	
Action #28: Adopt an "Assist in Development Program" for affordable projects. This may include cooperative development agreements, financing, fee waivers and other assistance to facilitate affordable housing.	Program Development	12 months	√		√	✓	✓	✓	✓	
Action #29: Update density bonus ordinance to comply with the State density bonus law and develop an outreach program to ensure and encourage implementation. State law allows increases in density and concessions on development standards when low-income housing is provided as part of a development.	Zoning Code amendment	12 months			~	✓			✓	

Table 41: Housing Production Actions										
					Ok	jective	s			
Action	Process	Timeline (from HE Certification)	Process Streamlining	Regulatory Constraints	Development Incentives	Affordable Housing	Fair Housing	Reduced Cost/Time	Economic Development	
Action #30: Establish minimum density for housing development of 80% of the maximum density for the zone. For example, for zones with a max density of 30 du/acre, all projects must be at least 25 du/acre. This specifically addresses comments from the State on the City's Housing Element to mitigate "no net loss" where projects are proposed far below the maximum density.	Genderal Plan Update, Zone Change, and CEQA	24 months				✓				
Action #31: Adopt a land-banking program for future development of housing affordable to lower- and moderate-income households. A land-banking program could include the use of Housing Authority, City Affordable Housing, and Community Development Block Grant funds to purchase sites as well as a program to designate City-owned sites as surplus land for development.	Program Development	12 months			✓	✓	√			

5. Affirmatively Furthering Fair Housing

Program 17: Fair Housing Program

The City completed their last Analysis of Impediments to Fair Housing Choice (AI) in 2018. As part of the AI a Fair Housing Action Plan to help address impediments. Currently, the City's Fair Housing Program is funded with CDBG funds and administered through a contract with the Housing Rights Center (HRC). HRC will provide fair housing services to all residents who request counseling, resource referral, complaint investigation, and public education on all forms of housing discrimination.

Responsible Agency: Glendora Housing Authority/

Community Development Department

Financing: CDBG

Actions & Timeframe:

 Promote and publicize fair housing programs and services on City website and through brochures at City Hall.

- Continue to contract with a qualified fair housing service provider to provide fair housing services to residents.
- Implement actions to affirmatively furthering fair housing as set forth in **Error!** Reference source not found..

Qualified Objectives: Not applicable

	Table 42:	Fair Housing Issues, Contributing Factors, and Me	aningful Actio	ns	
Action Area	HE Programs or Other Activities Specific Commitment Timeline		Specific Commitment Timeline		Metrics
		Promote and publicize fair housing programs and services on City website and through brochures at City Hall.	Ongoing	Citywide	
Foir Housing Outrooch	Housing Outreach Enforcement HE Program 17: Fair Housing from the Gattendand providers provider of events. In 2023, we deducate lefor-rent dia resource.	Ensure that fair housing services are provided in multiple languages as needed by the City's population to provide information for the City's Hispanic and Asian residents who may have a language barrier at home.	Ongoing	Citywide	
and Enforcement (Moderate Priority)		Annually, require evidence of effective outreach from the City's fair housing provider. City will require attendance reports to events from fair housing providers. Based on reports, work with fair housing provider on plan to increase attendance to outreach events.	Annually	Citywide	Assist 50 persons annually
		In 2023, work with the City's fair housing provider to educate local realtors on the practice of for-sale and for-rent discriminatory language. If feasible, provide a resource that can be utilized by local realtors when they are advertising properties.	2023	Citywide	

	Table 42:	Fair Housing Issues, Contributing Factors, and Me	aningful Actio	ns	
Action Area	HE Programs or Other Activities	Specific Commitment	Timeline	Geographic Targeting	Metrics
	Program 14: Accessory Dwelling Units	Develop incentives and tools to facilitate ADU construction.	2022	Single-family neighborhoods	160 ADUs over 8 years
		Action #2: Increase threshold for a Planning Commission public hearing	2023	Citywide	
Housing Mobility High Priority Program 16: Housing Production Actions		Action #3: Increase threshold for large, posted notification sign boards to projects greater than 10 residential units.	2024	Citywide	
		Action #4: Reduce mailed notices for public hearings to 300-foot radius, the state law minimum requirement. Current code requires 500 feet.	2023	Citywide	
	Program 16: Housing	Action #5: Eliminate requirement for large, posted signs for general plan amendments initiated by property owners to designate non-residential property for residential use or increase residential density. Instead, require large, posted signs only for projects of 10 units or more as noted in Action #3.	2023	Citywide	Reduce processing time and remove barrier to housing with the goal of
	Production Actions	Action #8: Eliminate minimum individual residential unit sizes for multifamily projects. Current standards require minimum size based on bedroom count. Size includes 800 sf for a one-bedroom; 1,000 sf for a two-bedroom; and 1,200 sf for a three-bedroom.	2023	Citywide	facilitating development of 100 affordable units
		Action #11: Eliminate 2,000-foot radius notice requirement for general plan amendments designating non-residential property for residential or increasing residential density. Instead, notice property owners within 300 feet as required by State law.	2023	Citywide	
		Action #12: Eliminate supplemental notice requirement for small-posted signs in the public	2023	Citywide	

Action Area	HE Programs or Other Activities			Geographic Targeting	Metrics
		right-of-way when designating non-residential property for residential use or increasing residential density.			
		Action #25: Establish ministerial procedures to reduce parking requirements for housing for special needs households (i.e., seniors, people with disabilities).	2023	Citywide	
		Action #26: Reduce, waive, or modify certain development standards to promote affordable housing development. For example, reduce parking standards or covered parking requirements for senior housing or certain projects designed for lower-income households.	2023	Citywide	
		Action #27: Provide fast-track permit processing and ministerial approval for housing developments affordable to lower-income households or other priority housing needs (i.e. extremely low-income, large families, people with disabilities).	2022	Citywide	
		Action #28: Adopt an "Assist in Development Program" for affordable projects. This may include cooperative development agreements, financing, fee waivers and other assistance to facilitate affordable housing.	2023	Citywide	
		Action #31: Adopt a land-banking program for future development of housing affordable to lowerand moderate-income households	2023	Citywide	
ew Opportunities in gher Opportunity Areas gh Priority	HE Program 7: Affordable Housing Incentives	Engage with market-rate developers to include affordable units. Include information regarding incentives and partnership opportunities in planning permit guidance and application documents.	2021-2029	In AHSP and Route 66 SP areas	Facilitate development 100 affordable units

Action Area	HE Programs or Other Activities	Specific Commitment	Timeline	Geographic Targeting	Metrics
	Adequate Residential Sites	completed, promote the development of mixed income housing near the transit corridor by encouraging developers of all income levels to submit projects. Semi-annually, reach out to developers to encourage them to build mixed income housing near transit corridors or on other sites identified in the inventory.		Route 66 SP areas	development of 400 new units over 8 years
	HE Program 13: Objective Design Standards	Complete the City's objective design standards pursuant to SB 330 utilizing the City's SB2 grant	By 2023	Citywide	Reduce processing time
		Action #16: Eliminate the 20' height requirement for projects in a multi-family zone that are within 40 feet of a single-family zone. Allow 25 feet max height in multifamily zones regardless of proximity to a single-family zone.	2023	Citywide	
	Program 16: Housing Production Actions	Action #21: Allow church and other institutional type use parcels in single- and multi-family zones to build housing (beyond church related parsonage). Allow residential uses (rentals) that are done on any church/ institutional property where church is maintained as primary use and residential is accessory use.	2024	Citywide	Remove barrie to housing to facilitate development of 400 new units
		Action #22: Allow mixed-use (multifamily, residential, and commercial) in commercial zones if commercial square footage is equal or greater than existing.	2024	Citywide	over 8 years
		Action #23: In mixed-use zones allow residential density bonus for mixed use projects if new projects propose to keep or rebuild same or greater commercial square footage as existing.	2024	Citywide	
	Program 1:	To encourage the conservation and maintenance	Annually	Low and	Address code

	Table 42:	Fair Housing Issues, Contributing Factors, and Me	aningful Actio	ns	
Action Area	HE Programs or Other Activities	Specific Commitment	Timeline	Geographic Targeting	Metrics
	Community Preservation Activities	of existing units in compliance with building code, zoning and environmental standards, on an annual basis the City will provide public educational information on their social media sites about property maintenance requirements.		moderate income neighborhoods	compliance issues for 20 units annually
Place-based Strategies for Community Revitalization Moderate Priority	Program 2: Neighborhood Improvements	Allocate CDBG funds to prioritize infrastructure and public facility improvements in low and moderate income neighborhoods with the goal of implementing one improvement project annually. Pursue implementation of the People Movement project.	Annually	Low and moderate income neighborhoods	One public improvement project annually
	Program 4: Mobilehome Park Rent Stabilization	Continue to provide rent stabilization and rent review services for mobilehome park residents.	Ongoing	Citywide	670 mobilehomes
Tenant Protection and Anti-displacement	Program 5: Housing Choice Vouchers	At least annually coordinate with the City's fair housing provider and LACDA to expand outreach efforts targeting groups with disproportionate needs. Specifically, expand outreach and education on new State source of income protection (SB 329 and SB 229)	Annually	Low and moderate income neighborhoods	Conduct at least one fair housing outreach activity annually
Moderate Priority	Program 8: Replacement Housing	Amend the Zoning Code to require the replacement of units affordable to the same or lower income level as a condition of any development on a nonvacant site consistent with those requirements set forth in State Density Bonus Law.		Citywide	Code Amendment
	Annual Progress Report (CAPER and HE APR)	Annually update the elected and appointed officials, City staff, and the community on housing laws and fair housing information at regularly scheduled public meetings.	Annually	Not applicable	Informational briefing

C. Summary of Quantified Objectives

Below is a summary of the City of Glendora's quantified objectives for the 2021-2029 Housing Element planning period.

	Table 43: Quantified Objectives											
	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total						
RHNA	368	367	386	388	767	2,276						
New Construction	20	40	40	100	200	400						
Potential ADUs	-	-	108	3	49	160						
Entitled Projects	-	-	-	-	84	84						
Preservation (Substandard Housing Conditions)	5	15	20	-	-	40						
Conservation of Existing Affordable Housing	9	181	49	-	-	239						

Appendix A: Public Outreach

Public Workshop

The following invitation to attend the Housing Element Introduction and Study Session was sent out on November 6, 2020, to the interested parties list, as well as posted on social media, and the City's website.

From: Valerie Velasquez <vvelasquez@cityofglendora.org>

Sent: Friday, November 6, 2020 9:25 AM

To: Valerie Velasquez <vvelasquez@cityofglendora.org>

Subject: City of Glendora Invite - Housing Element Study Session

The City of Glendora invites you to attend a Special Meeting of the Planning Commission.



City of Glendora Planning Commission Housing Element Study Session

Join us for a Virtual Planning Commission meeting to discuss the City's Housing Element Update TUESDAY, NOVEMBER 17TH, 2020 at 7:00PM

The Housing Element is part of the City's General Plan and includes goals, policies, programs, and quantified objectives for adequately housing our future population. The state requires that the Housing Element be updated every eight years. The Housing Element should demonstrate that the City has identified sufficient capacity to accommodate the number of housing units identified in the Regional Housing Needs Assessment (RHNA).

The City of Glendora has begun the process of updating the Housing Element for the 2021-2029 Planning Period and wants to hear from you. This is your chance to learn about the Housing Element Update, identify challenges that should be addressed, discuss potential housing sites, and tell us what's important to you!

To Participate via Zoom Video Communications:

Meeting ID: <u>cityofglendora.org/zoom</u> or <u>https://zoom.us/j/9329247224</u>

Meeting can also be watched via live Internet Streaming
at www.cityofglendora.org,

through Spectrum cable television Channel 3 and Verizon Channel 31.

For more information, please contact Valerie Velasquez: (626) 914 - 8292 or via email at vvelasquez@cityofglendora.org

Interested Parties List

The following lists are of local service providers, housing developers, and community groups were contacted to participate in public workshop/hearings. Those listed were contacted directly via email. For privacy purposes email addresses are not listed, for additional information please contact the Planning Department.

Interested Parties List Notified of the November 17, 2020, Housing Element Workshop:

Agencies and Organizations

Affirmed Housing

AMCAL Multi-Housing Company

APPA Real Estate

Arteco Partners

Bowden Development

Brandywine Homes

Brookfield Residential

Building Worx, Inc

City Ventures

Clearwater Communities

Clearwater Living

Comstock Homes

Corman Leigh Companies

Crestwood Communities

D.R. Horton

Deli Group Inc.

Fore Property Company

Gangi Development

Hanover Pacific, LLC

Heritage Housing Partners

Hollywood Community Housing Corp.

Hughes Homes Inc.

Hutton Companies

Jamboree

James V. Coane & Associates

KB Home

Lewis Group of Companies

LPC West

MW Investment Group

New Urban West Inc.

Oakmont Senior Living

Olson Homes

Pacific Plaza Premier Development Group

Shaw Investments

Taylor Morrison

Tipping Development

Toledo Homes

Tolkin Group

Tramell Crow Residential

Walton Construction Inc.

Watt Companies

SG Mountains Regional Conservancy

SGV Habitat for Humanity

Pomona Valley Habitat for Humanity

Southland Properties

Global Premier Development

Hawkey Consulting

Telacu

Jan Cicco, Homeless Coordinator, SGV COG

SGV COG

St Lucy's Priory High School

Glendora Chamber of Commerce CEO

Elwood Family Apartments

Crowther Teen and Family

La Fetra Senior Center

Glendora Public Library

Heritage Oaks

Glendora Coordinating Council - President

Glendora Rotary

Glendora Kiwaniannes President

ESGV Coalition for the Homeless

Charter Oak Unified School District - Superintendent

Glendora Unified School District - Superintendent

Catholic Charities of Los Angeles

Citrus Valley Association of Realtors CEO

Citrus Valley Association of Realtors - Gov Affairs

First Christian Church, Pastor

Grace Church of Glendora, Pastor

Foothill Church, Pastor

Glendora Alliance Church, Pastor

Grace Episcopal Church, Reverend

Glendora Community Church, Pastor

Journey Seventh-Day Adventist, Pastor

New Community Four Square, Thrive

Hope Lutheran Church

Saint Dorothy's, Administrator

Cornerstone Bible Church, Pastor

Glen Kirk Presbyterian, Pastor

Joy Christian center

Church of the Brethren

Housing Rights Center, Executive Director

Housing Rights Center

Emanate Health, CEO

Foothill Christian School, Superintendent

Regent Property Management

Deasy Penner Podley

Mark Peterson, ReMax Masters Realty

Century 21 Masters

Landview Properties, Inc.

Ludwick Family Foundation

Inland Valley Hope Partners

Project Sister Family Services, Executive Director

New Beginning Community Ministries, Pastor

Glendora Women's Club, Carolyn Cunningham

Prototypes - Women, Children & Communities in need

Watkins Management

Tri-City Mental Health Center, Executive Director

Making Housing Happen

Avalon Bay

JWDA

San Gabriel Children's Center

Glendora Lions Club

Independent Living Center of the San Gabriel Valley

Glendora United Methodist, Pastor

Citrus College Foundation

Orfalea Family Children's Center at Citrus College

Nurses for Christ

Salvation Army

Yellow Iron Investments

Interested Parties List Notified of the April 6, 2021, June 3, 2021, and August 2, 2021 Housing Element Workshops and Public Hearing:

Agencies and Organizations

Affirmed Housing

AMCAL Multi-Housing Company

APPA Real Estate

Arteco Partners

Bowden Development

Brandywine Homes

Brookfield Residential

Building Worx, Inc

City Ventures

Clearwater Communities

Clearwater Living

Comstock Homes

Corman Leigh Companies

Crestwood Communities

D.R. Horton

Deli Group Inc.

Fore Property Company

Gangi Development

Hanover Pacific, LLC

Heritage Housing Partners

Hollywood Community Housing Corp.

Hughes Homes Inc.

Hutton Companies

Jamboree

James V. Coane & Associates

KB Home

Lewis Group of Companies

LPC West

MW Investment Group

New Urban West Inc.

Oakmont Senior Living

Olson Homes

Pacific Plaza Premier Development Group

Shaw Investments

Taylor Morrison

Tipping Development

Toledo Homes

Tolkin Group

Tramell Crow Residential

Walton Construction Inc.

Watt Companies

Watt Companies

SG Mountains Regional Conservancy

SGV Habitat for Humanity

Pomona Valley Habitat for Humanity

Southland Properties

Global Premier Development

Hawkey Consulting

Telacu

Jan Cicco, Homeless Coordinator, SGV COG

SGV COG

St Lucy's Priory High School

Glendora Chamber of Commerce CEO

Elwood Family Apartments

Crowther Teen and Family

La Fetra Senior Center

Glendora Public Library

Heritage Oaks

Glendora Coordinating Council - President

Glendora Rotary

Glendora Kiwaniannes President

ESGV Coalition for the Homeless

Charter Oak Unified School District - Superintendent

Glendora Unified School District - Superintendent

Catholic Charities of Los Angeles

Citrus Valley Association of Realtors CEO

Citrus Valley Association of Realtors - Gov Affairs

First Christian Church, Pastor

Grace Church of Glendora, Pastor

Foothill Church, Pastor

Glendora Alliance Church, Pastor

Grace Episcopal Church, Reverend

Glendora Community Church, Pastor

Journey Seventh-Day Adventist, Pastor

New Community Four Square, Thrive

Hope Lutheran Church

Saint Dorothy's, Administrator

Cornerstone Bible Church, Pastor

Glen Kirk Presbyterian, Pastor

Joy Christian center

Church of the Brethren

Housing Rights Center, Executive Director

Housing Rights Center

Emanate Health, CEO

Foothill Christian School, Superintendent

Regent Property Management

Deasy Penner Podley

Mark Peterson, ReMax Masters Realty

Century 21 Masters

Landview Properties, Inc.

Ludwick Family Foundation

Inland Valley Hope Partners

Project Sister Family Services, Executive Director

New Beginning Community Ministries, Pastor

Glendora Women's Club, Carolyn Cunningham

Prototypes - Women, Children & Communities in need

Watkins Management

Tri-City Mental Health Center, Executive Director

Making Housing Happen

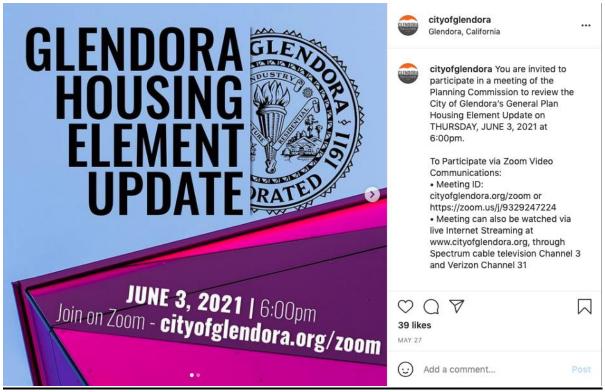
Mike West

Brittany Irvin - Province Group

Rachel Forester - League of Women Voters - Mt Baldy

Public Workshop and Meeting Notification Materials





April 25, Joint Planning Commission and City Council Meeting

On April 25, 2022, the City conducted a joint meeting with the Planning Commission and City Council to discuss a series of proposed action items to streamline housing development and mitigate governmental constraints.



Appendix B: Residential Sites Inventory

Site Selection Factors:

- 1. Vacant sites, parking lots, or lots that are used for auto storage that have minimum improvements
- 2. Nonvacant sites with at least three of the following factors:
 - a. Existing uses are the similar types of uses being recycled in Glendora and in the San Gabriel Valley.
 - b. Property owner or developer interest.
 - c. Vacant buildings.
 - d. Property is located near and similar to properties that have been recently developed. This shows synergy of redevelopment activities and developer interests and market demand in the neighborhood.
 - e. Building age is at least 30 years (unless there is limited improvement on site) or building is vacated. Building older than 30 years often require significant improvements to update the systems and difficult to meet ADA requirements as warranted with substantial rehabilitation.
 - f. Existing Floor Area Ratio (FAR) that is less than 0.50. This threshold is established because mixed use zones in Glendora generally allow an FAR of between 0.35 and 0.50 PLUS 30 units per acre. If existing commercial uses are developed below this threshold, redevelopment of site can at least gain 30 units per acre. Furthermore, redevelopment of existing uses in San Gabriel Valley has shown a wide range of existing FARs, including beyond FAR of 1.0.
 - g. Improvement to Land Ratio (ILR) of less than 1.0, indicating the land is worth more than the structures on site. However, exceptions to the rule are sites with large structures such as older shopping centers, office buildings, motels, and warehouses. Often these high improvement values may serve as financial liability to property owners if the uses are not generating adequate revenues but are still subject to high property taxes. These sites are also included due to other factors.
 - h. Property is located withing ½ mile of Gold Line and therefore conducive to transit-oriented development.
 - i. Property is in obvious conditions of deferred maintenance,

The sites inventory, along with photos demonstrating the underutilization of existing uses, is presented on the following pages.

Appendix C: Review of Past Accomplishments

General Summary

Under new Housing Element, housing programs must have specific actions, measurable objectives, and specific timelines, and the jurisdiction must take an active role in program implementation. Therefore, some of the programs included in the 2013-2021 Housing Element would be restructured as policy statement. Specifically, routine staff functions and development processes and requirements would be restructured as policy statements instead of as specific Housing Element programs.

Effectiveness of Addressing Special Needs

The City has limited resources to address affordable housing needs. However, the City continues to maintain the Heritage Oaks and Elwood Family Apartments. Heritage Oaks is a senior housing project and Elwood Family Apartments includes units for seniors. Specifically, the City monitors Elwood Family Apartments for compliance with State HOME and LIHTC requirements, to ensure units are charged the correct level of rents for income-eligible households.

Affordable housing needs in Glendora are also being addressed with Housing Choice Vouchers (HCVs). About 50 households receive assistance under this program, the majority of the HCV holders are seniors, female-headed households, and persons with disabilities. As part of 2021-2029 Housing Element planning period, the City will expand outreach on HCVs to increase its use in the community.

The San Gabriel Valley Council of Governments (SGVCOG) entered a contract with the County of Los Angeles to administer a Measure H funding allocation to support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley. A portion of the funding was allocated to assist member agencies with the implementation of homeless plans, the development of programs to prevent homelessness, the implementation of pilot programs, and the implementation of a landlord education and incentive program. As part of this funding set aside, the City received \$240,000 that could be used for motel vouchers, encampment cleanup activities, and prevention and diversion programs. This funding enabled the City to continue to house homeless individuals in local motels and hotels, conduct a census of homeless individuals (undertaken by City Net), and reimburse the City for some costs related to encampment cleanups. This grant will end in May 2022.

The City applied for and received two Measure H Grants – the Five Cities Grant and the Three Cities Grant. Working alongside the Cities of Azusa, Covina, Duarte, and West Covina, the Five Cities Grant provided each city with access to a housing navigator that conducted direct street-level outreach and would assist the City navigate programs and resources to connect individuals experiencing homelessness to needed services, including housing. The funding enabled each city to have a full-time housing navigator. The City of West Covina administered the \$343,000 grant (which required a \$33,000 per city cash grant match) and contracted with Union

Station for this service. This grant ended on December 31, 2021. City staff built an effective working relationship with the housing navigator that has yielded positive results, which recently included securing 11 emergency housing vouchers.

Table C-1: Three and Five Cities Grant Outcomes for Glendora (March 2020 – December 2021)			
Category	Number of Individuals		
Initiated Contact/Outreach	154		
Engaged (Housing Services Plan Completed)	30		
Enrolled in Rapid Rehousing	22		
Motel Vouchers	19		
Referral to Resources	36		
Permanent Housing	11		
Landlords Engaged	15		

The Three Cities Grant was operated alongside the Cities of La Verne and San Dimas. The Three Cities Grant provided each city shared access to a housing navigator, an outreach worker, and provided funding for hotel vouchers and rapid rehousing. Following an assessment, and depending on each person's need, the assistance typically provided included securing important documents (i.e. identification, Social Security cards), referrals to specified services and housing opportunities, and transportation to appointments, among other supportive services. Glendora administered the \$359,200 grant (this includes an additional 53,500 Measure H funds from the county to fund the grant extension), contracting the service with Union Station. This grant ended on December 31, 2021.

	Table C-2: 2013-2021 Housing Element Accomplishments				
Program Type	Activity	2013-2021 H	ousing Element		
Program Type	Activity	Objective	Progress		
1. Code Enforcement	Enforcement of existing property maintenance codes by Glendora Police Department.	Continue code enforcement activities and connect households in needs with City rehabilitation program.	The City continues its code enforcement activities. Enforcement activities typically involve property maintenance and nuisance issues. Continued Appropriateness: Pursuant to new State law, Housing Element programs should have specific activities, measurable goals, and timeline. Code Enforcement is a routine City service and is restructured in the 2021 Housing Element as a policy instead of a specific housing program.		
2. Preservation of Assisted Housing Developments	Ensure housing projects at risk of conversion to market-rate housing remain affordable, specifically Glendora Gardens.	 Monitor status of existing and future affordable housing projects, including Glendora Gardens Upon receipt of Notice of Intent to convert property owners, coordinate with the Los Angeles County Housing Authority to connect tenants of at-risk units to the Section 8 Housing Choice Voucher program. 	The owners have stated that Glendora Gardens will remain affordable housing. In addition to Glendora Gardens, the City maintains the following affordable housing projects: • Heritage Oaks Senior Apartments • Elwood Family Apartments • 252 S. San Jose Avenue. Continued Appropriateness: This program is updated and included in the 2021 Housing Element.		

	Table C-2: 2013-2021 Housing Element Accomplishments				
Drogram Tyno	Activity	2013-2021 H	ousing Element		
Program Type	Activity	Objective	Progress		
3. Housing Choice Vouchers (Section 8)	Provides rent subsidies to extremely low- and very low-income households.	 Continue to participate in the Housing Choice Voucher program administered by the Housing Authority of the County of Los Angeles. Advertise program through brochures, newsletter, and City website. Monitor the use and availability of vouchers annually, especially monitor for the opening of the voucher waiting list for accepting new applicants. Support County efforts to petition for additional funding from HUD. 	The City will assist in the promotion of the Housing Choice Vouchers (HCV) administered by the County. As of 2020, 51 Glendora households are receiving HCV assistance. Continued Appropriateness: This program is expanded in the 2021 Housing Element to include outreach and education on the new State law on source of income protection (SB 329), including public assistance such as HCV.		
4. Energy Conservation	The Green Building Program for the William Lyon Homes Arboreta Specific Plan area requires developers to provide all components of the green program as it is written and to educate homebuyers about the green building components. The City is also offering incentives for LEED Silver certified residential development projects in the Grand-Foothill Multi-Family Residential Overlay Zone and encouraging mixed-use, compact development in the Route 66 Corridor Specific Plan area.	 Promote density incentives for green building to developers. Continue to explore additional ways to promote energy conservation and sustainability. 	The City adopted the 2019 California Green Building Standards Code that took effect January 2020. The City also adopted the 2016 CalGreen Building Code in 2017. The City continues to incentivize green building in certain zones including LEED Silver certified residential projects in the Grand-Foothill Multi-Family Overlay Zone. The City also offers rebate incentives for energy and water consumption which are detailed on their website. Continued Appropriateness: This program is included in the 2021 Housing Element.		
5. Affordable Housing Development	Provide affordable housing through regulatory incentives funded by non-profit agencies and other qualified developers.	Provide information on incentives available to facilitate affordable housing development.	The City will continue to offer density bonuses to affordable housing developers. Continued Appropriateness: This program is included in the 2021 Housing Element.		

Table C-2: 2013-2021 Housing Element Accomplishments				
Program Type	Activity	2013-2021 H	ousing Element	
Program Type	Activity	Objective	Progress	
6. Residential Sites Inventory	Ensure adequate capacity of the City's residential sites inventory to meet its RHNA.	 Update the inventory of vacant and underutilized sites annually to ensure adequate sites are available to accommodate the remaining RHNA. Provide sites inventory to interested developers. Monitor the development trends in the City, particularly on the sites identified in this Housing Element. If a shortfall in sites is identified due to development of non-residential or non-mixed-use development on these sites, replenish the City's residential sites inventory. Monitor development trends in the City to determine if the incentives offered are adequate to facilitate mixed use development and lot consolidation given current market conditions. Develop additional incentives as necessary. 	The City monitors and updates the sites inventory as necessary. The City works with developers to identify sites for future housing development. The City has completed the RHNA for upper income units but 379 moderate, low, and very low income units remain. The following development projects are in progress:	

	Table C-2: 2013-2021 Housing Element Accomplishments				
Drogram Type	Activity	2013-2021 F	lousing Element		
Program Type	Activity	Objective	Progress		
7. Development Incentives	The City will promote the use of various development incentives to facilitate and encourage residential and mixed-use development, particularly affordable housing, throughout the City: • State Density Bonus for Affordable Housing • Lot consolidation incentives in the Route 66 Corridor Specific Plan area • Mixed use projects within the BG, GMU, and TCMU zoning subdistricts of the Route 66 Corridor Specific Plan area • The Nonconforming Lot Ordinance • Environmental Stewardship and Energy Efficiency Density Bonus within the Grand-Foothill Multi-Family Residential Overlay Zone • Other various reductions of site development standards as development incentives on a case-by-case basis	 Develop marketing materials (brochures, City website, etc.) to promote incentives. Make marketing materials available to interested developers. Work with local housing developers to encourage and facilitate the development of residential projects with affordable units. 	The City amended its Density Bonus Ordinance to be consistent with State law in January 2013. The City continues to offer incentives for residential development including the State density bonus law for affordable and senior housing. Continued Appropriateness: This program will be updated and included in the 2021 Housing Element. Specifically, the Housing Element includes a program to update the Zoning Code to reflect the new State law on density bonus for 100 percent affordable housing projects (AB 1763). As required by State law (AB 671), the Housing Element also includes the City's plan on incentivizing ADUs.		

	Table C-2: 2013-2021 Housing Element Accomplishments					
Brogram Type	Activity	2013-2021 Housing Element				
Program Type	Activity	Objective	Progress			
8. Zoning Ordinance	Monitor policies, standards, and regulations to ensure they facilitate residential development in the City and guarantee equal housing access and opportunities to its residents.	Continue to monitor the City's Zoning Ordinance to ensure standards do not unduly constrain residential development.	The City continues to monitor the Zoning Ordinance as it is applied to development projects. Adjustments to the Zoning Code will be made to as necessary to best facilitate residential development. Continued Appropriateness: The City will continue to monitor the Zoning Ordinance for necessary adjustments. This program is updated in the 2021 Housing Element to reflect Zoning Code amendments necessary to comply with new State laws, including: AB 101 (Low Barrier Navigation Centers); AB 139 (Emergency and Transitional Housing); and AB 2162 (Supportive Housing).			

Table C-2: 2013-2021 Housing Element Accomplishments						
Program Type	Activity	2013-2021 Housing Element Objective Progress				
9. Fair Housing	Provide fair housing services to all residents who request counseling, resource referral, complaint investigation, and public education on all forms of housing discrimination. The City's Fair Housing Program is funded by CDBG and administered by HRC.	 Promote and publicize fair housing programs and services on City website and through brochures at City Hall. Continue to contract with a qualified fair housing service provider to provide fair housing services to residents. Implement recommendations of the Analysis of Impediments to Fair Housing Choice. 	Progress The City maintains its contract with HRC to ensure the use of fair housing practices. The City also promotes the services offered on its website. Free services include: • Landlord Tenant Counseling • Discrimination Investigations • Outreach and Education. In 2018, the City published an updated Analysis of Impediments to Fair Housing Choice as required by the CDBG program for funding. Continued Appropriateness: The City will continue to provide fair housing services to residents. This program is included in the 2021 Housing Element. Specifically, new State law (AB 686) requires that the Housing Element incorporates actions to address the impediments to fair housing identified in the City's Analysis of Impediments to Fair Housing Choice.			
10. RHNA Objectives		RHNA Allocation	Remaining RHNA			
Objectives	Very Low-Income	171 units	171 units			
	Low-Income	100 units	100 units			
	Moderate-Income	108 units	108 units			
	Upper Income	267 units	0 units			
	Total	646 units	379 units			

References:

- Glendora, City of. 2020a. Housing Authority/CDBG: Fair Housing.

 https://www.cityofglendora.org/departments/planning/housing-authority-cdbg.

 Accessed July 2020.
- Glendora, City of. 2020b. Community Development: Current Projects.

 https://www.cityofglendora.org/departments-services/planning/current-projects.

 Accessed July 2020.
- Glendora, City of. 2019. City of Glendora Housing Authority AB 987 Affordable Housing Database. https://www.cityofglendora.org/home/showdocument?id=25411. Accessed July 2020.
- Glendora, City of. 2018. Analysis of Impediments to Fair Housing Choice, 2018 Update. https://www.cityofglendora.org/home/showdocument?id=23022.

 Accessed July 2020.

Appendix D: Assessment of Fair Housing (AFH)

D.1 Introduction and Overview of AB 686

In January 2017, Assembly Bill 686 (AB 686) introduced an obligation to affirmatively further fair housing (AFFH) into California state law. AB 686 defined "affirmatively further fair housing" to mean "taking meaningful actions, in addition to combat discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity" for persons of color, persons with disabilities, and other protected classes. The Bill added an assessment of fair housing to the Housing Element which includes the following components:

- a summary of fair housing issues and assessment of the City's fair housing enforcement and outreach capacity;
- an analysis of segregation patterns and disparities in access to opportunities;
- an assessment of contributing factors; and
- an identification of fair housing goals and actions.

The AFFH rule was originally a federal requirement applicable to entitlement jurisdictions (with population over 50,000) that can receive HUD Community Planning and Development (CPD) funds directly from HUD. Before the 2016 federal rule was repealed in 2019, entitlement jurisdictions were required to prepare an Assessment of Fair Housing (AFH) or Analysis of Impediments to Fair Housing Choice (AI). AB 686 states that jurisdictions can incorporate findings from either report into the Housing Element. This AFH analysis includes information from the City's 2018 Analysis of Impediments to Fair Housing Choice.

D.2 Assessment of Fair Housing Issues

D.2.1 Fair Housing Enforcement and Outreach

The City of Glendora has limited resources for fair housing activities such as enforcement and outreach, but contracts with the Housing Rights Center (HRC) every year. The City provides funding on an annual basis so that the HRC can provide services to residents on behalf of the City.

The Housing Rights Center investigates and resolves discrimination complaints, conducts discrimination auditing and testing, and education and outreach, including the dissemination of fair housing information such as written material, workshops, and seminars. They also provide landlord/tenant counseling, which is another fair housing service that involves informing landlords and tenants of their rights and responsibilities under fair housing law and other consumer protection regulations, as well as mediating disputes between tenants and landlords. The Housing Rights Center has a main office location in downtown Los Angeles. The City of Glendora provides links to all of the Housing Rights Center's Fair Housing Information on the city web page.

According to the City's AI, between 2012 and 2017 the HRC served 309 Glendora residents (Table D-1). Out of all the residents served, a majority of the clients identified as being non-Hispanic. Also, a majority of the clients were of extremely low income. As well as the HRC, HUD maintains a record of all housing discrimination complaints filed in local jurisdictions. These grievances can be filed on the basis of race, color, national origin, sex, disability, religion, familial status and retaliation. From October 1, 2014 to September 30, 2019, 968 fair housing complaints in Los Angeles County were filed with HUD. Around 1 percent (7 cases) were filed by Glendora residents. In the County and the City of Glendora, disability-related discrimination was the most commonly reported making up four of the Glendora cases.

Table D-1: Residents in Glendora Served by the HRC				
Total Residents	309			
Race				
Hispanic	36%			
Non-Hispanic	64%			
Income				
Extremely Low	62%			
Very Low	19%			
Low	8%			
Moderate	11%			
Source: The Housing Rights Center, FY 2012-2017.	•			

The City of Glendora advertises fair housing services through placement of fair housing service brochures at public counters and provides a link to the HRC and all of the available brochures on the City's website. Based on Staff input outreach information could be better distributed or provided in more forms of media to reach more of the City's growing and aging population.

Along with the HRC, the California Department of Fair Employment and Housing (DFEH) also provides services to residents. The mission of the Department of Fair Employment and Housing (DFEH) is to protect Californians from employment, housing, and public accommodation discrimination, and hate violence. To achieve this mission, DFEH keeps track of and investigates complaints of housing discrimination, as well as complaints in the areas of employment, housing, public accommodations and hate violence. Between 2012 and 2017, four persons from Glendora filed fair housing complaints with DFEH. Four of these cases involved discrimination based on disability; two cases also involved discrimination based on familial status. Other complaints also documented discrimination on the basis of source of income, race, and national origin.

A person can file fair housing complaints on multiple bases and multiple acts of discrimination. Therefore, the enumeration of complaint bases and acts of discrimination usually exceeds the number of persons filing complaints. A total of six acts of discrimination were recorded during this time period. Denied reasonable accommodation (three instances) and denied rental/lease/sale (2 instances) were the most common discriminatory acts recorded.

Three cases in the City were investigated and dismissed with no basis to proceed and another was found to have no probable cause by DFEH and subsequently closed. Only one case was closed after arriving at a successful settlement.

Investigations begin with the intake of a complaint. Complainants are first interviewed to collect facts about possible discrimination. Interviews are normally conducted by telephone. If the complaint is accepted for investigation, the DFEH drafts a formal complaint that is signed by the complainant and served. If jurisdictional under federal law, the complaint is also filed with the United States Department of Housing and Urban Development (HUD). As a substantially equivalent agency, DFEH's findings are usually accepted by HUD. The recipient of the complaint (usually a landlord, seller, property manager, seller, or agent) is required to answer and has the opportunity to negotiate resolution with the complainant. If the case is not resolved voluntarily, the DFEH conducts a formal investigation.

If the investigative findings do not show a violation of the law, DFEH will close the case. If investigative findings show a violation of law, the DFEH schedules a formal conciliation conference. During the conciliation conference, the DFEH presents information supporting its belief that there has been a violation and explores options to resolve the complaint. If formal

conciliation fails, the DFEH Housing Administrator may recommend litigation. If litigation is required, the case may be heard before the Fair Employment and Housing Commission (FEHC) or in civil court. Potential remedies for cases settled by the FEHC include out-of-pocket losses, injunctive relief, access to the housing previously denied, additional damages for emotional distress, and civil penalties up to \$10,000 for the first violation. Court remedies are identical to FEHC remedies with one exception; instead of civil penalties, a court may award unlimited punitive damages.

The U.S. Department of Housing and Urban Development (HUD) maintains a record of all housing discrimination complaints for jurisdictions, including the City of Glendora. According to the HUD website, any person who feels their housing rights have been violated may submit a complaint to HUD via phone, mail or the Internet. These grievances can be filed on the basis of race, color, national origin, sex, disability, religion, familial status and retaliation. HUD refers complaints to the California DEFH, which has 30 days to address the complaint. As a substantially equivalent agency, DFEH's findings are usually accepted by HUD. Thereafter, HUD tracks the complaint and its issues and outcomes as a "dually filed" complaint. A person can file fair housing complaints on multiple bases and multiple discriminatory issues. Therefore, the enumeration of complaint bases and acts of discrimination usually exceeds the number of persons filing complaints.

From 2012 to 2017, five fair housing cases from Glendora were filed with HUD. The majority of cases filed included multiple bases of complaints and cases involving discrimination based on disability (45 percent); were the most common although incidences concerning race, familial status, retaliation, and national origin, were also reported.

A total of 14 discriminatory issues were recorded during this time period. Denied rental/sale/lease (three instances), denial of a reasonable accommodation (three instances), and denial of equal terms/conditions (three instances) were the most common discriminatory acts recorded.

All five of the fair housing cases were closed between 2012 and 2016, according to HUD. Three of these cases were found to have no probable cause and subsequently closed. One additional case was withdrawn without resolution and one other case reached a successful conciliation/settlement.

D.2.2 Integration and Segregation

Race and Ethnicity

Ethnic and racial composition of a region is useful in analyzing housing demand and any related fair housing concerns, as it tends to demonstrate a relationship with other characteristics such as household size, locational preferences, and mobility. The City of Glendora, like most communities throughout San Gabriel Valley, has experienced gradual changes in the racial and ethnic composition of its population. From 2010 to 2018, the City's total population increased by 1,660 persons. Shifts in Glendora's race and ethnicity profile have continued to occur since 2010. HUD defines Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs) as census tracts with a non-White population over 50 percent and with 40 percent or three times the overall poverty rate. Currently, there are no R/ECAPs located in the City. Figure D-1 shows racial/ethnic concentrated block groups from in 2010 and Figure D-2 shows them in 2018. Consistent with the increase Citywide, most block groups in Glendora have seen an increase in racial/ethnic minority populations since 2010. Areas directly surrounding the City have grown substantially in racial/ethnic minorities. The City of Azusa and moving west towards Los Angeles City shows high growth in racial/ethnic minorities.

According to the 2014-2018 ACS, in Glendora Whites continue to make up the largest

racial/ethnic group accounting for 49 percent, followed closely by Hispanics accounting for 34 percent of the population (Table D-2). Asian-Americans account for 10 percent of the population and African Americans account for two percent. The White population in Glendora experienced the most dramatic decrease in Glendora (of about 11 percent) since 2010. The City has become more diverse over the years, with higher percentages of Asian and Hispanic populations, moving closer to the County profile.

Table D-	2: Racial/Ethnic D	emographics (20	10-2018)	
	201	10	2018	
	Persons Percent		Persons	Percent
Glendora, CA				
White	30,223	60.6%	25,456	49.2%
Black or African American	987	2.0%	983	1.9%
American Indian and Alaska Native	102	0.2%	244	0.5%
Asian	3,472	7.0%	5,389	10.4%
Native Hawaiian and Other Pacific Islander	0	0.0%	88	0.2%
Some other race	99	0.2%	168	0.3%
Two or more races	946	1.9%	1,881	3.6%
Hispanic/Latino	14,053	28.2%	17,564	33.9%
Total	49,882	100.0%	51,773	100.0%
Los Angeles County				
White	2,772,785	28.4%	2,659,052	26.3%
Black or African American	826,481	8.5%	795,505	7.9%
American Indian and Alaska Native	17,423	0.2%	20,307	0.2%
Asian	1,324,132	13.6%	1,451,560	14.4%
Native Hawaiian and Other Pacific Islander	24,351	0.2%	24,821	0.2%
Some other race	29,308	0.3%	29,924	0.3%
Two or more races	164,518	1.7%	223,280	2.2%
Hispanic/Latino	4,599,258	47.1%	4,893,603	48.5%
Total	9,758,256	100.0%	10,098,052	100.0%
Source: 2006-2010 and 2014-2018 ACS.				

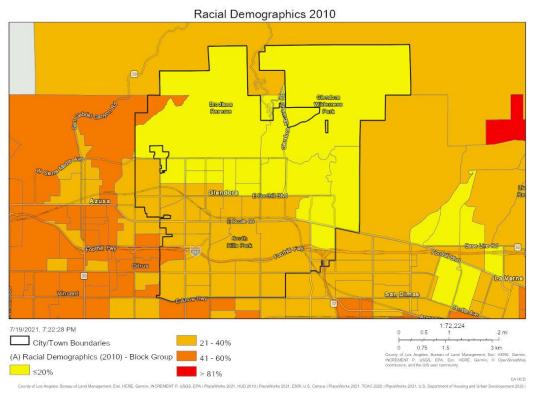
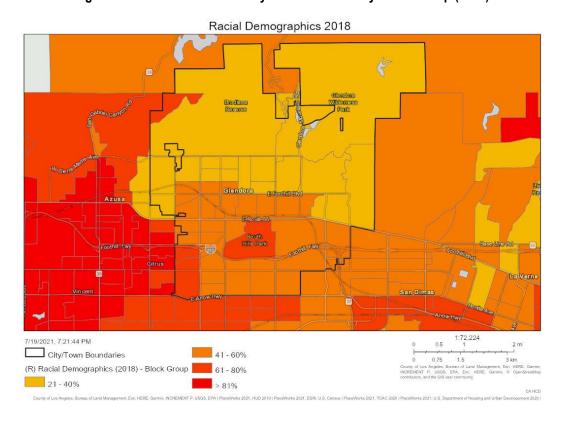


Figure D-1: Racial/Ethnic Minority Concentrations by Block Group (2010)





HUD tracks racial or ethnic dissimilarity⁸ trends for jurisdictions and regions. Dissimilarity indices show the extent of distribution between two groups, in this case racial/ethnic groups, across census tracts. The following shows how HUD views various levels of the index:

<40: Low Segregation

• 40-54: Moderate Segregation

• >55: High Segregation

The indices for Glendora and the Los Angeles County region from 1990 to 2020 are shown in Table D-3. Dissimilarity between non-White and White communities in Glendora and throughout the Los Angeles County region has worsened since 1990. In Glendora, dissimilarity between Black/White, Hispanic/White and Asian or Pacific Islander/White communities has worsened. In the County the dissimilarity between Black/White communities has improved. Based on HUD's index, segregation in Glendora is very low compared to Los Angeles County as a whole.

Although Glendora and the surrounding region have grown more racially diverse there have been studies that show groups become consolidated in enclaves. According to a study published in 2016 for Sociological Science⁹, Asian growth neighborhoods were often outside of the city of Los Angeles, being more clustered in a few locations like San Gabriel Valley and Cerritos. In metropolitan areas like Los Angeles, White neighborhoods surround Asian growth neighborhoods. This reflects both the expanding geography of Asian segregation and also the slower pace of Asian spatial expansion. Nevertheless, the increases in dissimilarity scores in Glendora are small and remain at levels that are considered low (below 30). Although the index for Black/White has increased to a little over 30, Black residents represent only a small portion of City population.

Table D-3: Racial/Ethnic Dissimilarity Trends						
	1990 Trend	2000 Trend	2010 Trend	Current		
Glendora, CA						
Non-White/White	15.78	19.02	20.92	22.79		
Black/White	26.64	24.23	30.39	33.81		
Hispanic/White	17.30	21.58	23.85	24.62		
Asian or Pacific Islander/White	10.85	13.89	13.09	18.09		
Los Angeles-Long Beach-Anaheim	, CA Region (County	<u>()</u>				
Non-White/White	55.32	55.50	54.64	56.94		
Black/White	72.75	68.12	65.22	68.85		
Hispanic/White	60.12	62.44	62.15	63.49		
Asian or Pacific Islander/White	43.46	46.02	45.77	49.78		
Source: Decennial Census, 1990-2010. Ht	Source: Decennial Census, 1990-2010. HUD AFFH Data, 2020.					

Figure D-3 and Figure D-4 compare the Asian population of Glendora tracts using the 2006-2010 and 2014-2018 ACS. As discussed previously, the Asian population in the City increased from 7 percent to 10.4 percent during the same period. Despite the overall increase in Asian residents

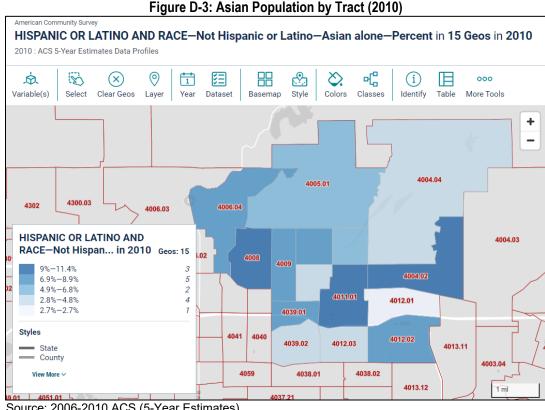
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⁸ Index of dissimilarity is a demographic measure of the evenness with which two groups are distributed across a geographic area. It is the most commonly used and accepted method of measuring segregation.

Bader, Michael D. M., and Siri Warkentien. 2016. "The Fragmented Evolution of Racial Integration since the Civil Rights Movement." Sociological Science 3: 135-166.

citywide, Asian communities have become increasingly concentrated in a few tracts in the western corner of the City. In 2010, larger populations of Asian residents are seen in several tracts in the western and southern areas of Glendora. As of 2018, tracts with the largest Asian populations are concentrated in just a few tracts, specifically tracts 4006.04 and 4008. This trend is consistent with the dissimilarity indices described above. The north western corner of the City is the new La Colina subdivision, consisting of 120 single-family homes on 20,000-square-foot lots.

As discussed in the City's 2018 AI, some residents, especially recent immigrants, choose to live among people of their own race/ethnic group due to comfortability with members of their own race or ethnicity, relatives, friends, or presence of ethnic institutions. Housing affordability and income, discussed in Section D.2.3, *Racially and Ethnically Concentrated Areas*, and Section D.2.5, *Disproportionate Housing Needs*, may also affect racial segregation patterns.



Source: 2006-2010 ACS (5-Year Estimates).

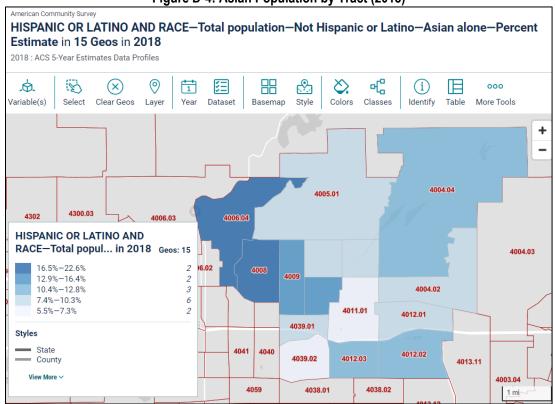


Figure D-4: Asian Population by Tract (2018)

Source: 2014-2018 ACS (5-Year Estimates).

Figure D-5 shows the predominant racial or ethnic population in Glendora by tract. There is only one tract where Whites are not the predominant population, located in the southwestern corner of the City. This tract has characterized by a Hispanic majority population. As discussed above, the southern area of the City tends to have higher concentrations of non-White populations compared to the northern areas. Tracts in the central southern section of the City, mostly along the Foothill Freeway, are comprised of mostly Latino-White communities (Figure D-6), while the remainder of the City has a mix of three racial/ethnic groups, likely White, Hispanic, and Asian, which make up the largest proportion of the City population.

Predominant Population 2018

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Figure D-5: Predominant Racial/Ethnic Population by Tract (2018)

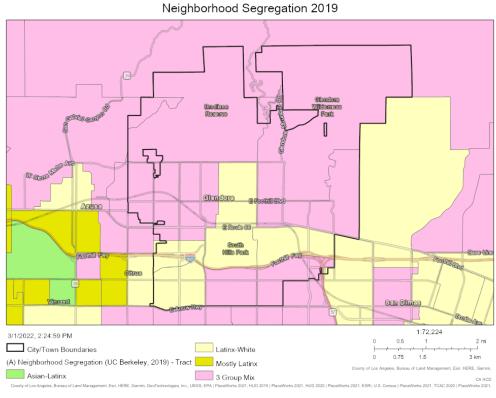


Figure D-6: Neighborhood Segregation by Tract (2019)

Most of the City's block groups have a minority population between 41 and 60 percent (Figure D-2). The City identified about 88 percent of its RHNA units in block groups with a 41-60 percent minority concentration, and a larger proportion of each income group's units in this percentage range. Table D-4 shows that a smaller proportion of the RHNA units are distributed in block groups with a slightly higher minority concentration (61-80 percent) and in the lower minority concentration tracts (21-40 percent). These block groups account for 12 percent of the RHNA. The distribution of the sites for the inventory can be seen in relation to minority concentration by block group in Figure D-7. The distribution of sites does not exacerbate conditions and provides units of different income levels throughout the City.

Table D-4: RHNA	Table D-4: RHNA Unit Distribution by Racial/Ethnic Minority Population					
% Minority Concentration (Block Group)	Low	Moderate	AM	Total Units		
<= 20%	0.0%	0.0%	0.0%	0.0%		
21 - 40%	0.0%	0.0%	10.0%	2.5%		
41 - 60%	95.6%	81.1%	76.8%	88.2%		
61 - 80%	4.4%	18.9%	13.3%	9.3%		
> 81%	0.0%	0.0%	0.0%	0.0%		
Total	1,305	413	581	2,299		

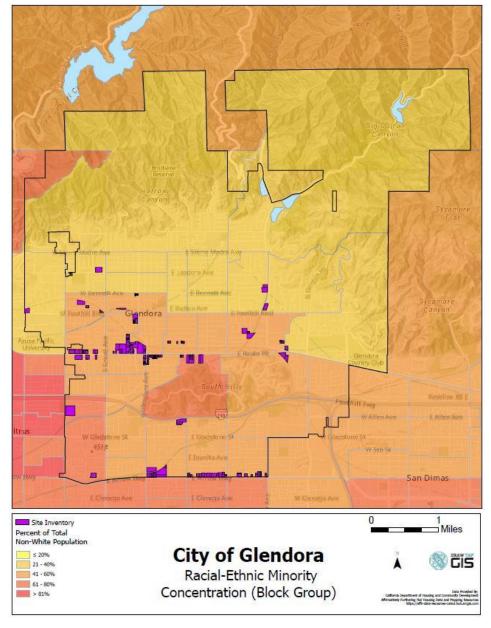


Figure D-7: Distribution of RHNA Units and Racial/Ethnic Minority Population by Block Group (2018)

Persons with Disabilities

According to 2014-2018 ACS data, disabled persons make up approximately 11.5 percent of the population in Glendora. Between 2014 and 2018, 46 percent of the City's population with disabilities was made up of residents aged 65 and older, 45 percent were aged 18 to 64 and nine percent under the age of 18. Of the residents 65 years and older, ambulatory, hearing and independent living difficulties were prevalent. In Los Angeles County, about 15 percent of the population has a disability. Within Glendora, there is no concentration of persons with disabilities as all tracts within the City have a population with a disability ranging from 10 to 20 percent or lower (Figure D-9).

Glendora's RHNA units are not disproportionately concentrated in areas that have more persons with disabilities as most tracts in the City have 10 to 20 percent of the population being persons

City of Glendora | 2021-2029 HOUSING ELEMENT October 2022

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with a disability. The distribution of sites does not exacerbate conditions and provides units of different income levels throughout the City.

Table D-5: RHNA Unit Distribution by % Population with Disabilities					
% Persons with Disabilities (Tract)	Low	Moderate	Above Moderate	Total	
< 10%	0.0%	0.0%	9.1%	2.3%	
10% - 20%	100.0%	100.0%	90.9%	97.7%	
20% - 30%	0.0%	0.0%	0.0%	0.0%	
30% - 40%	0.0%	0.0%	0.0%	0.0%	
> 40%	0.0%	0.0%	0.0%	0.0%	
Total Units	1,305	413	581	2,299	

The housing needs of disabled persons in Glendora are of particular importance because as a built-out community, about 65 percent of the City's housing units were more than 50 years old. Therefore, the majority of the City's housing stock does not comply with the Americans with Disabilities Act for accessibility. Housing options for persons with disabilities in the community are limited.

Region: Persons with Disability

The 2021 County Health Rankings in Figure D-8 show that in the region surrounding the City, concentrations of persons with disabilities range between 10 and 20 percent or below. Most Cities in the Area have clusters of 10 to 20 percent like Glendora, such as San Dimas, Covina and Monrovia. There is one census tract south of Glendora that has the highest population of persons with disabilities which is the location of the Lanterman Development Facility near Cal Poly Pomona. This facility however is closed now, but still appears on the map analysis as having a high proportion of persons with disabilities.

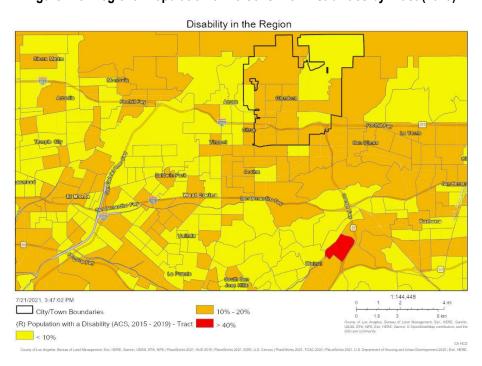


Figure D-8: Regional Population of Persons with Disabilities by Tract (2019)

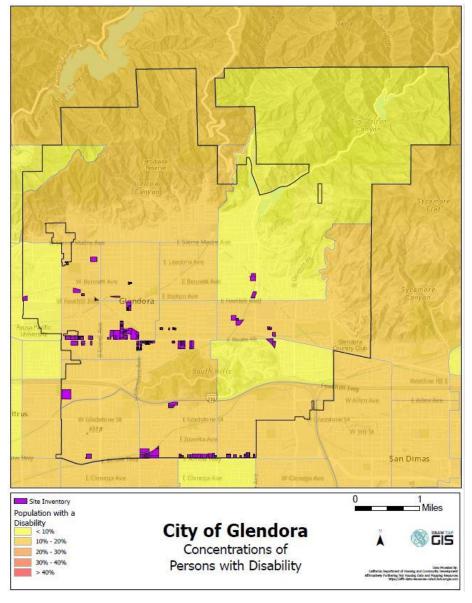


Figure D-9: Distribution of RHNA Units and Population of Persons with Disabilities by Tract (2019)

Familial Status

Familial status refers to the presence of any children in the household under the age of 18, regardless of whether or not the child is biologically related to the head of household or the martial status of the head of households. According to the HCD AB686/AFFH data tool maps (Figure D-10), there are no areas with a concentration of households of adults living alone in the City. Adults living with their spouse are spread evenly throughout the City, with the population of adults living with their spouse at 40 to 60 in all census tracts of the City (Figure D-11).

Families with children may face housing discrimination by landlords who fear that children will cause property damage. Some landlords may have cultural biases against children of the opposite sex sharing a bedroom. Differential treatments such as limiting the number of children in a complex or confining children to a specific location are also fair housing concerns. Single parent households are also protected by fair housing law. As shown in Table D-6, 23 percent of Glendora

households are families with children. The City's share of families with children is slightly lower than the County overall. According to the HCD AFFH map in Figure D-12, children in married households are very spread out through the City. The percent of households with children in most tracts is above 80 percent or between 60 and 80 percent, probably due to the housing types available. The majority of the City's RHNA units are located in census tracts with more than 60 to 80 percent of the population being households with children in married-couple households (Table D-7).

Table D-6: Household Characteristics				
Jurisdiction	% Families	% Families with Children	% Female-Headed Households with Children	
Glendora	78%	23%	15%	
Los Angeles County	67%	28%	6%	
Source: 2014-2018 ACS.		•		

Table D-7: RHNA Unit Distribution by % Children in Married-Couple Households				
% Children in Married- Couple HH (Tract)	Lower	Moderate	AM	Total Units
< 20%	0.0%	0.0%	0.0%	0.0%
20% - 40%	0.0%	0.0%	0.0%	0.0%
40% - 60%	0.7%	0.0%	0.0%	0.4%
60% - 80%	81.8%	82.3%	47.2%	73.2%
> 80%	17.5%	17.7%	52.8%	26.4%
Total Units	1,305	413	581	2,299

Female-headed households with children require special consideration and assistance because of their greater need for affordable housing and accessible day care, health care, and other supportive services. In Glendora, female headed households with children are only slightly concentrated in one census tract that has 20 to 40 percent of its households being female-headed households with children (Figure D-13). An estimated 18 percent of Glendora households were headed by single persons, with or without children, in 2018. The large majority of the single parent households were headed by females (71 percent). According to the 2014-2018 ACS, 12 percent of the female-headed households with children had incomes below the poverty level. The City's RHNA sites are almost all located in the census tracts with less than 20 percent of children in female-headed households (Table D-8). The distribution of sites does not exacerbate conditions and provides units of different income levels throughout the City.

Table D-8: RHNA Unit Distribution by % Children in Female-Headed Households				
% Children in Female- Headed HH (Tract)	Lower	Moderate	AM	Total Units
< 20%	99.3%	100.0%	97.2%	98.9%
20% - 40%	0.7%	0.0%	2.8%	1.1%
40% - 60%	0.0%	0.0%	0.0%	0.0%
60% - 80%	0.0%	0.0%	0.0%	0.0%
> 80%	0.0%	0.0%	0.0%	0.0%
Total Units	1,305	413	581	2,299

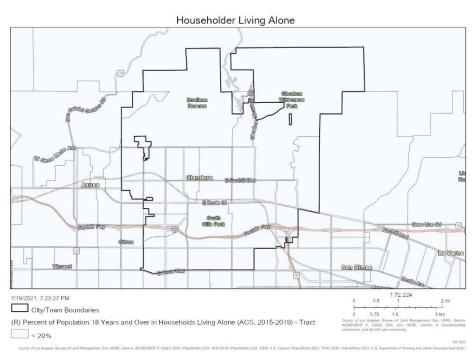
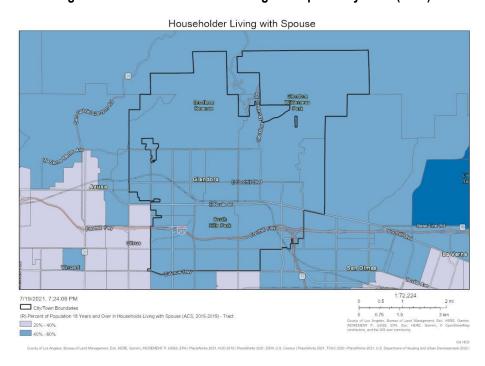


Figure D-10: Percent of Adults Living Alone by Tract (2019)





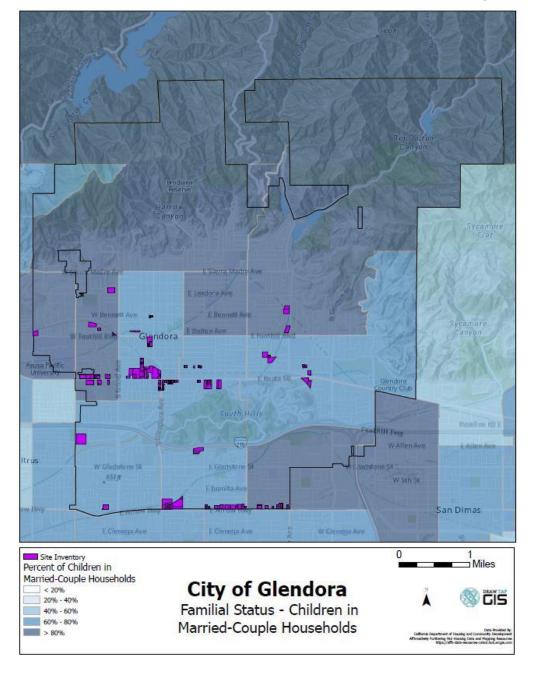


Figure D-12: Distribution of RHNA Units and Percent of Children in Married Couple HHs by Tract (2019)

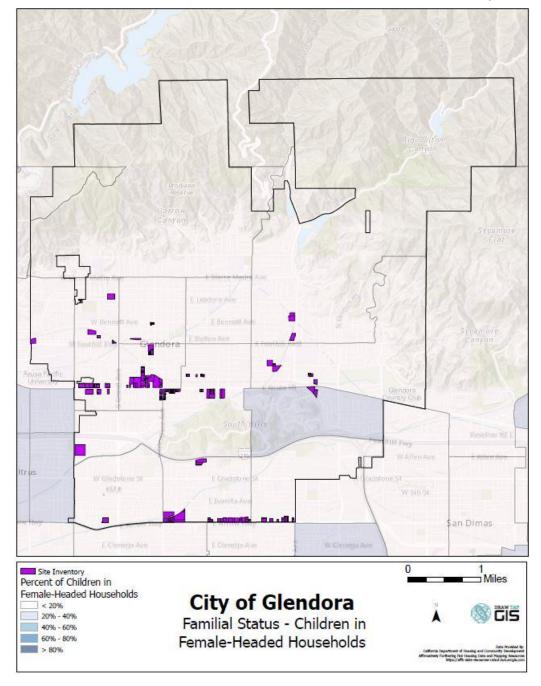


Figure D-13: Distribution of RHNA Units and Percent of Children in Female-Headed HHs by Tract (2019)

Income Level

Household incomes in Glendora tend to be substantially higher than many cities in the region as a whole. Median household income in the City was \$92,674 according to the 2014-2018 ACS, as compared to the Los Angeles County median household income of \$64,251. The Cities of Azusa (\$60,227), LA Verne (\$85,769), and San Dimas (\$84,749) all have lower median household incomes.

Identifying low or moderate income (LMI) geographies and individuals is important to overcome patterns of segregation. Figure D-14 shows the Lower and Moderate Income (LMI) areas in the

surrounding region by Census block group. HUD defines a LMI area as a Census tract or block group where over 51 percent of the population is LMI (based on HUD income definition of up to 80 percent of the AMI). There are some areas of Glendora considered LMI with the highest concentration of LMI population being 50 to 75 percent in two block groups (Figure D-15). This area of the City is also where Asian populations are most concentrated (see Figure D-4) The City's RHNA is mainly located in Census tracts with 25 to 50 percent LMI households (Table D-9) which is the percentage range most prevalent in the City. The distribution of sites does not exacerbate conditions and provides units of different income levels throughout the City.

Table D-9: RHNA Unit Distribution by % LMI Households in Census Tract					
% LMI HH (Tract)	Lower	Moderate	AM	Total Units	
< 25%	0.0%	0.0%	2.8%	0.7%	
25% - 50%	100.0%	100.0%	93.3%	98.3%	
50% - 75%	0.0%	0.0%	4.0%	1.0%	
75% - 100%	0.0%	0.0%	0.0%	0.0%	
Total Units	1,305	413	581	2,299	

Region: Income Level

In the surrounding region LMI areas are concentrated in Azusa and to the west towards Arcadia and to the south west towards downtown Los Angeles. There are also clusters of LMI areas in Pomona. Most of these areas also have high environmental scores, high minority populations and the R/ECAPs closest to the City of Glendora (Figure D-14).

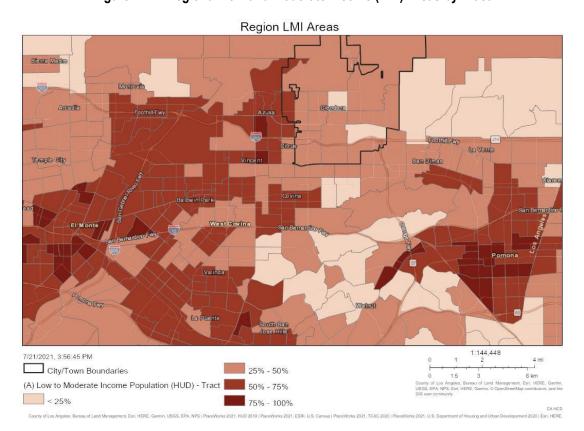


Figure D-14: Regional Low and Moderate Income (LMI) Areas by Tract

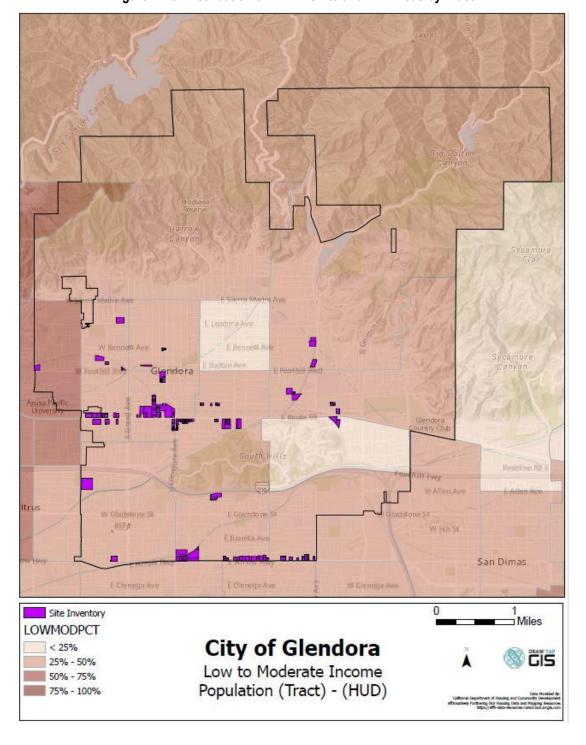


Figure D-15: Distribution of RHNA Units and LMI Areas by Tract

D.2.3 Racially and Ethnically Concentrated Areas

Racially/Ethnically Concentrated Areas of Poverty

In an effort to identify racially/ethnically-concentrated areas of poverty (R/ECAPs), HUD has identified census tracts with a majority non-White population (greater than 50 percent) and has a poverty rate that exceeds 40 percent or is three times the average tract poverty rate for the metro/micro area, whichever threshold is lower. In Los Angeles County, there are R/ECAPs scattered in areas of downtown Los Angeles. Near Glendora, there is one R/ECAP in El Monte and three near Pomona (Figure D-16). One R/ECAP on the west side of Pomona does not have low to moderate income population but that census tract is mostly consisting of the Lanterman Development Facility. There are no R/ECAPs in Glendora.

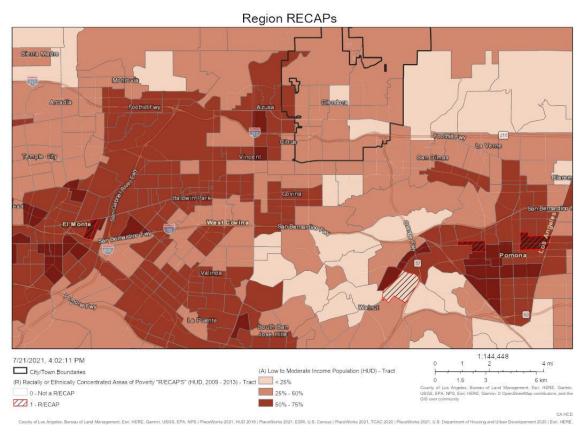


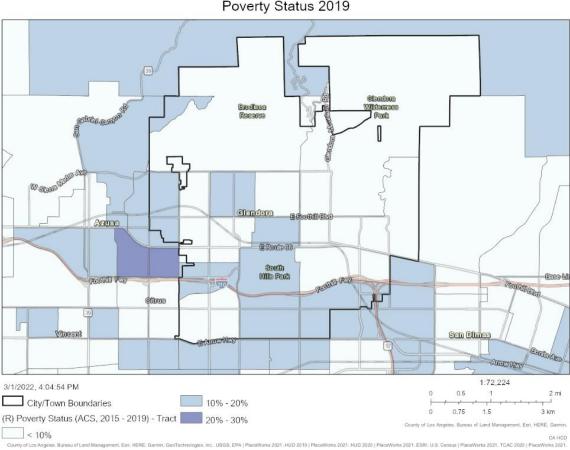
Figure D-16: Racially Concentrated Areas of Poverty (R/ECAPs) in the Region

Figure D-17 shows poverty status in Glendora by tract using the 2015-2019 ACS. There are some tracts, located mostly in the southern and western areas of the City, where more than 10 percent of the population is below the federal poverty level. This area of the City also contains block groups with higher concentrations of racial/ethnic minority populations (see Figure D-2). Poverty status by race and ethnicity is presented in Table D-10. Approximately 9 percent of the population in Glendora is below the federal poverty level. All racial/ethnic groups other than non-Hispanic Whites and Asians experience poverty at a rate exceeding the citywide average. American Indian and Alaska Native residents have the highest poverty rate of 17.4 percent, followed by the population of persons of two or more races (13.7 percent), and the Native Hawaiian and Pacific Islander population (12.5 percent).

The Hispanic/Latino population, the second largest racial/ethnic group in the City, experiences poverty at a rate of 11.3 percent. As shown in Figure D-6, previously, many of the tracts with higher rates of persons below the poverty level are also tracts with White-Latinx majority populations.

Table D-10: Poverty Status by Race/Ethnicity (2018)				
Race/Ethnicity	Total Population	% Below Poverty Level		
White alone, not Hispanic or Latino	25,098	7.3%		
Black or African American	918	9.7%		
American Indian and Alaska Native	298	17.4%		
Asian	5,491	6.9%		
Native Hawaiian and Other Pacific Islander	88	12.5%		
Some other race	4,543	10.8%		
Two or more races	3,434	13.7%		
Hispanic or Latino origin (of any race)	17,366	11.3%		
Population for whom poverty status is determined	51,016	8.9%		
Source: 2014-2018 ACS.		•		

Figure D-17: Poverty Status by Tract (2019)



Poverty Status 2019

Racially Concentrated Areas of Affluence

While racially concentrated areas of poverty and segregation (R/ECAPs) have long been the focus of fair housing policies, racially concentrated areas of affluence (RCAAs) must also be analyzed to ensure housing is integrated, a key to fair housing choice. According to a policy paper published by HUD, RCAA is defined as affluent, White communities. ¹⁰ According to HUD's policy paper, Whites are the most racially segregated group in the United States and in the same way neighborhood disadvantage is associated with concentrated poverty and high concentrations of people of color, conversely, distinct advantages are associated with residence in affluent, White communities."

RCAAs have not been studied extensively nor has a standard definition been published by HCD or HUD, this fair housing assessment uses the percent White population and median household income as proxies to identify potential areas of affluence. As shown in Figure D-5, above, most areas of the City have White predominant populations. Figure D-18 shows racial/ethnic minority populations and median income by block group. Five block groups in the northern section of the City and one block group along the southern City boundary have median incomes exceeding \$125,000. However, there are no block groups in the City with non-White populations below 20 percent; therefore, there are no RCAAs in Glendora.

As Table D-11 shows, White households also tend to have higher median incomes than all households as seen in the County as a whole, except for Glendora. In Glendora however, White households and all households in the City have higher median incomes than Azusa, San Dimas, and the County. Glendora also has a very high proportion of white only residents compared to the neighboring Cities, especially Azusa.

Table D-11: White Household Income and Percent Population				
	Glendora	Azusa	San Dimas	Los Angeles County
Median HH Income				
All Households	\$92,674	\$60,227	\$84,749	\$68,044
White alone	\$90,839	\$68,429	\$86,650	\$88,038
White Population	59%	23%	55%	26%
Source: 2014-2018 ACS.			•	•

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Goetz, Edward G., Damiano, A., & Williams, R. A. (2019) Racially Concentrated Areas of Affluence: A Preliminary Investigation.' Published by the Office of Policy Development and Research (PD&R) of the U.S. Department of Housing and Urban Development in Cityscape: A Journal of Policy Development and Research (21,1, 99-123).

Brodiaea Reserve Glendora E Foothill Blvd Foothill Fwy 0 1:72,224 3/1/2022, 4:26:53 PM < \$55,000 < \$87,100 (H City/Town Boundaries (R) Racial Demographics (2018) - Blo 1.5 3 km 0 20% - 40% < \$125,000 40% - 60% < \$30,000

Figure D-18: Racial/Ethnic Minority Population and Median Income by Block Group (2018, 2019)

Racial Demographics and Median Income

D.2.4 Access to Opportunities

HUD developed an index for assessing fair housing by informing communities about disparities in access to opportunity based on race/ethnicity and poverty status. Table D-12 shows index scores for the following opportunity indicator indices (values range from 0 to 100):

- Low Poverty Index: The higher the score, the less exposure to poverty in a neighborhood.
- **School Proficiency Index:** The higher the score, the higher the school system quality is in a neighborhood.
- Labor Market Engagement Index: The higher the score, the higher the labor force participation and human capital in a neighborhood.
- **Transit Trips Index:** The higher the trips transit index, the more likely residents in that neighborhood utilize public transit.
- Low Transportation Cost Index: The higher the index, the lower the cost of transportation in that neighborhood.
- **Jobs Proximity Index:** The higher the index value, the better access to employment opportunities for residents in a neighborhood.
- **Environmental Health Index:** The higher the value, the better environmental quality of a neighborhood.

In Glendora, most residents regardless of race/ethnicity have low poverty rates, great schools, access to transportation and low cost transportation (Table D-12). The environmental scores for the City however are low.

Glendora residents, regardless of race or ethnicity, had better school, poverty and environmental index scores compared to the County. The County did have better transit and transportation cost scores.

	Low	Copportunity School	Labor		Low	Jobs	T
	Poverty	Proficiency Index	Market Index	Transit Index	Transportation Cost Index	Proximity Index	Environmental Health Index
Glendora	1	1	1	l		1	I
Total Population							
White, Non-Hispanic	69.03	74.11	52.88	73.90	62.90	37.11	29.57
Black, Non-Hispanic	59.03	62.11	42.57	77.27	66.66	33.26	25.60
Hispanic	61.61	65.73	44.99	76.41	65.53	34.14	26.27
Asian or Pacific Islander, Non- Hispanic	66.00	69.61	48.92	75.20	63.93	36.60	27.49
Native American, Non-Hispanic	60.35	68.32	46.12	76.61	66.89	35.67	27.68
Population below federal poverty	ine						
White, Non-Hispanic	61.76	69.20	48.01	76.41	66.53	35.74	28.17
Black, Non-Hispanic	64.90	71.99	62.55	75.70	66.11	39.09	27.92
Hispanic	62.67	68.23	40.21	75.44	65.98	37.06	26.54
Asian or Pacific Islander, Non- Hispanic	56.84	67.59	45.30	78.12	68.35	35.24	28.01
Native American, Non-Hispanic	84.00	90.05	51.00	69.00	61.00	49.13	37.00
Los Angeles County							
Total Population							
White, Non-Hispanic	65.19	68.03	67.43	77.63	73.13	54.59	21.35
Black, Non-Hispanic	36.07	33.82	35.34	87.25	79.02	40.72	11.92
Hispanic	35.53	39.72	35.73	86.48	77.78	43.70	12.36
Asian or Pacific Islander, Non- Hispanic	55.03	61.94	57.64	85.13	75.98	51.11	13.13
Native American, Non-Hispanic	48.40	50.70	48.58	81.04	75.36	45.88	17.68
Population below federal poverty	ine						
White, Non-Hispanic	53.66	60.62	59.62	83.19	78.51	56.98	18.46
Black, Non-Hispanic	24.12	28.03	26.41	88.34	81.07	36.90	11.74
Hispanic	25.05	33.70	29.50	89.09	80.94	44.63	10.63
Asian or Pacific Islander, Non- Hispanic	45.45	57.59	51.41	88.58	80.61	52.88	11.05
Native American, Non-Hispanic	33.63	39.10	36.05	84.43	78.22	47.65	16.22

To assist in this analysis, the Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (TCAC) convened in the California Fair Housing Task Force (Task Force) to "provide research, evidence-based policy recommendations, and other strategic recommendations to HCD and other related state agencies/departments to further the fair housing goals (as defined by HCD)." The Task force has created Opportunity Maps to identify resources levels across the state "to accompany new policies aimed at increasing access to high opportunity areas for families with children in housing financed with 9% Low Income Housing Tax Credits (LIHTCs)". These opportunity maps are made from composite scores of three different domains made up of a set of indicators. Higher composite scores mean higher

resources. Table D-13 shows the full list of indicators that go into the calculation of the index scores.

Table D-13: Don	Table D-13: Domains and List of Indicators for Opportunity Maps			
Domain	Indicator			
Economic	Poverty			
	Adult education			
	Employment			
	Job proximity			
	Median home value			
Environmental	CalEnviroScreen 4.0 pollution Indicators and values			
Education	Math proficiency			
	Reading proficiency			
	High School graduation rates			
	Student poverty rates			
Source: California Fair Housing Task Force, Met	thodology for the 2020 TCAC/HCD Opportunity Maps, December 2020.			

The following opportunity map scores are for the census tracts that make up Glendora (Table D-14). Consistent with the HUD's R/ECAP database, there are no areas of high segregation and poverty in the City. All of the City's census tracts are of high (60 percent) or highest resource (40 percent) so all of the City's RHNA units are also in these areas with access to opportunities, but the majority is within high resource areas (Table D-15). The distribution of sites does not exacerbate conditions and provides units of different income levels throughout the City. Opportunity map scores by Census tract and RHNA unit distribution are presented in Figure D-19. Economic, environmental, and education scores for the City are further detailed below.

	1	le D-14: Domains	,		T	
Census	Economic Environmental		Education	Composite	Final Category	
Tract	Domain Score	Domain Score	Domain Score	Index Score	i iliai Gategory	
6037400604	0.56	0.87	0.53	0.09	High Resource	
6037400800	0.35	0.8	0.64	0.07	High Resource	
6037400900	0.5	0.78	0.76	0.26	High Resource	
6037401101	0.26	0.64	0.91	0.33	High Resource	
6037401102	0.53	0.84	0.86	0.42	High Resource	
6037401202	0.43	0.47	0.78	0.18	High Resource	
6037401203	0.5	0.67	0.79	0.26	High Resource	
6037403902	0.38	0.57	0.73	0.12	High Resource	
6037403901	0.37	0.51	0.72	0.08	High Resource	
6037400402	0.58	0.82	0.93	0.58	Highest Resource	
6037400404	0.73	0.96	0.95	0.79	Highest Resource	
6037400501	0.73	0.94	0.91	0.68	Highest Resource	
6037401001	0.67	0.92	0.91	0.63	Highest Resource	
6037401002	0.59	0.92	0.91	0.58	Highest Resource	
6037401201	0.48	0.54	0.93	0.46	Highest Resource	

Table D-15: RHNA Unit Distribution by Opportunity Score						
Opportunity Category (Tract)	Low	Moderate	Above Moderate	Total		
High Resource	100.0%	100.0%	85.4%	96.3%		
Highest Resource	0.0%	0.0%	14.6%	3.7%		
Total Units	1,305	413	581	2,299		

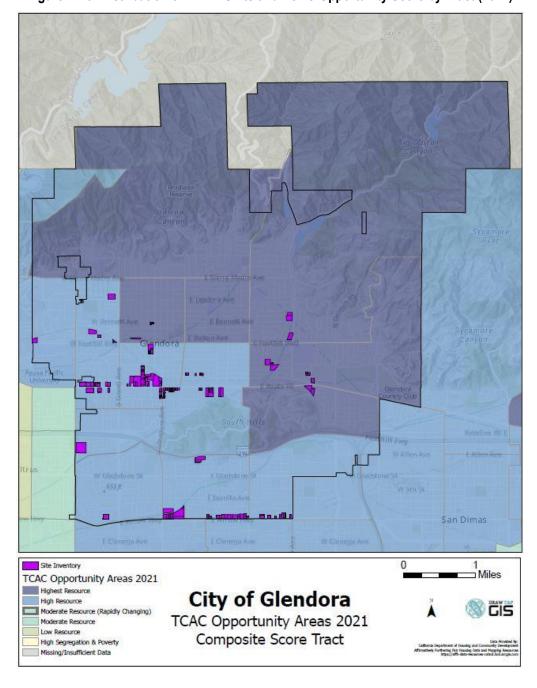


Figure D-19: Distribution of RHNA Units and TCAC Opportunity Score by Tract (2021)

Education

Two schools in Glendora are designated as a Title 1 school. These schools coordinate and integrate resources and services from federal, state, and local sources. To be considered for Title 1 school funds, at least 40 percent of the students must be considered low-income. Kidsdata.org, a program of the Lucile Packard Foundation for Children's Health, estimated that only 7.2 percent of children aged 0-17 in Glendora were living in low-income working families between 2012 and 2016. Kidsdata.org also reported that in 2019, 17 percent of students are considered high-need (i.e. those who are eligible for free or reduced price school meals, are English Learners, or are foster youth—as reported in the Unduplicated Pupil Count) compared to 71.2 percent of students in the County.

As described above, the Fair Housing Task Force determines education scores based on math and reading proficiency, high school graduation rates, and student poverty rates. Figure D-20 shows the education scores of each census tract in the City. Education scores in the City are all positive.

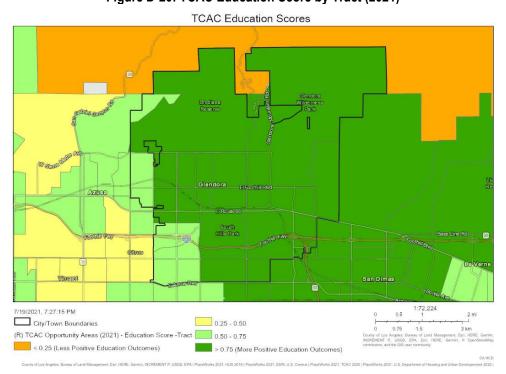


Figure D-20: TCAC Education Score by Tract (2021)

The Healthy Places Index (HPI) analyzes community conditions and variables related to economic, education, transportation, social, neighborhood, housing, clean environment, and healthcare access to estimate healthy community conditions. Figure D-21 shows the percent of the population with a bachelor's degree or higher by tract and Figure D-22 shows high school enrollment by tract. The northern half of the City has significantly higher rates of college graduates compared to the southern half. Southern Glendora tracts are also characterized by higher

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¹¹ Definition of "low income working family": children ages 0-17 living in families with incomes below 200 percent of their federal poverty threshold and with at least one resident parent who worked at least 50 weeks in the 12 months prior to the survey.

concentrations of non-White populations and persons below the poverty level (see Figure D-2 and Figure D-17).

Most tracts in the City have high school enrollment rates in the highest percentile, with the exception of one tract in the southwestern corner of the City and one tract in central Glendora. Both tracts have higher concentrations of racial/ethnic minorities (see Figure D-2). The southwestern tract is the only tract in the City with a majority Hispanic population (see Figure D-5).

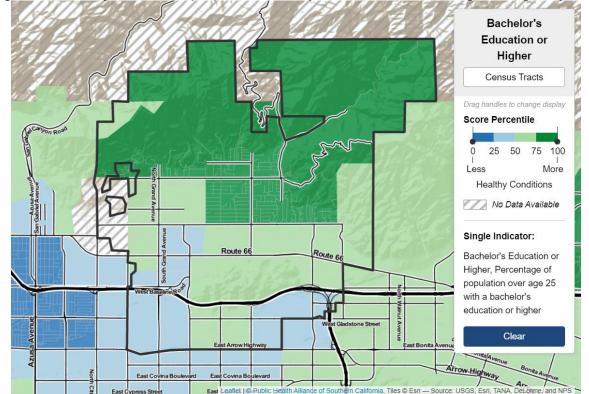
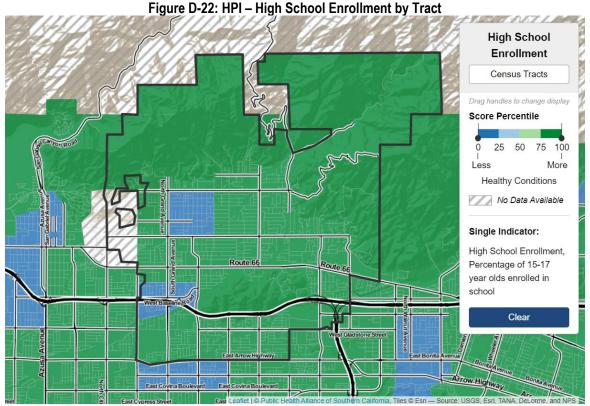


Figure D-21: Healthy Places Index (HPI) – Percent of Population with Bachelor's Degree or Higher by Tract

Source: California Healthy Places Index (HPI), HPI Indicators mapping tool, 2022.



Source: California Healthy Places Index (HPI), HPI Indicators mapping tool, 2022.

Figure D-23, below, shows the TCAC education scores by tract for the region surrounding Glendora. TCAC education scores in Glendora are generally higher than most other San Gabriel Valley jurisdictions. Cities with TCAC education scores in the highest quartile, like Glendora, include Arcadia, San Gabriel, La Verne, and the east side of Covina and West Covina. Education scores for Glendora tracts are higher than tracts in the adjacent cities of Azusa, Baldwin Park, Irwindale, and Duarte.

Educational enrollment and completion demographics for Glendora and Los Angeles County are presented in Table D-16. A larger population of Glendora residents aged 3 to 4 are enrolled in preschool (66 percent) compared to the county (54.5 percent). High school enrollment for the 15 to 17 year old population in Glendora and the county are comparable. A significantly larger proportion of Glendora residents completed high school or higher (90.1%), including 36.1 percent completing a Bachelor's degree or higher, compared to Los Angeles County. TCAC education scores, enrollment, and attainment show that access to educational opportunities is generally more favorable in the City than in much of the San Gabriel Valley and the County as a whole.

Table D-16: Educational Demographics (2018)					
	Glendora	Los Angeles County			
Preschool Enrollment	66.0%	54.5%			
(Population 3 – 4 year olds enrolled in school)	00.076	04.070			
High School Enrollment	97.1%	96.9%			
(Population 15 – 17 year olds enrolled in school)	97.170	90.9%			
Completed High School or Higher	90.1%	78.2%			
Completed Bachelor Degree or Higher	36.1%	31.2%			
Source: SCAG 2021 Local Profiles Dataset, ACS 2015-2019 (5-Ye	ear Estimates).	•			

Regional TCAC Education Scores Angeles National Forest Pasadena Glendora Cucamonga Covins COUNTY PORT West Covins EU Mante Monterey Park Ontario Pemena Angelos Chila Chino Hills entington Park Eastvale Whittler South Gate 1:288,895 9/29/2022, 11:52:47 AM 0.50 - 0.75 City/Town Boundaries (R) TCAC Opportunity Areas (2021) - Education Score -Tract > 0.75 (More Positive Education Outcomes) City of West Covina, County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, USGS, EPA, NPS, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community < 0.25 (Less Positive Education Outcomes) No Data 0.25 - 0.50 City of West Covina, County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, USGS, EPA, NPS | PlaceWorks 2021, HUD 2019 | PlaceWorks 2021, HUD 2020 | PlaceWorks 2021, ESRI, U.S. Census | PlaceWorks 2021, TCAC 2020 | PlaceWorks 2021, U.S. Department of

Figure D-23: Regional TCAC Education Scores by Tract (2021)

Economic

As described previously, the Fair Housing Task Force calculates economic scores based on poverty, adult education, employment, job proximity, and median home values. According to the 2021 Task Force maps presented in Figure D-24, the census tracts in the City are of low to moderate economic scores. The most recent unemployment rates published by the California Employment and Development Department (April 2021) show that Glendora's unemployment rate is 8.3 percent. Los Angeles County's is at 10.1 percent.

In Glendora, according to the 2014-2018 ACS, three percent of the employed labor force has a disability. These persons with a disability and employed could have been assisted by the San Gabriel/Pomona Regional Center. The San Gabriel/Pomona Regional Center is a community-based, private nonprofit corporation funded by the State of California to serve people with developmental disabilities, as required by the Lanterman Developmental Disabilities Services Act (aka Lanterman Act). The Lanterman Act is part of California law that sets out the rights and responsibilities of persons with developmental disabilities. San Gabriel/Pomona Regional Center is one of 21 regional centers throughout California and serves individuals and their families who reside within the cities of Glendora, El Monte, Monrovia, and Pomona. The Regional Center provides diagnoses and assessments of eligibility and helps plan, access, coordinate, and monitor the services that are needed by persons with a developmental disability. As of December 2017, the Regional Center had about 520 clients from Glendora.

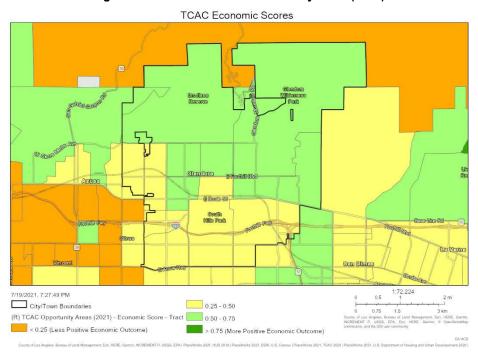


Figure D-24: TCAC Economic Score by Tract (2021)

According to the 2014-2018 ACS, the unemployment rate for Glendora residents aged 16 and older is 6.8 percent (Table D-17). Of the racial/ethnic groups, American Indian and Alaska Native residents, and the population of persons of two or more races have the highest unemployment rates of 14.2 percent and 10.4 percent, respectively. Residents of a race not listed ("some other race") and non-Hispanic White residents also have unemployment rates exceeding the citywide average. Residents below the poverty level and persons with disabilities have high unemployment rates of 27.9 percent and 14.1 percent, respectively. As discussed in Section D.2.2, *Integration*

and Segregation, above, racial/ethnic minority populations are most concentrated in the southern half of Glendora and LMI households are most concentrated in tracts along the western City boundary (see Figure D-2 and Figure D-15). Tracts with populations of persons with disabilities exceeding 10 percent are distributed throughout the City and are not concentrated in a single area (see Figure D-9).

Figure D-25 and Figure D-26 show the employment and unemployment rates by Glendora tract using 2014-2018 ACS data. Tracts with high unemployment rates are scattered throughout the City, but are generally concentrated on the western side of Glendora.

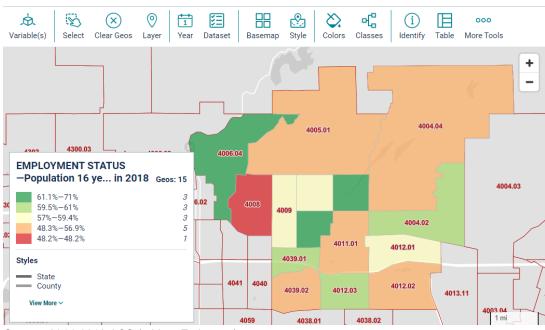
Table D-17: Employment Status by Race	Table D-17: Employment Status by Race/Ethnicity, Poverty Status, and Disability Status				
	Total	Labor Force Participation Rate	Unemployment Rate		
Population 16 years and over	41,593	63.3%	6.8%		
Black or African American	879	62.1%	3.5%		
American Indian and Alaska Native	250	45.2%	14.2%		
Asian	4,468	67.4%	5.1%		
Native Hawaiian and Other Pacific Islander	53	50.9%	0.0%		
Some other race	3,527	67.4%	8.1%		
Two or more races	2,070	67.8%	10.4%		
Hispanic or Latino origin (of any race)	13,014	67.5%	6.8%		
White alone, not Hispanic or Latino	21,846	60.2%	7.0%		
Below poverty level	2,522	49.1%	27.9%		
With any disability	2,551	51.1%	14.1%		
Source: 2014-2018 ACS	•				

Figure D-25: Percent of Employed Persons in Labor Force by Tract (2018)

American Community Surve

EMPLOYMENT STATUS—Population 16 years and over—In labor force—Civilian labor force—Employed—Percent Estimate in 15 Geos in 2018

2018 : ACS 5-Year Estimates Data Profiles



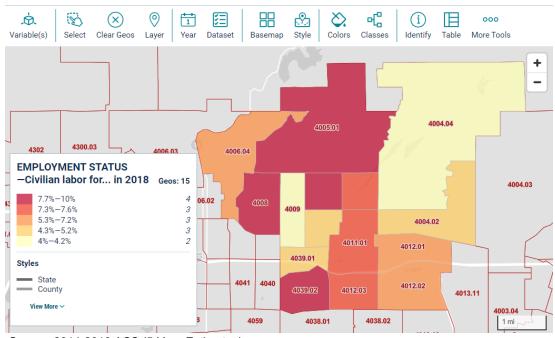
Source: 2014-2018 ACS (5-Year Estimates).

Figure D-26: Unemployment Rate by Tract (2018)

American Community Survey

EMPLOYMENT STATUS—Civilian labor force—Unemployment Rate—Percent Estimate in 15 Geos in 2018

2018 : ACS 5-Year Estimates Data Profiles



Source: 2014-2018 ACS (5-Year Estimates).

Figure D-27 shows TCAC economic scores by tract for the region surrounding Glendora. Economic scores in Glendora are generally comparable to nearby jurisdictions, including La Verne, Covina, and West Covina. Cities in the region containing tracts scoring in the highest quartile include parts of La Verne, Arcadia, and San Gabriel. Several cities in the area surrounding Glendora contain tracts with TCAC economic scores in the lowest quartile, including Pomona, Azusa, Irwindale, Baldwin Park, and El Monte. While Glendora tracts received moderate education scores, ranging from 0.25 to 0.75, economic opportunities in the City are generally consistent with neighboring jurisdictions and are superior to scores in cities south of Glendora.

As presented in Table D-18 below, the unemployment rate countywide is the same, 6.8 percent, as in Glendora, but the labor force participation rate is slightly higher. In Los Angeles County, the Black/African American population has the highest poverty rate (11.2 percent), followed by the population of two or more races (9.2 percent), and the Native Hawaiian and other Pacific Islander population (9 percent). The American Indian and Alaska Native population, population of a race not listed, and Hispanic/Latino population also have unemployment rates exceeding the countywide average. Comparatively, the Native Hawaiian and other Pacific Islander and Black/African American populations have the lowest unemployment rates in Glendora. The unemployment rate for persons below the poverty level (27.9 percent) and persons with a disability (14.1 percent) is higher than the County (21.3 percent and 13.7 percent, respectively).

TCAC economic scores for Glendora tracts, based on poverty, adult education, employment, job proximity, and median home values, reveal economic opportunities in the City are moderately accessible. However, the labor force participation rate for the American Indian and Alaska Native population in Glendora is significantly lower than other racial or ethnic groups in the City. Further, the population of two or more races in the City has a similar labor force participation rate compared to other racial/ethnic groups, but higher unemployment rate. Based on labor force participation and employment rate data in the City and County, employment opportunities may be less accessible to certain racial/ethnic groups, persons below the poverty level, and persons with a disability in the City.

Table D-18: Employment Status by Race/Ethn	Table D-18: Employment Status by Race/Ethnicity, Poverty, and Disability Status – Los Angeles County					
	Total	Labor Force Participation Rate	Unemployment Rate			
Population 16 years and over	8,115,158	64.5%	6.8%			
Black or African American	679,580	59.9%	11.2%			
American Indian and Alaska Native	56,363	64.7%	8.4%			
Asian	1,265,999	61.9%	5.0%			
Native Hawaiian and Other Pacific Islander	21,714	63.5%	9.0%			
Some other race	1,598,644	68.4%	7.1%			
Two or more races	256,081	67.9%	9.2%			
Hispanic or Latino origin (of any race)	3,667,782	66.6%	7.1%			
White alone, not Hispanic or Latino	2,328,369	63.6%	6.1%			
Below poverty level	871,418	49.7%	21.3%			
With any disability	459,182	41.1%	13.7%			
Source: 2014-2018 ACS	•	1	1			

Regional TCAC Economic Scores Altadena Pasadena La Vama Rancho Cucamonga Upland Claremont Covina West Covins El Monte 10 contanto Pemena East Los Angeles Chino Hills Mina Lon Eastvale Whitter oth Cate Downey Norceo 1:288,895 9/29/2022, 1:36:05 PM 8 mi 0.50 - 0.75 City/Town Boundaries 3.25 6.5 13 km (R) TCAC Opportunity Areas (2021) - Economic Score - Tract 0.75 (More Positive Economic Outcome) County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, USGS, EPA, NPS, Esri, HERE, Garmin, @ OpenStreetMap contributors, and the < 0.25 (Less Positive Economic Outcome) No Data 0.25 - 0.50 County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, USGS, EPA, NPS | PlaceWorks 2021, HUD 2019 | PlaceWorks 2021, ESRI, U.S. Census | PlaceWorks 2021, TCAC 2020 | PlaceWorks 2021, U.S. Department of Housing and Urban

Figure D-27: Regional TCAC Economic Scores by Tract (2021)

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Transportation

All Transit explores metrics that reveal the social and economic impact of transit, specifically looking at connectivity, access to jobs, and frequency of service. According to the data provided by All Transit, Glendora's All Transit Performance score of 5.1, illustrating a moderate combination of trips per week and number of jobs accessible that enable a moderate number of people to take transit to work. The County All Transit score is 6.8. Glendora however has a lower proportion of commuters that use transit (3.31 percent) than the County (6.66 percent).

HUD's Job Proximity Index, described previously, can be used to show transportation need geographically. Block groups with lower jobs proximity indices are located further from employment opportunities and have a higher need for transportation. As shown in Figure D-28, block groups in the City have scores mainly between 20 to 60 showing that there is low to moderate proximity to jobs for most of the City's residents. The City does have a small area of severe isolation when it comes to job proximity in the southwest corner. South of Glendora has some lower scores towards Covina that has little to no job sectors in relation to the occupied housing units. There is a larger population of racial/ethnic minorities in this area (see Figure D-2). Unemployment rates are higher in this corner of the City (see Figure D-26).

The jobs proximity index scores are anticipated to improve after the construction of the Metro Gold Line Foothill Extension in 2025 -2026. The fully funded in-progress extension will add 9.1 miles of metro rail with stations being added in Glendora, San Dimas, La Verne, and Pomona with plans to further expand with stations in Claremont and Montclair once additional funding is secured. Once completed, a trip from the extension end in Montclair to downtown Pasadena will take about 40 minutes or 75 minutes to downtown Los Angeles greatly cutting down commute time for many residents in the region.

In Glendora, the tracts with a higher majority of persons with disabilities also coincide with tracts with a lower proximity to jobs. This is also true for Hispanic residents in the southwest corner of the City who are subject to the lowest jobs proximity scores.

Glendora Mini-Bus, Dial-A-Ride service is a shared ride, curb-to-curb, transportation service administered by the City of Glendora, Community Services Department, Transportation Division. The Dial-A-Ride service is available to Glendora Residents who are 55 years of age or older, as well as residents who are younger than 55 who are unable to independently use the public transportation system due to permanent disability.

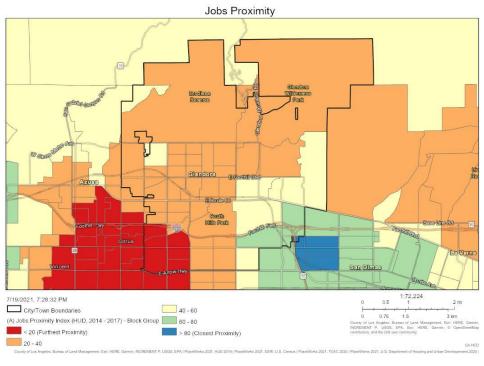
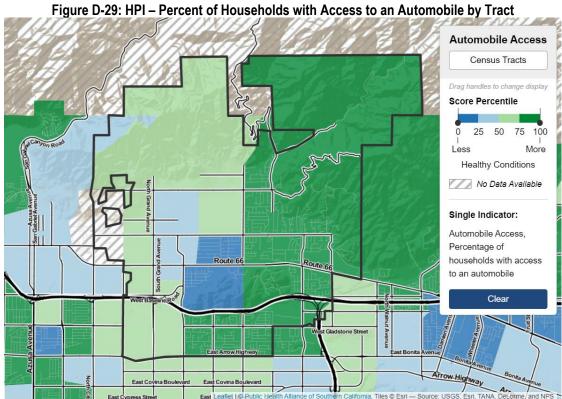


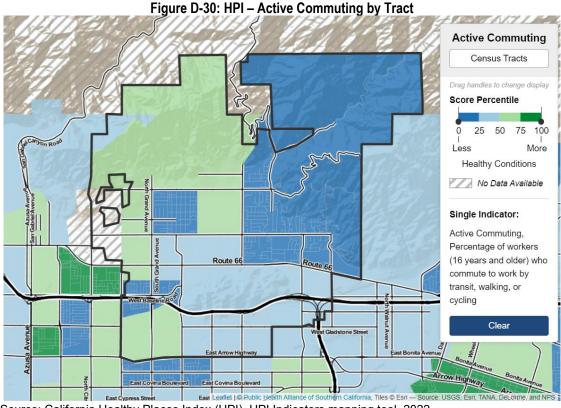
Figure D-28: HUD Jobs Proximity Index by Block Group

The HPI includes automobile access by tract (Figure D-29). In most areas of the City, tracts scored in the 50th percentile or above for access to an automobile. More than 98 percent of households in tracts on the eastern side of the City have access to a vehicle. There is a small concentration of tracts in the central area of the City scoring below the 50th percentile for automobile access. This are of the City has a higher concentration of racial/ethnic minorities and persons below the poverty level (see Figure D-2 and Figure D-17).

Most Glendora tracts scored in the lower quartiles for active commuting. Active commuting is considered using transit, walking, or cycling. This indicates that most workers in the City get to work by other means (i.e., car, taxi, carpool) (Figure D-30).



Source: California Healthy Places Index (HPI), HPI Indicators mapping tool, 2022.



Source: California Healthy Places Index (HPI), HPI Indicators mapping tool, 2022.

Environmental

Environmental health scores are determined by the Fair Housing Task Force based on CalEnviroScreen 4.0 pollution indicators and values. Figure D-31 shows that there are moderate environmental scores within the City limits. The majority of the City's RHNA is located in the 51 to 60 and 61 to 70 percent score range (Table D-19). The majority of the City's lower income RHNA units are in the tracts with a low score of 51 to 60 (47.3 percent).

According to the American Lung Association's State of the Air report, Los Angeles County received an Ozone score of "F", which means that the County experienced numerous days of unhealthy air pollution as compared to other counties and regions in the study. Over a three-year period, there were 114 days of unhealthy air that contributed to the Ozone score.

Unfortunately, areas in the southern portion of the City are subject to higher environmental scores and are also areas with a higher proportion of non-white and lower income residents. Residents who are more likely to be below the poverty level are also subject to higher environmental scores. Census tract 4039.01 that crosses the 210 freeway on the west end of the city has the highest rate of poverty with 13 percent of residents with their income in the last 12 months below the federal poverty level and an environmental score of 55. This may point out that the type of housing available in this area is all that some protected groups can afford subjecting them to higher environmental burdens.

Table D-19: RH	NA Unit Distribu	tion by CalEnvir	oScreen 4.0 Sco	res
% LMI HH	Lower	Moderate	AM	Total Units
1 - 10% (Lowest Score)	0.0%	0.0%	0.0%	0.0%
11 - 20%	0.0%	0.0%	2.4%	0.6%
21 - 30%	0.0%	0.0%	0.0%	0.0%
31 - 40%	8.5%	0.0%	11.5%	7.7%
41 - 50%	9.7%	17.7%	48.4%	20.9%
51 - 60%	47.3%	18.9%	37.7%	39.8%
61 - 70%	34.6%	63.4%	0.0%	31.0%
71 - 80%	0.0%	0.0%	0.0%	0.0%
81 - 90%	0.0%	0.0%	0.0%	0.0%
91 - 100% (Highest Score)	0.0%	0.0%	0.0%	0.0%
Total Units	1,305	413	581	2,299

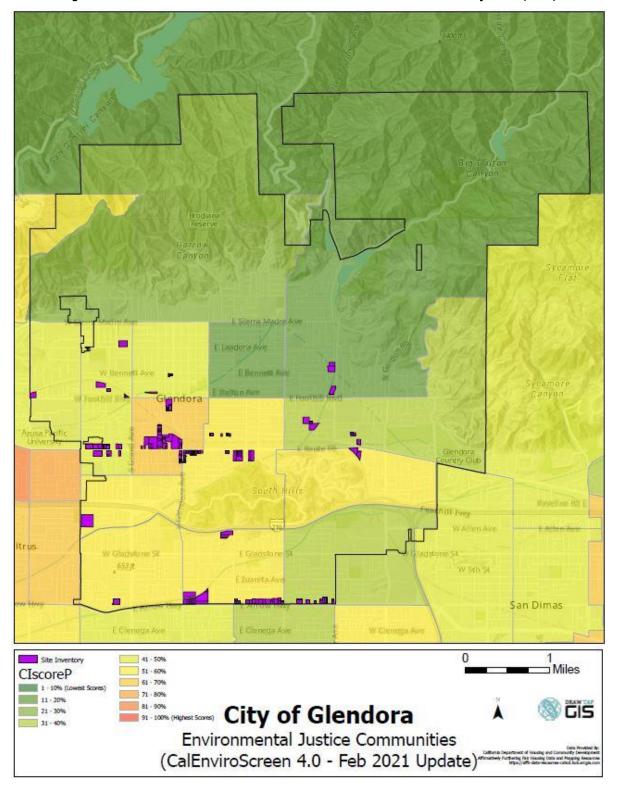
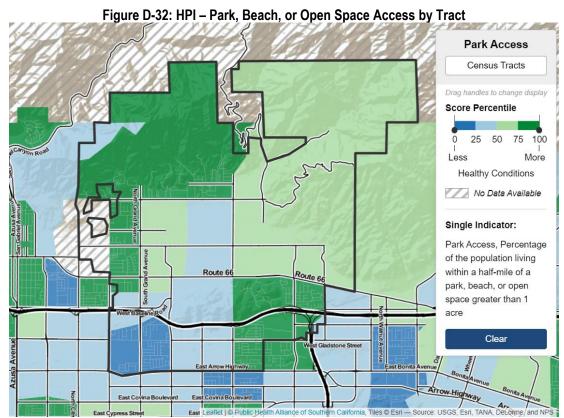


Figure D-31: Distribution of RHNA Units and CalEnviroScreen 4.0 Score by Tract (2021)

Facilities and Resources

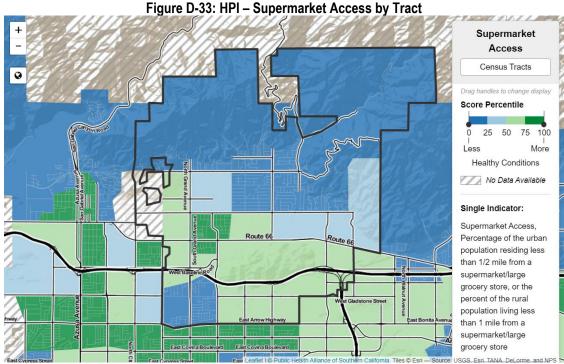
Location of facilities and resources such as parks and open space, supermarkets, transit stations, and hospitals is a key component in assessing access to opportunities. This analysis uses Healthy Places Index (HPI) and Urban Displacement Project maps to show access to facilities and resources geographically.

The percentile score for population within a tract living within a half-mile of a park, beach, or open space greater than one acre is shown in Figure D-32. The northern half and southeastern corner of the City has the greatest access to parks and open space. More than 90 percent of the population in these tracts live within half a mile of a park, beach, or open space, compared to tracts in the central and southwestern areas of the City where fewer than 85 percent of the population has access to the same resource. This area also has higher concentrations of non-Whites, persons below the poverty level, and higher unemployment rates (see Figure D-2, Figure D-17, and Figure D-26).



Source: California Healthy Places Index (HPI), HPI Indicators mapping tool, 2022.

Figure D-33 shows the percentage of the urban population residing less than half a mile from a supermarket or large grocery store, or the percent of the rural population residing less than a mile from a supermarket or large grocery store by tract. Tracts in the northern and southwestern area of the City scored in the lower percentile for supermarket accessibility. As presented above, the southwestern tract also has the least access to parks and open space.



Source: California Healthy Places Index (HPI), HPI Indicators mapping tool, 2022.

Existing, planned, and proposed transit stations are shown in Figure D-34. This map also includes hospitals in red. There are no transit stations in Glendora. There is a planned transit station in Glendora. Metro L Line under construction and to open for service in 2025. The Glendora station is shown in the map. There are two planned stations located west of the City in Azusa and one existing station south of the City in Covina. With respect to hospitals, where the map shows two facilities, there is only one hospital remaining in the City. The second hospital on Route 66 closed and is converted to a mental health facility. Both facilities are located in the center of the City near Route 66. The tracts containing hospitals also have better access to parks/open space and supermarkets.

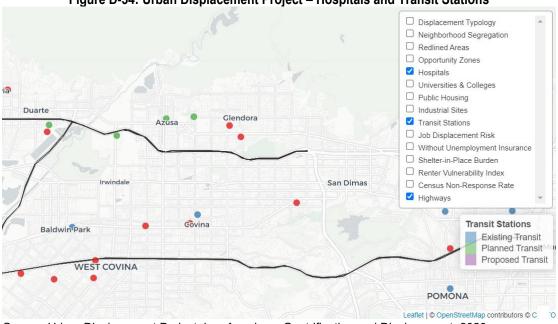


Figure D-34: Urban Displacement Project – Hospitals and Transit Stations

Source: Urban Displacement Project: Los Angeles - Gentrification and Displacement, 2020.

D.2.5 Disproportionate Housing Needs

The AFFH Rule Guidebook defines 'disproportionate housing needs' as 'a condition in which there are significant disparities in the proportion of members of a protected class experiencing a category of housing needs when compared to the proportion of a member of any other relevant groups or the total population experiencing the category of housing need in the applicable geographic area.' 24 C.F.R. § 5.152" The analysis is completed by assessing cost burden, severe cost burden, overcrowding, and substandard housing.

The Comprehensive Housing Affordability Strategy (CHAS) developed by the Census for HUD provides detailed information on housing needs by income level for different types of households in Glendora. Housing problems considered by CHAS include:

- Housing cost burden, including utilities, exceeding 30 percent of gross income;
- Severe housing cost burden, including utilities, exceeding 50 percent of gross income;
- Overcrowded conditions (housing units with more than one person per room); and/or
- Units with physical defects (lacking complete kitchen or bathroom)

Cost Burden

Measuring the portion of a household's gross income that is spent for housing is an indicator of the dynamics of demand and supply. This measurement is often expressed in terms of "over payers": households paying an excessive amount of their income for housing, therefore decreasing the amount of disposable income available for other needs. This indicator is an important measurement of local housing market conditions as it reflects the affordability of housing in the community. Federal and state agencies use overpayment indicators to determine the extent and level of funding and support that should be allocated to a community. State and federal programs typically define over-payers as those lower income households paying over 30% of household income for housing costs. A household is considered experiencing a severe cost burden if it spends more than 50% of its gross income on housing.

Table D-20 provides overpayment detail by income group and household type for Glendora between 2013 and 2017. Approximately 64 percent of low income households, 64 percent of very low income households, and 80 percent of extremely low income households were overpaying versus 15 percent of moderate income households. Out of all the households in the City, about 34 percent overpay for housing.

		Table	D-20: Hou	using Type a	and Cost	Burden			
Household by		Re	nters			Ow	ners		
Type, Income, and Housing Problem	Elderly	Small Families	Large Families	Total Renters	Elderly	Small Families	Large Families	Total Owners	Total HHs
Extremely Low Income (0-30% AMI)	280	275	60	875	440	275	60	870	1,745
With cost burden >30%	78.6%	90.9%	100.0%	80.6%	78.4%	92.7%	83.3%	81.0%	80.8%
With cost burden > 50%	53.6%	87.3%	100.0%	71.4%	71.6%	70.9%	83.3%	70.7%	71.1%
Very Low Income (31-50% AMI)	155	340	115	770	595	385	60	1,135	1,905
With cost burden >30%	87.1%	83.8%	100.0%	85.1%	36.1%	71.4%	41.7%	50.2%	64.3%
With cost burden > 50%	51.6%	52.9%	43.5%	50.0%	21.0%	58.4%	41.7%	37.0%	42.3%
Low Income (51-80% AMI)	160	615	85	980	775	475	195	1,595	2,575
With cost burden >30%	62.5%	77.2%	88.2%	74.0%	37.4%	69.5%	79.5%	57.4%	63.7%
With cost burden > 50%	0.0%	1.6%	11.8%	4.1%	12.3%	29.5%	17.9%	21.3%	14.8%
Moderate Income (81-100% AMI)	220	1,500	270	2,410	2,105	4,740	980	8,455	10,865
With cost burden >30%	13.2%	7.7%	7.4%	8.0%	9.0%	18.4%	14.8%	16.4%	14.6%
With cost burden > 50%	1.8%	0.0%	0.0%	0.2%	1.4%	1.6%	3.6%	2.0%	1.6%
Total Households	815	2,730	530	5,035	3,915	5,875	1,295	12,055	17,090
With cost burden >30%	59.4%	41.2%	50.9%	45.3%	26.6%	29.4%	29.0%	29.7%	34.3%
% With cost burden >30%	28.7%	15.8%	22.6%	20.9%	14.4%	10.8%	11.2%	12.8%	15.2%
Source: HUD CHAS 2	013-2017.								

Figure D-35 shows the census tracts in the City and the percent of households in renter-occupied housing units that have a cost burden. The census tracts in the City have a range from 20 to 60 percent of the renter households overpaying for their housing unit. Figure D-36 shows the percent of owner households that have a mortgage or mortgages with monthly owner costs that are 30

percent or more of household income. All census tracts in the City have 20 to 40 or 40 to 60 percent of households that pay more than 30 percent of their household income to their monthly housing costs.

Figure D-35 and Figure D-36 also shows the distribution of RHNA units by cost burdened renterand owner-occupied households, respectively. RHNA units are generally spread throughout the City but are most concentrated in the central and western areas of Glendora. As presented in Table D-21, over 90 percent of units selected to meet the RHNA are located in tracts where 40 to 60 percent of renter-occupied households are cost burdened. Only 8.4 percent of RHNA units, including 8.5 percent of lower income units and 13.9 percent of above moderate income units, are in tracts where fewer (20 to 40 percent) renters are cost burdened. Conversely, more units selected to meet the City's RHNA are in tracts where fewer owner-occupied households are cost burdened (Table D-22). Over 70 percent of units are in tracts where less than 40 percent of owners overpay for housing, while only 28.8 percent of units are in tracts where 40 to 60 percent of owners are cost burdened. There are no tracts in the City where more than 60 percent of renters or owners overpay for housing. Glendora's RHNA strategy does not disproportionately place lower income units in tracts where cost burden is more prevalent. While a larger proportion of RHNA units are located in tracts with a higher concentration of cost burdened renters, this is a reflection of the overall composition of the buildable area in the City. Glendora's RHNA strategy does not exacerbate any existing fair housing issues.

Table D-21: RHNA	Table D-21: RHNA Unit Distribution by % Cost Burdened Renters					
Cost Burdened Renter Households (Tract)	Low	Moderate	Above Moderate	Total		
<20%	0.0%	0.0%	0.0%	0.0%		
20-40%	8.5%	0.0%	13.9%	8.4%		
40-60%	91.5%	100.0%	86.1%	91.6%		
60-80%	0.0%	0.0%	0.0%	0.0%		
>80%	0.0%	0.0%	0.0%	0.0%		
Total	1,305	413	581	2,299		

Table D-22: RHNA Unit Distribution by % Cost Burdened Owners					
Cost Burdened Owner Households (Tract)	Low Moderate		Above Moderate	Total	
<20%	0.0%	0.0%	0.0%	0.0%	
20-40%	65.3%	100.0%	64.0%	71.2%	
40-60%	34.7%	0.0%	36.0%	28.8%	
60-80%	0.0%	0.0%	0.0%	0.0%	
>80%	0.0%	0.0%	0.0%	0.0%	
Total	1,305	413	581	2,299	

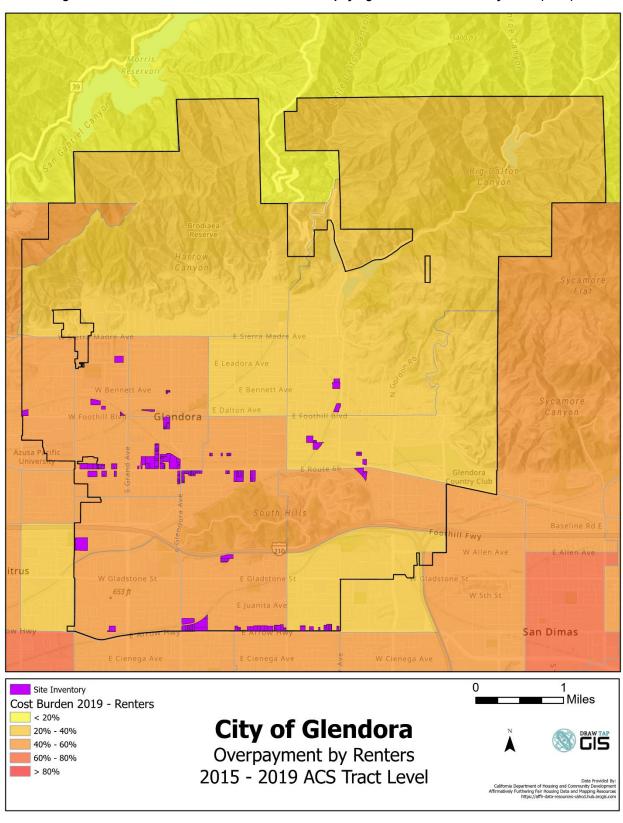


Figure D-35: Distribution of RHNA Units and Overpaying Renter Households by Tract (2019)

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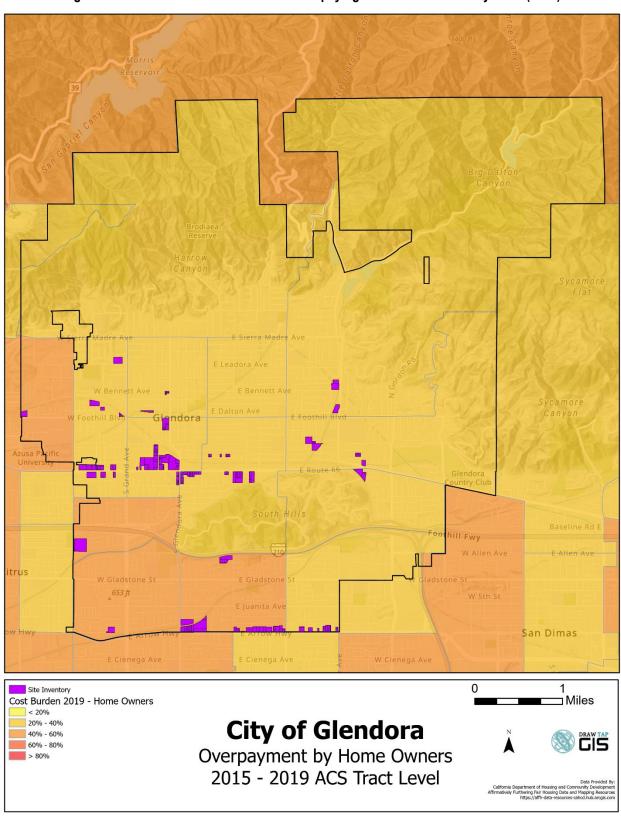


Figure D-36: Distribution of RHNA Units Overpaying Owner Households by Tract (2019)

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Overcrowding

Overcrowding is defined as housing units with more than one person per room (including dining and living rooms but excluding bathrooms and kitchen). The 2011-2015 ACS reported that about 2 percent of Glendora households lived in overcrowded conditions (Table D-23). Overcrowding disproportionately affected renters (98 percent of renters versus just two percent of owners); indicating overcrowding may be the result of an inadequate supply of larger sized rental units. The 2014-2018 ACS reported that overcrowding increased to almost four percent of all households. Similarly, renter-households were more prone to overcrowding (54 percent) compared to owner-households (45 percent), but not to the extent of 2011.

Table D-23: Overcrowded Housing Units						
Catagony	2011	-2015	2014	-2018		
Category	Number	%	Number	%		
Occupied Housing Units	16,568	100.0%	16,984	100.0%		
Overcrowded Units	403	2.4%	665	3.9%		
Owner-occupied	8	2.0%	303	45.6%		
Renter-occupied	395	98.0%	362	54.4%		
Units with 1.01-1.50 persons/room	337	83.6%	482	72.5%		
Units with 1.51-2.00 persons/room	43	10.7%	108	16.2%		
Units with 2.01 or more persons/room	23	5.7%	75	11.3%		
Source: 2011-2015 and 2014-2018 ACS.		•		•		

Table D-24 and Figure D-37 show the distribution of RHNA units by overcrowded households at the tract-level. As discussed previously there are no tracts in the City where more than 8.2 percent, the Statewide average, of households are overcrowded. Therefore, the City's RHNA strategy does not disproportionately place units in areas where overcrowding is an issue. Glendora's RHNA strategy does not contribute to any existing fair housing issues related to overcrowding.

Table D-24: RHNA Unit Distribution by % Overcrowded Households					
Overcrowded	Low	Moderate	Above	Total	
Households (Tract)	Low Moderate		Moderate	i olai	
<=8.2%	100.0%	100.0%	100.0%	100.0%	
8.3%-12%	0.0%	0.0%	0.0%	0.0%	
12.1%-15%	0.0%	0.0%	0.0%	0.0%	
15.1%-20%	0.0%	0.0%	0.0%	0.0%	
>20%	0.0%	0.0%	0.0%	0.0%	
Total	1,305	413	581	2,299	

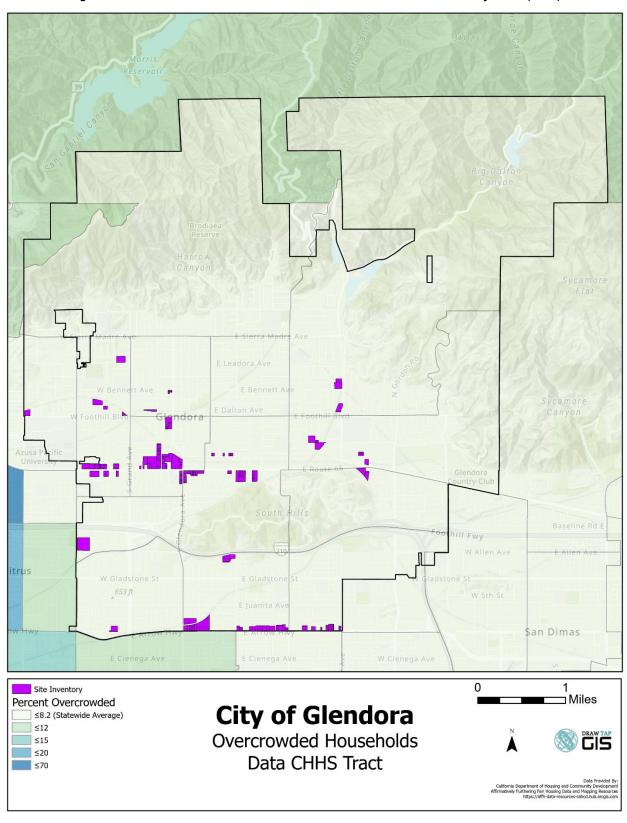


Figure D-37: Distribution of RHNA Units and Overcrowded Households by Tract (2020)

Substandard Conditions

The City estimates that about two to three percent of housing units in Glendora are in substandard condition. The City's Code Enforcement Staff estimates complaints concerning dilapidated structures and dwelling units in need of substantial rehabilitation are filed at a rate of approximately 120 per month. The City's Code Enforcement Staff notes current trends concerning substandard housing conditions are not serious structural deficiency issues.

Housing age is frequently used as an indicator of housing condition. In general, residential structures over 30 years of age require minor repairs and modernization improvements, while units over 50 years of age are likely to require major rehabilitation such as roofing, plumbing, and electrical system repairs. Over 65 percent of housing is over 50 years old in the City according the 2014-2018 ACS.

Homelessness

Homelessness is a regional (and national) problem, and in a major metropolitan region, individual municipal governments lack the resources to implement solutions to eliminate homelessness. While the exact number of homeless people in the City on any given night is unknown, a relatively small share of the region's homeless population is found in Glendora. The 2020 Greater Los Angeles Homeless Count, completed by the Los Angeles Homeless Services Authority (LAHSA), estimated that there were 145 homeless people in Glendora.

LAHSA estimates there were 66,436 persons experiencing homelessness in Los Angeles County. based on the 2020 Greater Los Angeles Homeless Point-in-Time (PIT) Count. Figure D-38 shows the Los Angeles County homeless populations from 2015 to 2020. Approximately 72 percent of the homeless population is unsheltered and 28 percent is sheltered. The homeless population has increased by nearly 50 percent since 2015, and 12.7 percent since 2019. According to Department of Finance (DOF) estimates, the entire Los Angeles County population grew by only 0.5 percent between 2015 and 2020.

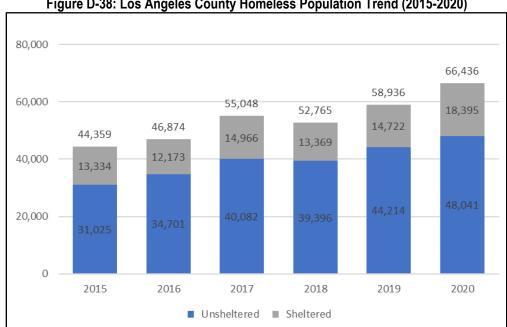


Figure D-38: Los Angeles County Homeless Population Trend (2015-2020)

Source: LAHSA, 2020 LA CoC Homeless PIT Counts.

The following data refers to the Los Angeles Continuum of Care (CoC) region, covering all Los Angeles County jurisdictions except for the cities of Long Beach, Pasadena, and Glendale. Special needs groups are considered elderly or disabled (including developmental disabilities), female-headed households, large families, farmworkers, and people experiencing homelessness.

Nearly 20 percent of the homeless population are members of families with one or more child under the age of 18, 9.9 percent are elderly persons aged 62 and older, 17 percent have a physical disability, and 8.3 percent have a developmental disability. Only 32 percent of homeless persons with a developmental disability, 17.3 percent with a physical disability, and 21.5 percent of homeless seniors are sheltered. However, most families (76.3 percent) are sheltered (Table D-25).

Table D-25: Homeless Populations and Special Needs Groups			
Special Needs Group	Sheltered	Unsheltered	Total
Developmental Disability	32.1%	67.9%	5,292
Physical Disability	17.3%	82.7%	10,833
Family Members	76.3%	23.7%	12,416
62+	21.5%	78.5%	6,290
Source: LAHSA, 2020 LA CoC Homeless Counts.			

Figure D-39 shows the Los Angeles CoC homeless population by race and ethnicity. The Hispanic/Latino, Black/African American, and White populations make up the largest proportions of the homeless population. The Black/African American population is the most overrepresented in the Los Angeles CoC region. Nearly 34 percent of homeless persons are Black or African American, compared to only 7.8 percent of the population countywide. The American Indian and Alaska Native population is also overrepresented, making up only 0.2 percent of the County population, but 1.1 percent of the homeless population.

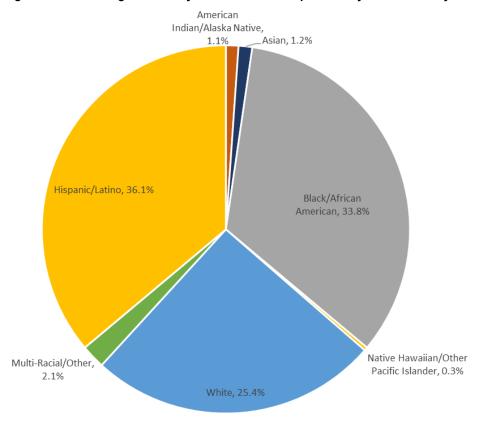


Figure D-39: Los Angeles County CoC Homeless Population by Race/Ethnicity

Page/Ethnicity	Homeless I	% LA County		
Race/Ethnicity	Persons	Percent	Population	
American Indian/Alaska Native	686	1.1%	0.2%	
Asian	774	1.2%	14.4%	
Black/African American	21,509	33.8%	7.8%	
Hispanic/Latino	23,005	36.1%	48.5%	
Native Hawaiian/Other Pacific Islander	205	0.3%	0.2%	
White	16,208	25.4%	26.2%	
Multi-Racial/Other	1,319	2.1%	2.6%	
Source: LAHSA, 2020 LA CoC Homeless Counts; 2015-2019 ACS (5-Year Estimates).				

Figure D-40 shows the distribution of homeless persons in the Los Angeles CoC region by age. Adults aged 25 to 54 make up most of the homeless population, followed by adults aged 55 to 61, and children under 18. Children account for 11.8 percent of the homeless population and seniors (age 62+) account for 9.9 percent of the population; 6.6 percent of the homeless population is transitional aged youths between the ages of 18 and 24.

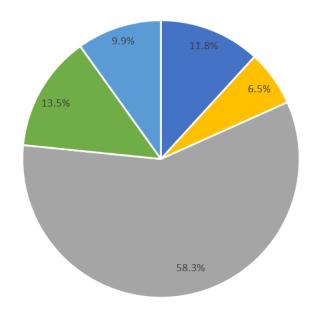


Figure D-40: Los Angeles CoC Homeless Population by Age

Under 18	18-24	25-54	55-61	62 +

Ago	Homeless	% LA County	
Age	Persons	Percent	Population
Under 18	7,491	11.8%	22.0%
18-24	4,181	6.6%	9.7%
25-54	37,138	58.3%	43.2%
55-61	8,606	13.5%	8.7%
62+	6,290	9.9%	16.4%
Source: LAHSA, 2020 LA CoC Homeless Counts; 2015-2019 ACS (5-Year Estimates).			

Figure D-41 shows the point-in-time (PIT) count trends in Glendora in 2020. In 2016, there were 206 sheltered individuals and 65 unsheltered individuals experiencing homelessness in the City. As of 2020, there are no sheltered persons in the City and the number of unsheltered individuals has increased to 145. The overall homeless population has decreased 46.5 percent since 2016, but the unsheltered homeless population has increased 123.1 percent during the same period. In 2020, most persons (32.4 percent) were on the street, followed by makeshift shelters (25.8 percent), and tends (16.8 percent).

As shown in Figure D-41, most persons experiencing homelessness during the 2020 PIT count were in tracts in the central southern and southwestern areas of the City. There were 43 individuals counted in 401101, shown in blue, accounting for nearly 30 percent of the overall homeless population. Homeless counts by Glendora tract are shown in Table D-26. There were no persons experiencing homelessness counted in tracts not listed. Tract 401002, located north of West Foothill Boulevard between North Grand Avenue and North Cullen Avenue, and tract 401102, located south of West Foothill Boulevard along South Cullen Avenue, also have larger populations of persons experiencing homelessness (20 individuals and 18 individuals, respectively). Tract 41101 has a higher concentration of racial/ethnic minorities, persons below the poverty level, and overpaying renters (see Figure D-2, Figure D-17, and Figure D-35). The

unemployment rate in this tract is also higher than most of the remainder of the City (see Figure D-26).

Table D-26: Homeless Count by Tract			
Tract	Persons	Percent of Total	
400402a	4	2.7%	
400404b	3	2.1%	
400800a	7	4.8%	
401002c	20	13.7%	
401101a	3	2.1%	
401101b	43	29.5%	
401102a	18	12.3%	
401102b	5	3.4%	
401202b	8	5.5%	
402203b	5	3.4%	
403901b	14	9.6%	
403902a	7	4.8%	
403902b	9	6.2%	

Note: LAHSA does not recommend aggregating census tract-level data to calculate numbers for other geographic levels. Due to rounding, census tract-level data may not add up to the total for Los Angeles City Council District, Supervisorial District, Service Planning Area, or the Los Angeles CoC. Source: LAHSA, 2020 LA CoC Homeless Counts Data Dashboard.

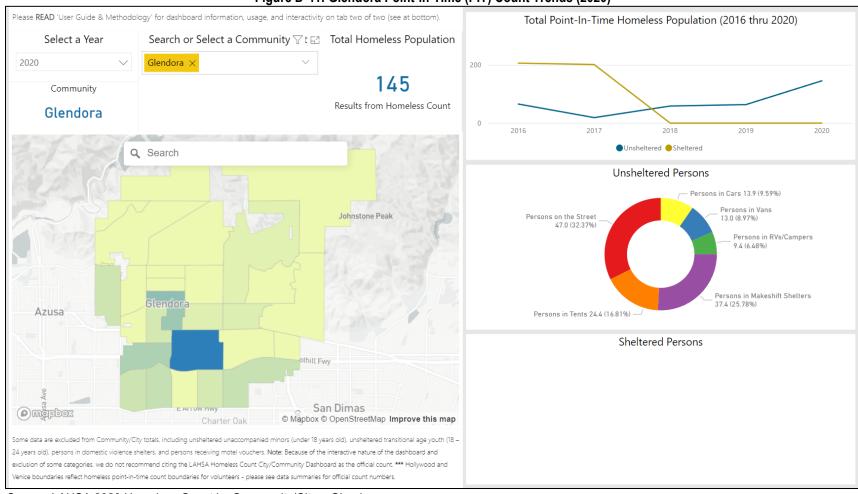


Figure D-41: Glendora Point-in-Time (PIT) Count Trends (2020)

Source: LAHSA 2020 Homeless Count by Community/City - Glendora.

The Los Angeles County Coordinated Entry System (LA County CES) assesses individuals to match them with available housing resources and programs. From July to September 2021, 44 individuals in Glendora were assessed through CES, including two families, one veteran, and seven persons aged 62 or older. Glendora is a part of Service Planning Area (SPA) 3, serving San Gabriel Valley jurisdictions. Glendora and SPA 3 CES assessments and services are presented in Table D-27.

Table D-27: Cumulative CES Statistics – Glendora (July 2021-September 2021)						
	Glendora	SPA 3	City Share of SPA 3			
CES Assessment	CES Assessment					
Total Persons	44	2,081	2%			
Individuals	42	1,596	3%			
Youth	-	192	0%			
Families	2	302	1%			
Veterans	1	103	1%			
Persons Aged 62+	7	267	3%			
Types of Services Provided to Those Assisted						
Interim Housing	17	688	2%			
Rapid Re-Housing	16	462	3%			
Street Outreach (Contacts)	8	447	2%			
Street Outreach (Engagements)	7	335	2%			
Other (Non-Permanent)	10	823	1%			
Places into Permanent Housing*	4	231	2%			

^{*} Includes persons that have moved into permanent housing during the reporting period (through either rapid rehousing, permanent supportive housing, or other permanent destinations).

Note: For households with more than one person (including families), the assessment of the head of household is applied to all members.

Source: LAHSA Homelessness Statistics by City (July 1, 2021 – September 30, 2021), November 2021.

In response to changes in the State Housing Element law, the City amended the Zoning Code in 2011 to specifically identify emergency shelters as a permitted use at two locations in the City. The two locations include twelve parcels, with a total area of 122,416 square feet (2.81 acres). No emergency shelters and transitional housing facilities are located in Glendora. However, several regional facilities serve the homeless in the Eastern San Gabriel Valley.

In addition, City Council approved a Glendora Homelessness Plan in 2018. There are two staff members from the Human Services Division in the Community Services Department assigned to the implementation of the City's Homelessness Plan. The City received grant funds or services for the City's homeless population through the County of Los Angeles, Measure H Homeless Initiative, and the San Gabriel Valley Council of Governments (SGVCOG). The City also partners with Union Station Homeless Services in Pasadena and contracts with Union Station for Housing Navigators. City staff and Housing Navigators conduct outreach and assess the homeless in Glendora for resources that can be provided to them, such as: motel vouchers, shelter housing, bridge housing, permanent supportive housing, medical needs, mental health services, apply for benefits such as Calfresh, SSI, Identification card through DMV. The City website also provides a Homeless Resource Guide that includes referrals for basic needs, food pantries, shelters and services. City staff also works with Los Angeles County and Los Angeles Homeless Service Authority for Homelessness (LAHSA).

Displacement Risk

Cost of housing within the City has become high and unattainable for a lot of residents. In 2020 the median sales price for a single-family home in Glendora was \$689,000 and increasing 22.9 percent to \$847,000 in 2021. Even though the City has a higher median income than most of the County, the average home sale prices could lead to residents moving out of the City because of the economic pressures of home ownership.

HCD defines sensitive communities as "communities [that] currently have populations vulnerable to displacement in the event of increased development or drastic shifts in housing cost." The following characteristics define a vulnerable community:

- The share of very low income residents is above 20%; and
- The tract meets two of the following criteria:
 - Share of renters is above 40%,
 - Share of people of color is above 50%,
 - Share of very low-income households (50% AMI or below) that are severely rent burdened households is above the county median,
 - They or areas in close proximity have been experiencing displacement pressures (percent change in rent above County median for rent increases), or
 - Difference between tract median rent and median rent for surrounding tracts above median for all tracts in county (rent gap).

Figure D-43 identifies that there are two census tracts that are considered to be vulnerable to urban displacement in the City. These communities are areas that have a higher concentration of low- and moderate-income persons. According to the Urban Displacement Project by UCLA the City of Glendora has only one policy measure in place to discourage displacement, Mobilehome Park Rent Stabilization. Examples of measures that help to discourage displacement include a Just Cause Eviction Ordinance or Apartment Rent Control. The City also has tracts that are the following according to the gentrification and displacement mapping tool (Figure D-43):

- At Risk of Becoming Exclusive: Moderate, mixed income, or high income tract in 2018.
 Housing affordable to middle and high income households in 2018. Increase in housing costs.
- Becoming Exclusive: Moderate, mixed income or high income tract in 2018. Housing affordable to middle and high income households in 2018. Rapid increase in housing costs. Absolute loss of low income households, 2000-2018. Declining low income and inmigration rate, 2012-2018. Median income increase since 2000.
- Stable/Advanced Exclusive: High income tract in 2000 and 2018. Affordable to high or mixed income households in 2018. Marginal change, increase, or rapid increase in housing costs.

The areas identified as being at risk for displacement are also shown to be at risk of becoming exclusive neighborhoods. Increasing housing costs, particularly rents, and the presence of LMI households in these areas (Figure D-15) makes these communities vulnerable to displacement. These census tracts also have the majority of the City's mobilehome parks. The lack of more protections on top of the Mobilehome Park Rent Stabilization for mobilehome park residents in the City could be a factor in the displacement of long time residents.

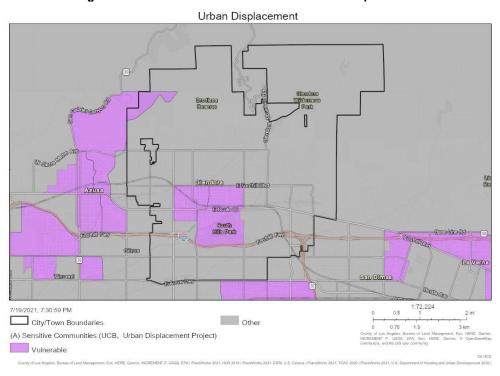
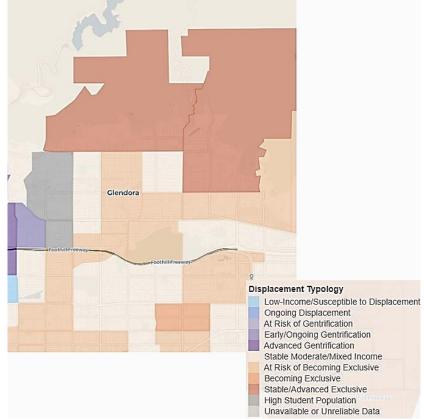


Figure D-42: Sensitive Communities At Risk of Displacement





Source: Urban Displacement Project: Displacement Typology, 2020.

D.2.6 Summary of Fair Housing Issues from the Al and Analysis

- The Housing Rights Center (HRC) is currently the City's fair housing service provider. HRC consistently assists approximately 60 Glendora residents regarding a variety of fair housing issues. Persons with disabilities continue to represent a significant proportion of HRC clients. Also, Black residents represent a disproportionate share of HRC's client profile. Continued outreach and education, as well as fair housing investigation and enforcement services are needed. Multi-lingual fair housing education and outreach is also a need in Glendora. Language barriers can be an impediment to fair housing. Linguistic isolation appears to be slightly more severe among Asian than Hispanic residents. While approximately 14 percent of Glendora residents speak "Spanish or Spanish Creole" at home, six percent speak "Asian and Pacific Islander languages." However, among "Spanish or Spanish Creole" speaking households approximately 25 percent spoke English "less than very well," compared to nearly one-half (47 percent) of Asian speaking households.
- Fair housing complaints based on disabilities continue to represent the majority of the complaints filed. HRC cites the continued need to educate landlords on reasonable accommodation.
- As part of the AI, for-sale and for-rent listings were reviewed for discriminatory languages. Both types of listings show strong preferences for families.
- As part of the 2018 Al development, an extensive analysis of lending patterns in Glendora was conducted. The following are some of the key findings:
 - o Between 2012 and 2016, the total number of applications decreased 12 percent.
 - Over 16 percent of all loan applications were withdrawn or deemed incomplete, indicating a potential lack of understanding in the homebuying and lending processes.
 - Asian applicants were noticeably overrepresented in the loan applicant pool during 2016, while Hispanics and Whites were underrepresented in the homebuying market.
 - The number of loans (frequency) with a reported spread (subprime lending) increased between 2012 and 2016, particularly among Hispanic and Asian applicants. The frequency of spread for both groups more than doubled. Furthermore, the average spread (discrepancies in interest rates) for Hispanic applicants also increased significantly while that for other groups decreased.
 - There were major discrepancies in approval rates among various lending institutions, ranging from a low approval rate of 23.9 percent for Loandepot.com to an exceptionally high rate approval at 84.5 percent for Flagstar Bank.
- Census tracts in one portion of the City, in addition to having a high concentration of minority population and LMI households, have had low changes in median income and high changes in gross rents over the last decade, which could be an indicator of potential urban displacement.

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D.3 Identification and Prioritization of Contributing Factors

The following are contributing factors that affect fair housing choice in Glendora.

D.3.1 Insufficient and Inaccessible Outreach and Enforcement

Although the City is improving on the variety of media it uses for outreach, there are limitations to what the City is able to accomplish. Outreaching to all populations in the City is challenging especially with being able to provide community meetings at different times during the day. The City also has limited funds that it can provide to support fair housing enforcement and or to help combat discrimination towards persons with disabilities.

Contributing Factors:

- Lack of a variety of inputs media (e.g., meetings, surveys, interviews)
- Lack of marketing community meetings
- Lack of meetings at various times
- Lack of local public fair housing enforcement
- Lack of resources for fair housing agencies and organizations

D.3.2 Segregation and Integration

Racial and ethnic minority populations tend to be concentrated in the southern areas of the City. The southern half of Glendora also has slightly lower concentrations of children living in married couple households. In many of these tracts, there is a larger population of persons below the poverty level and lower median incomes below the State average. Persons living in this part of the City tend to have less access to economic and transportation opportunities. The southern Glendora tracts also have a higher concentration of cost burdened renters compared to the northern tracts.

The analysis found that the cost of home ownership within the City could be unattainable for many residents and which may cause economic pressure, especially for low and moderate income households. Also, within communities finding and accessing affordable rental housing can be difficult. The Al also found that there were instances of loan discrepancies among Hispanic and Asian applicants and Hispanics were underrepresented in the market.

Contributing Factors:

- Lack of private investments in specific neighborhoods
- Location and type of affordable housing
- Lending discrimination
- Land use and zoning laws
- Lack of affordable housing

D.3.3 Disproportionate Housing Needs, Including Displacement Risks

The areas identified as being at risk of displacement are also shown to be at risk of becoming exclusive neighborhoods. Increasing housing costs, particularly rents, and the presence of LMI

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households in these areas makes these communities vulnerable to displacement. These census tracts also have the majority of the City's mobilehome parks. The lack of protection for mobilehome park residents in the City could be a factor in the displacement of long time residents, notwithstanding the Mobile home Rent Stabilization Ordinance. This area Glendora also has higher concentrations of persons experiencing homelessness. Displacement risk and housing needs disproportionately affect non-White and LMI populations, as areas with higher cost burden and displacement risk also have higher concentrations of racial/ethnic minorities and persons below the poverty level. The City does not have additional policies in place that could discourage the displacement of residents throughout the City.

Contributing Factors:

- The availability of affordable units in a range of sizes
- Displacement of residents due to economic pressures
- Lack of renter protections
- Lack of protections for mobilehome park residents
- Location and type of affordable housing
- Lack of affordable housing

Appendix E: Housing Element Glossary

Acre: a unit of land measure equal to 43,560 square feet.

Acreage, **Net**: The portion of a site exclusive of existing or planned public or private road rights-of-way.

Affordability Covenant: A property title agreement which places resale or rental restrictions on a housing unit.

Affordable Housing: Under State and federal statutes, housing which costs no more than 30 percent of gross household income. Housing costs include rent or mortgage payments, utilities, taxes, insurance, homeowner association fees, and other costs.

Annexation: The incorporation of land area into the jurisdiction of an existing city with a resulting change in the boundaries of that city.

Assisted Housing: Housing that has been subsidized by federal, state, or local housing programs.

At-Risk Housing: Multiple-family rental housing that is at risk of losing its status as housing affordable for low and moderate income tenants due to the expiration of federal, state or local agreements.

California Department of Housing and Community Development (HCD): The State Department responsible for administering State-sponsored housing programs and for reviewing housing elements to determine compliance with State housing law.

Census: The official United States decennial enumeration of the population conducted by the federal government.

Community Development Block Grant (CDBG): A grant program administered by the U.S. Department of Housing and Urban Development (HUD). This grant allots money to cities and counties for housing rehabilitation and community development activities, including public facilities and economic development.

Condominium: A building or group of buildings in which units are owned individually, but the structure, common areas and facilities are owned by all owners on a proportional, undivided basis.

Density: The number of dwelling units per unit of land. Density usually is expressed per acre," e.g., a development with 100 units located on 20 acres has density of 5.0 units per acre.

Density Bonus: The allowance of additional residential units beyond the maximum for which the parcel is otherwise permitted usually in exchange for the provision or preservation of affordable housing units at the same site or at another location.

Development Impact Fees: A fee or charge imposed on developers to pay for a jurisdiction's costs of providing services to new development.

Development Right: The right granted to a land owner or other authorized party to improve a property. Such right is usually expressed in terms of a use and intensity allowed under existing

City of Glendora | 2021-2029 HOUSING ELEMENT July 2022 zoning regulation. For example, a development right may specify the maximum number of residential dwelling units permitted per acre of land.

Dwelling, Multiple-family: A building containing two or more dwelling units for the use of individual households; an apartment or condominium building is an example of this dwelling unit type.

Dwelling, Single-family Attached: A one-family dwelling attached to one or more other one-family dwellings by a common vertical wall. Row houses and town homes are examples of this dwelling unit type.

Dwelling, Single-family Detached: A dwelling, not attached to any other dwelling, which is designed for and occupied by not more than one family and surrounded by open space or yards.

Dwelling Unit: One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of a household.

Elderly Household: As defined by HUD, elderly households are one- or two- member (family or non-family) households in which the head or spouse is age 62 or older.

Element: A division or chapter of the General Plan.

Emergency Shelter: An emergency shelter is a facility that provides shelter to homeless families and/or homeless individuals on a limited short-term basis.

Entitlement City: A city, which based on its population, is entitled to receive funding directly from HUD. Examples of entitlement programs include CDBG and HOME.

Fair Market Rent (FMR): Fair Market Rents (FMRs) are freely set rental rates defined by HUD as the median gross rents charged for available standard units in a county or Standard Metropolitan Statistical Area (SMSA). Fair Market Rents are used for the Section 8 Rental Program and many other HUD programs and are published annually by HUD.

First-Time Home Buyer: Defined by HUD as an individual or family who has not owned a home during the three-year period preceding the HUD-assisted purchase of a home. Jurisdictions may adopt local definitions for first-time homebuyer programs which differ from non-federally funded programs.

Floor Area Ratio (FAR): The gross floor area of all buildings on a lot divided by the lot area; usually expressed as a numerical value (e.g., a building having 10,000 square feet of gross floor area located on a lot of 5,000 square feet in area has a FAR of 2:1).

General Plan: The General Plan is a legal document, adopted by the legislative body of a City or County, setting forth policies regarding long-term development. California law requires the preparation of seven elements or chapters in the General Plan: Land Use, Housing, Circulation, Conservation, Open Space, Noise, and Safety. Additional elements are permitted, such as Economic Development, Urban Design and similar local concerns.

Group Quarters: A facility which houses unrelated persons not living in households (U.S. Census definition). Examples of group quarters include institutions, dormitories, shelters, military quarters,

City of Glendora | 2021-2029 HOUSING ELEMENT July 2022 assisted living facilities and other quarters, including single-room occupancy housing, where 10 or more unrelated individuals are housed.

Growth Management: Techniques used by a government to regulate the rate, amount, location and type of development,

Home Mortgage Disclosure Act (HMDA): The Home Mortgage Disclosure Act requires larger lending institutions making home mortgage loans to publicly disclose the location and disposition of home purchase, refinance and improvement loans. Institutions subject to HMDA must also disclose the gender, race, and income of loan applicants.

HOME Program: The HOME Investment Partnership Act, Title II of the National Affordable Housing Act of 1990. HOME is a federal program administered by HUD which provides formula grants to States and localities to fund activities that build, buy, and/or rehabilitate affordable housing for rent or home ownership or provide direct rental assistance to low-income people.

Homeless: Families and individuals whose primary nighttime residence is **a** public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (e.g., the street, sidewalks, cars, vacant and abandoned buildings). Sheltered homeless are families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter (e.g., emergency, transitional, battered women, and homeless youth shelters; and commercial hotels or motels used to house the homeless).

Household: The Census Bureau defines a household as all persons living in a housing unit whether or not they are related. A single person living in an apartment as well as a family living in a house is considered a household. Household does not include individuals living in dormitories, prisons, convalescent homes, or other group quarters. Pursuant to HUD, households are defined as follows: small-- two to four non-elderly persons; large- with 5 or more members; or senior - over age 62.

Household Income: The total income of all the persons living in a household. A household income is often described as very low, low, moderate, and upper incomes based upon household size and income, relative to the regional median income.

Housing Problems: Defined by HUD as a household which: (1) occupies a unit with physical defects (lacks complete kitchen or bathroom); (2) meets the definition of overcrowded; or (3) spends more than 30 percent of income on housing cost.

Housing Subsidy: Housing subsidies refer to government assistance aimed at reducing housing sales or rent prices to more affordable levels. Two general types of housing subsidy exist. Where a housing subsidy is linked to a particular house or apartment, housing subsidy is "project" or "unit" based. In Section 8 rental assistance programs the subsidy is linked to the family and assistance provided to any number of families accepted by willing private landlords. This type of subsidy is said to be "tenant based."

Housing Unit: A room or group of rooms used by one or more individuals living separately from others in the structure, with direct access to the outside or to a public hall.

Income Category: Five categories are used to classify a household according to income based on the median income for the county. Under state housing statutes, these categories are defined as follows: Extremely Low (0-30 percent Area Median Income or AMI); Very Low (31-50 percent

AMI); Low (51-80 percent AMI); Moderate (81-120 percent AMI); and Above Moderate (over 120 percent AMI).

Manufactured Housing: Housing constructed of manufactured components, assembled partly at the site rather than totally at the site. Also referred to as modular housing.

Market-Rate Housing: Housing available on the open market without any subsidy of which the price is determined by the market forces of supply and demand.

Median Income: The annual income for each household size within a region which is defined annually by HUD. Half of the households in the region have incomes above the median and half have incomes below the median.

Mobile Home: A structure, transportable in one or more sections, which is at least 8 feet in width and 32 feet in length, is built on a permanent chassis and designed to be used as a dwelling unit when connected to the required utilities, either with or without a permanent foundation.

Overcrowding: A household with more than one person per room, excluding bathrooms, kitchens, hallways, and porches. Severe overcrowding is defined as households with more than 1.50 persons per room.

Overpayment: The extent to which gross housing costs, including utility costs, exceed 30 percent of gross household income. Severe overpayment exists if gross housing costs exceed 50 percent of gross income.

Parcel: The basic unit of land entitlement. A designated area of land established by plat, subdivision, or otherwise legally defined and permitted to be used, or built upon.

Physical Defects: A housing unit lacking complete kitchen or bathroom facilities. Jurisdictions may expand the Census definition in defining units with physical defects.

Project-Based Rental Assistance: Rental assistance provided for a project, not for a specific tenant. A tenant receiving project-based rental assistance gives up the right to that assistance upon moving from the project.

Public Housing: A project-based low-rent housing program operated by independent local public housing authorities. A very low income family applies to the local public housing authority in the area in which they want to live.

Redevelopment Agency: California Law formerly provided authority to establish a Redevelopment Agency with the scope and financing mechanisms necessary to remedy blight and provide stimulus to eliminate deteriorated conditions. The law provided for the planning, development, redesign, clearance, reconstruction, or rehabilitation, or any combination of these, and the provision of public and private improvements as may be appropriate or necessary in the interest of the general welfare by the Agency. Redevelopment law required an Agency to set aside 20 percent of all tax increment dollars generated from each redevelopment project area for the purpose of increasing and improving the community's supply of housing for low and moderate income households. Current law eliminated local redevelopment agencies and the authority to establish one.

Regional Housing Needs Assessment (RHNA): The Regional Housing Needs Assessment (RHNA) is based on projections of population growth and housing unit demand and assigns a

City of Glendora | 2021-2029 HOUSING ELEMENT July 2022 share of the region's future housing need to each jurisdiction within the SCAG (Southern California Association of Governments) region. These housing need numbers serve as the basis for the update of the Housing Element.

Rehabilitation: The upgrading of a building previously in a dilapidated or substandard condition for human habitation or use.

Section 8 Housing Choice Voucher Program: A tenant-based rental assistance program that subsidizes a family's rent in a privately owned house or apartment. The program is administered by local public housing authorities. Assistance payments are based on 30 percent of household annual income. Households with incomes of 50 percent or below the area median income are eligible to participate in the program.

Service Needs: The particular services required by special populations, typically including needs such as transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services preventing premature institutionalization and assisting individuals to continue living independently.

Southern California Association of Governments (SCAG): The Southern California Association of Governments is a regional planning agency which encompasses six counties: Imperial, Riverside, San Bernardino, Orange, Los Angeles, and Ventura. SCAG is responsible for preparing the Regional Housing Needs Assessment (RHNA).

Special Needs Groups: Segments of the population which have a more difficult time finding decent affordable housing due to special circumstances. Under California Housing Element statutes, special needs groups consist of the elderly, disabled, large households, female-headed households, fameworkers, and the homeless. A jurisdiction may also consider additional special needs, such as students, military households, etc.

Subdivision: The division of a lot, tract or parcel of land in accordance with the Subdivision Map Act (California Government Code Section 66410 et seq.).

Substandard Housing: Housing which does not meet the minimum standards contained in the State Housing Code (i.e. does not provide shelter, endangers the health, safety or well-being of occupants). Jurisdictions may adopt more stringent local definitions of substandard housing.

Supportive Housing: Housing with a supporting environment, such as group homes or Single Room Occupancy (SRO) housing and other housing that includes a supportive service component such as those defined below.

Supportive Services: Services provided to residents of supportive housing for the purpose of facilitating the independence of residents. Some examples are case management, medical or psychological counseling and supervision, child care, transportation, and job training.

Tenant-Based Rental Assistance: A form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. The assistance is provided for the tenant, not for the project.

Transitional Housing: Transitional housing is temporary (often six months to two years) housing for **a** homeless individual or family who is transitioning to permanent housing. Transitional housing often includes a supportive services component (e.g. job skills training, rehabilitation counseling, etc.) to allow individuals to gain necessary life skills in support of independent living.

City of Glendora | 2021-2029 HOUSING ELEMENT July 2022 **U.S. Department of Housing and Urban Development (HUD):** The cabinet level department of the federal government responsible for housing, housing assistance, and urban development at the national level. Housing programs administered through HUD include Community Development Block Grant, HOME and Section 8, among others.

Zoning: A land use regulatory measure enacted by local government. Zoning district regulations governing lot size, building bulk, placement, and other development standards vary from district to district, but must be uniform within the same district. Each city and county adopts a zoning ordinance specifying these regulations.

	Glendora Housing Element			
				Yea
	Description	Responsible Department / Division	Status	Estimated Completion
Program 1	Community Preservation Activities	CE	On Going	1/1/2030
Program 2	Neighborhood Improvements	CD	On Going	1/1/2030
Program 3	Preservation of Assisted Housing Developments	GHA	On Going	1/1/2030
Program 4	Mobile Home Rent Stabilization	CD/GHA	On Going	1/1/2030
Program 5	Housing Choice Vouchers (Section 8)	LACDA	On Going	1/1/2030
Program 6	Energy Conservation	CD/PW	On Going	1/1/2030
Program 7	Affordable Housing Incentives	CD	Not Started	7/1/2023
Program 8	Provide Adequate Residential Sites Inventory and Monitoring of No Net Loss	CD	Completed	6/27/2023
Program 9	By-Right Approval for Projects with 20 Percent Affordable Units	CD	Completed	6/27/2023
Program 10	Replacement Housing	CD	Not Started	0/21/2023
	Lot Consolidation and Multi-Family Development			
Program 11	·	CD/PLN	Not Started	
Program 12	Density Bonus Ordinance Objective Design Standards	CD/PLN	Not Started	F/00/0004
Program 13		CD/PLN	In Progress	5/26/2024
Program 14	Accessory Dwelling Units	PLN	Not Started	1/1/2025
Program 15	Housing for Special Needs	PLN	Not Started	
Program 16	Facilitate Housing Production	PLN	In Progress	
Process Stream				
	CEQA Streamlining*	PLN	Not Started	
	Increase threshold for a Planning Commission public hearing	PLN	In Progress	3/1/2024
	Increase threshold for posted sign boards to projects greater than 10 res. units	PLN	In Progress	3/1/2024
	Reduce mailed notices for public hearings to 300-foot radius	PLN	In Progress	3/1/2024
	Revise signage rules	PLN	In Progress	3/1/2024
	Eliminate final subdivision map review by Planning Commission	PLN	In Progress	3/1/2024
Action #7	Add a Certificate of Compliance section to GMC Chapter 20	PLN	In Progress	3/1/2024
Regulatory Con	straints			
Action #8	Eliminate minimum individual residential unit sizes for multifamily projects	PLN	In Progress	3/1/2024
	Revise side and rear setbacks for SFR & MFR zones	PLN	In Progress	3/1/2024
Action #10	Allow approval of time extension by director and eliminate fee	PLN	In Progress	3/1/2024
Action #11	Eliminate 2,000-foot radius notice requirement for general plan amendments	PLN	In Progress	3/1/2024
Action #12	Eliminate supplemental notice requirement for small-posted signs	PLN	In Progress	3/1/2024
Action #13	Additional application to develop on non-conforming lot not required	PLN	In Progress	3/1/2024
Action #14	Allow existing residential dwellings on Rte. 66 with valid bldg permits to be deemed conforming	PLN	In Progress	3/1/2024
Action #15	Increase the standard time limit for construction to begin following entitlement	PLN	In Progress	3/1/2024
Action #16	Eliminate the 20' height requirement for projects	PLN	In Progress	3/1/2024
Development In				
Action #17	Allow lot line adjustments	PLN	In Progress	3/1/2024
	Allow for reduced open space or alternatives in the Route 66 and Arrow Hwy Specific plans*	PLN	In Progress	5/15/2025
	Eliminate floor area ratio (FAR) maximum for mixed use buildings	PLN	In Progress	3/1/2024
	Eliminate 1-acre minimum lot size requirement	PLN	In Progress	3/1/2024
	Allow church and other inst. type use parcels to build housing	PLN	Not Started	7/1/2024
Action #22	Allow mixed-use (multifamily, residential, and commercial) in commercial zones	PLN	Not Started	7/1/2024
	Allow Residential density bonus in mixed-use zones	PLN	Not Started	7/1/2024
	Revise design guidelines to be objective	PLN	In Progress	5/15/2025
	ning			
Action #24 Affordable Hous	Establish ministerial procedures to reduce parking requirements	PLN	Not Started	
Action #24 Affordable Hous Action #25		PLN PLN	Not Started Not Started	
Action #24 Affordable Hous Action #25 Action #26	Establish ministerial procedures to reduce parking requirements			
Action #24 Affordable House Action #25 Action #26 Action #27	Establish ministerial procedures to reduce parking requirements Revise certain development standards to promote affordable housing development	PLN	Not Started	
Action #24 Affordable House Action #25 Action #26 Action #27 Action #28	Establish ministerial procedures to reduce parking requirements Revise certain development standards to promote affordable housing development Provide fast-track permit processing and ministerial approval	PLN PLN	Not Started Not Started	
Action #24 Affordable House Action #25 Action #26 Action #27 Action #28 Action #28 Action #29	Establish ministerial procedures to reduce parking requirements Revise certain development standards to promote affordable housing development Provide fast-track permit processing and ministerial approval Adopt an "Assist in Development Program" for affordable projects	PLN PLN PLN	Not Started Not Started Not Started	6/7/2023
Action #24 Affordable House Action #25 Action #27 Action #28 Action #28 Action #28 Action #30	Establish ministerial procedures to reduce parking requirements Revise certain development standards to promote affordable housing development Provide fast-track permit processing and ministerial approval Adopt an "Assist in Development Program" for affordable projects Update density bonus ordinance to comply with the State	PLN PLN PLN PLN	Not Started Not Started Not Started Not Started	6/7/2023

GHA=Glendora Housing Authority PLN=Planning CE=Code Enforcement LACDA=Los Angeles County Development Authority PW=Public Works

* Should start this after comprehensive General Plan update circa 2025

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^{**} Will be covered through the Objective Design Standards process

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE IN ORDER TO IMPLEMENT VARIOUS HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT (FILE NO. PLN23-0016)

Community Development

City Council
December 12, 2023
(Hans Friedel, AICP, Principal Planner)

CityOfGlendora.org

Request

- 1. Introduce for first reading an Ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE IN ORDER TO IMPLEMENT VARIOUS HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT" (PROJECT PLN23-0016).
- 2. Direct the preparation of a summary of ordinance for publication pursuant to Govt Code 36933 and Resolution CC 2018-40.

Background

- The City Council adopted the Regional Housing Needs Assessment (RHNA) 6th Cycle Housing Element (the "Housing Element") on December 13, 2022
- The Housing Element has goals and policies to address Glendora's housing needs
- The goals and policies are implemented through a series of housing programs that comprise the specific actions the City will take to implement the Housing Element
- HCD's certification of the Housing Element contingent upon Glendora continuing to implement the Programs and Action Items that were committed to in the plan

Background

- This proposed Ordinance is the second package of GMC amendments to be processed in accordance with the Housing Element
- The first was an ordinance amending the GMC and the Official Zoning Map which was adopted in July of 2023 (Ordinance 2077)
- Program 16, Table 41 of the Housing Element is a matrix of 31 Housing Production Action Items constituting a series of code revisions and programs to facilitate housing production and to promote economic development
- This Ordinance implements 17 of the first 20 Action Items from Program 16, Table 41

Overview

- The proposed ordinance changes include (17 Action Items):
 - Reductions in excess noticing to bring noticing requirements in line with State requirements
 - Simplification of development standards including single-family residential setbacks and height in transitional areas for multifamily
 - Elimination of some barriers and constraints to development such as strict nonconforming lot development standards

Summary

- Fully Implementing the Housing Element Programs and Action Items will require additional code updates in the future
- This will probably constitute the single largest package of Housing Element implementation measures to come before Planning Commission and City Council
- Some future programs/action items are more complex and will require additional study and research to determine the best course of implementation

Recommendation

That the City Council:

- 1. Introduce for first reading an Ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING CERTAIN SECTIONS OF TITLE 20 (SUBDIVISIONS) AND TITLE 21 (ZONING) OF THE GLENDORA MUNICIPAL CODE IN ORDER TO IMPLEMENT VARIOUS HOUSING PRODUCTION ACTIONS FROM THE 6TH RHNA CYCLE (2021-2029) GENERAL PLAN HOUSING ELEMENT" (PROJECT PLN23-0016).
- 2. Direct the preparation of a summary of ordinance for publication pursuant to Govt Code 36933 and Resolution CC 2018-40.

- Required Action 2: Increase threshold for discretionary review | Section 6 of Ordinance
 - 1-10 Units | Building Permit
 - 11-25 units | Minor development plan (DPR) | Discretionary application with mailed notices to nearby property owners but no public hearing (Director Approved)
 - 26+ Units | Major DPR | Planning Commission Public Hearing
- **Implementation**: Amend Section 21.02.040 so that projects under 11 units are subject to an administrative review process

- Required Action 3: Increase threshold for large, posted notification sign boards to projects greater than 10 residential units | Section 4
 - Implementation: Amend 21.01.030 to increase the threshold of large, posted signs from 5 residential units to 11
- Required Actions 4, 11: Eliminate 2,000 Foot Radius Notice Requirement | Section 4
 - **Implementation:** Amend Chapter 21.01.030 to strike requirement and reduce radius of mailed notices from 500 to 300 ft to be consistent with State law

- Required Action 5: Eliminate requirement for large, posted signs for general plan amendments | Section 4
 - Implementation: Eliminate requirement for large, posted signs for general plan amendments initiated by property owners to designate non-residential property for residential use or increase residential density
- Required Actions 6: Eliminate Planning Commission Approval of Final Maps | Section 3
 - Implementation: Amend Chapter 20.16.020 Filing Maps to strike Planning Commission from submittal and approval process

- Required Action 7: New Certificate of Compliance Section | Section 3
 - Implementation: The proposed ordinance adds a Chapter 20.10 Certificate of Compliance section GMC Chapter 20 regulating subdivisions
- Required Action 8: Eliminate minimum individual unit sizes for multifamily | Section 13
- Size includes 800 sf for a one-bedroom; 1,000 sf for a two-bedroom; and 1,200 sf for a three
 -bedroom apartment may be considered unfair to multifamily as there is no such minimum
 for single-family housing
 - Implementation: Eliminate minimum individual residential unit sizes from GMC

- Required Action 9: Revise residential side and rear setbacks | Sections 8, 11, 12, 13
 - Currently a variety of side and rear setbacks from 5 ft 7 ft side to 20 ft 35 ft rear
 - ADUs/SB 9 units can have a 4 ft setback per State law making administration difficult
- Implementation: Revise multiple sections to standardize side and rear setbacks for first story/ground floor units to 4 ft (Second story setbacks unchanged)

- Required Action 10: Eliminate Time Extension Fee | Section 5
 - Implementation: Amend Chapter 21.02.010 to allow approval of time extension by Director and not just the original reviewing body (Planning Commission or City Council)
 - Update Master Fee Schedule at the next annual update to eliminate time extension fee
- Required Action 12: Eliminate Supplemental Notice Requirements for Signage | Section 4
 - Eliminate supplemental notice requirement for small-posted signs in the public right-of-way when designating non-residential property for residential use or increasing residential density
 - Implementation: Amend Chapter 21.01.030 to strike requirement for supplemental signage

- Required Action 13: Limit Separate Non-conforming Lot Application | Section 7
- Implementation: Amend Chapter 21.01.030 to exempt otherwise conforming multifamily development from non-conforming lot application process
- Required Action 15: Increase Standard Time Limit for Construction | Section 5
 - Increases the standard time limit for construction to begin following entitlement from 18 to 24 months
 - Developers are taking longer to prepare and submit construction plans
- **Implementation:** Amend Chapter 21.02.010 to increase the time limit for a permit following entitlement from 18 to 24 months

- **Required Action 16**: Eliminate the 20-ft height maximum for multifamily housing that is within 40 ft of a single-family zone | Section 13
 - Allow 25 ft max height in multifamily zones regardless of proximity to a single-family zone
 - 20 ft regulation may be viewed as unfair to multifamily housing as single-family housing allowed to be 25 ft tall
- Implementation: Revise 21 to have 25 ft height limit

- Required Action 17: Allow flexibility in nonconforming lot line adjustments | Section 7
 - Allow lot line adjustments which result in lots that are more conforming to code but may fall short of development standards
 - Current code does not allow a lot line adjustment unless the resulting lot is within 10% of the zone requirements
- **Implementation:** Amend Chapter 21.03.030 to eliminate the 10% limit

- Required Action 19: Eliminate FAR maximum for mixed use | Sections 10 and 15
 - Eliminate floor area ratio (FAR) maximum for mixed use buildings
 - Separately apply du/acre for residential and FAR for commercial
 - The FAR requirement to cover an entire mixed-use building was added in 2017 to control building mass
 - The current regulations function as an additional constraint on mixed use development
- Implementation: Amend GMC accordingly

- Required Action 20: Eliminate 1-acre minimum lot size requirement for mixed use developments in the Route 66 Specific Plan and the Arrow Hwy Specific Plan Sections 10 and 15
- Implementation: Amend Route 66 and Arrow Highway Specific Plans to remove the 1-acre minimum lot size requirement for mixed use developments

City of Glendora Minutes City Council Special Meeting



Tuesday, November 28, 2023 City Hall Council Chamber 116 E. Foothill Boulevard, Glendora Virtually via Zoom ID 9329247224

The City Council also serves as members of the Board of Directors of the Successor Agency, Housing and Financing Authority, which are concurrently convening this evening.

CALL TO ORDER

The City Council, Successor Agency and Housing Authority meeting was called to order at 5:00 p.m.

ROLL CALL

Members Present: Michael Allawos, Karen K. Davis, David J. Fredendall, Mayor Pro Tem/Vice-

Chair Mendell Thompson, and Mayor/Chair Gary Boyer

Members Absent: None

Staff Present: City Manager/Executive Director Adam Raymond, City/Agency Attorney William Wynder, Assistant City Manager Moises Lopez, Community Development Director Jeff Kugel, Recreation and Human Services Director John Aguirre, Library Director Janet Stone, Information Technology Director Sam Robbin, Public Works Director William Wittkopf, Finance Director/City Treasurer Kyle Johnson, Assistant Director Michael Sledd, City Clerk/Communications Director Kathleen Sessman, Police Chief Matt Egan, Police Captain Chris Stabio, Police Captain Michael Randazzo, Economic Development and Housing Manager Valerie Velasquez, Management Analyst Alycia Suniga, Administrative Assistant Katie Dang, Digital Media Specialist Craig Gill, Senior Digital Media Specialist Greg Morton, and Deputy City Clerk/Records Manager Roxanne Breceda

CLOSED SESSION

Closed Session titles were read into the record and City Attorney Wynder announced that Agenda Item #3 would not be considered as an update from City staff was not required at this time.

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION A closed session will be held, pursuant to Government Code §54957 to conduct an employee performance evaluation for the position of City Manager
- 2. CONFERENCE WITH LABOR NEGOTIATOR A closed session will be held, pursuant to Government Code §54957.6 with the Mayor and Mayor Pro Tem as the City negotiators, regarding labor negotiations with unrepresented employee City Manager
- 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS A closed session will be held pursuant to Government Code §54956.8, enable the City Council of the City of Glendora, property owner, to receive information from negotiator(s) Adam Raymond, William W. Wynder, Moises Lopez, Jeff Kugel, and Valerie Velasquez regarding certain real properties APN 8655-007-900, APN 8655-007-901, APN 8655-007-902 and APN 8655-021-900. The City's real property negotiator will seek direction from the City Council regarding the disposition of the property

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4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION A closed session will be held, pursuant to Government Code §54956.9 (d)(1) to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Olivares, et al. v. City of Glendora, et; Case Number: 23PSCV03141

There was no one wishing to provide public comment on the closed session items.

The meeting was convened into closed session at 5:01 p.m., closed session adjourned at 6:48 p.m. and the meeting reconvened back into open session at 7:00 p.m. with all members present.

City/Agency Attorney Wynder reported the following closed session actions: Item 1) City Council conducted the annual review and performance evaluation for the position of City Manager; Item 2) Conducted labor negotiations with one unrepresented employee for the position of City Manager; and Item 4) A privileged and confidential briefing was provided to City Council, with no reportable action taken.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Boyer.

PUBLIC COMMENT

5. Public Comments Received

There was no one wishing to provide public comment.

CITY MANAGER AND CITY ATTORNEY STATEMENTS

City Manager Raymond requested Recreation and Human Services Director Aguirre provide an update of United Way LA \$150,000 grant application recently awarded to the City for daytime services at Senior Centers.

PUBLIC HEARINGS

6. Public Hearing to consider Ordinance Amending Sections 14.20.010 through 14.20.180 to Chapter 14.20 "Rates and Charges" of Title 14 "Water" of the Glendora Municipal Code and a Resolution Establishing Water Rates and Charges

Item title was read into the record and the public hearing was declared opened.

Staff report and PowerPoint was presented.

There was no one wishing to provide public testimony.

Public Hearing was declared closed.

Meeting Date: 12/12/2023 / Packet Page #: 391

A motion was made by David J. Fredendall, seconded by Karen K. Davis, to adopt **Resolution CC 2023-51** declaring the results of the proposed Protest Ballot proceeding not meeting the majority protest, therefore, conducting establishment of water rates and charges effective January 2024 and four years of phased Consumer Price Index (CPI) increases thereto and amending the Master Schedule of Fees to include the approved water rates and charges; determined this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and conducted first reading and Introduction of **Ordinance 2079** of the City Council amending sections 14.20.010 through 14.20.180 to Chapter 14.20 "Rates and Charges," of Title 14 "Water," of the Glendora Municipal Code.

An oral roll call vote was conducted, and the motion carried 5 - 0 as follows: AYES: Michael Allawos, Karen K. Davis, David J. Fredendall, Mendell Thompson, Gary Boyer; NOES: None; ABSENT: None; ABSTAIN: None.

CONSENT CALENDAR

A motion was made by Michael Allawos, seconded by Mendell Thompson, to approve Consent Calendar Items #7 - #8 as presented affirming the actions appropriate to each item.

An oral roll call vote was conducted, and the motion carried 5 - 0 as follows: AYES: Michael Allawos, Karen K. Davis, David J. Fredendall, Mendell Thompson, Gary Boyer; NOES: None; ABSTAIN: None.

- 7. Affirm Minutes from November 14, 2023 Regular Meeting
 - The City Council, Successor Agency, Housing Authority affirmed the minutes as presented.
- 8. City of Glendora and Glendora Successor Agency Investment Report for October 2023

The City Council and Successor Agency received and filed the Monthly Investment Activity Report for October 2023.

NEW BUSINESS

9. Approve a Professional Services Agreement with SDI Presence for Citywide Information Technology Services for a Three-Year Term Commencing at an Initial Cost of \$508,860 for Year One with a Subsequent 3% Annual Increase Not to Exceed \$1,600,000 for the Term of the Agreement

A motion was made by Michael Allawos, seconded by Mendell Thompson, to approve a Professional Services Agreement with SDI Presence for City-Wide information technology services for a three-year term commencing at an initial cost of \$508,860 for year one with subsequent 3% annual increase not to exceed \$1,600,000 for the term of the agreement; and authorize the City Manager or his designee to execute the agreement with SDI Presence including minimal and/or non-substantive changes..

An oral roll call vote was conducted, and the motion carried 5 - 0 as follows: AYES: Michael Allawos, Karen K. Davis, David J. Fredendall, Mendell Thompson, Gary Boyer; NOES: None; ABSENT: None; ABSTAIN: None.

ADJOURNMENT

Meeting adjourned at 7:27 p.m.	
Kathleen R. Sessman, MMC City Clerk/Communication Director	
Minutes were approved on	

City of Glendora Minutes Joint Special Meeting



Thursday, November 30, 2023 Glendora Public Library, Bidwell Forum 140 Glendora Avenue

CALL TO ORDER

The City Council and Board of Library Trustees meeting was called to order at 5:00 p.m.

ROLL CALL

Council Members Present: Michael Allawos, Karen Davis, David Fredendall, Mayor Pro Tem Mendell Thompson, and Mayor Gary Boyer

Board of Library Trustees Present: Brianna Chew, Steven Flowers, Tomoko Toland, Vice President Carrie Johnson, and President Erica Landmann

Members Absent: None

Staff Present: City Manager Adam Raymond, Assistant City Manager Moises Lopez, Library Director Janet Stone, Public Works Director William Wittkopf, Assistant Director Michael Sledd, Administrative Assistant Gabrielle Thompson, Library Services Manager Cindy Romero, Management Analyst Elke Cathel, and City Clerk/Communications Director Kathleen Sessman.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Boyer.

CLOSED SESSION

Closed Session title was read into the record.

There was no one wishing to provide public comment on Closed Session items.

The meeting was convened into Closed Session at 5:03 p.m.

1. THREAT TO PUBLIC SERVICES OR FACILITIES A closed session will be held, pursuant to Government Code §54957, regarding a possible threat to public services or facilities.

Closed Session adjourned at 8:14 p.m. and the meeting reconvened back into Open Session at 8:14 p.m.

City Clerk/Communications Director Sessman reported the following Closed Session action: Item 1) A privileged and confidential presentation was provided to City Council and the Board of Library Trustees. Direction was provided to staff to schedule a Special Meeting on Tuesday, December 5, 2023 with no further to reportable action.

ADJOURNMENT

Meeting Date: 12/12/2023 / Packet Page #: 394

MinutesJoint Special Meeting

Thursday, November 30, 2023City Council and Board of Library Trustees

Pagetom#2. Page 6

Meeting adjourned at 5:00 p.m.

Kathleen R. Sessman, MMC
City Clerk/Communication Director

Minutes were approved on ______.



TO: CHAIR AND AUTHORITY MEMBERS DATE: DECEMBER 12, 2023

FROM: ADMINISTRATIVE SERVICES DISTRICT(S): CITYWIDE

SUBJECT: REVIEW AND AFFIRM DISBURSEMENTS FOR NOVEMBER 2023 IN THE AMOUNT OF

\$5,899,949.42

RECOMMENDATION

That the City/Agency/Authority Council:

1. Review and Affirm Disbursements for November 2023 in the amount of \$5,899,949.42.

STRATEGIC FOCUS AREAS

Not applicable

EXECUTIVE SUMMARY

For November 2023 the City disbursed the following amounts through accounts payable and payroll.

Date	A/P	Payroll	Total
11/03/2023	\$644,643.40	\$702,881.76	\$1,347,525.16
11/10/2023	\$985,573.64		\$985,573.64
11/17/2023	\$1,541,741.37	\$698,756.26	\$2,240,497.63
11/24/2023	\$1,326,352.99		\$1,326,352.99
Total	\$4,498,311.40	\$1,401,638.02	\$5,899,949.42

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

Pursuant to the Glendora Municipal Code Section 2.20.030 Departmental reports, the Finance Department shall provide a comprehensive report on disbursements, at least on a quarterly basis.

DISCUSSION

Notable disbursements in the month of November include:

Name	Amount	Description	
L.A. County Public Works	\$74,626.36	Citywide Traffic Signal Maintenance	
SDI Presence	\$84,810.00	Information Technology/Systems Consultant	
West Coast Arborists	\$153,399.00	Citywide Trees Maintenance	
Freewire Technologies	\$189,630.03	Transit Vehicles Electric Vehicle Charger	
Horizons Construction Co.	\$232,016.20	Citywide Asphalt Maintenance	
Mariposa Landscapes, Inc.	\$311,292.00	Parks/Facilities/Reservoirs Landscape Maintenance	
C.A. Public Employees Retiree	\$370,324.66	CalPERS Retirement	
BOA Express Tax	\$373,999.12	Payroll Taxes	
U.S. Bank	\$742,597.14	2019 Pension Obligation Bond Interest Expense	

Meeting Date: 12/12/2023 / Packet Page #: 396

Staff Report Page 2 of 2 Item #6. Page 2

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ENVIRONMENTAL DETERMINATION

There is no CEQA impact associated with the recommendation in this report.

Prepared By Rosemary Perez, Office Assistant

Concurs With Not Applicable

Reviewed By Kyle Johnson, Finance Director/City Treasurer Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

A. Warrant Register – November 2023

CITY OF GLENDORA

CITY COUNCIL MEETING		12/12/2023
WARRANT REGISTER FOR		11/3/2023
GENERAL WARRANT REGISTER PAYROLL EFT -	\$ \$	644,643.40 702,881.76
TOTAL	\$	1,347,525,16

PREPARED BY:

Rosemary Perez

REVIEWED BY

Finance Director/City Treasurer

Warrant Register Notes - Understanding the "Key Org"

Key Org = Fund + Dept

XXXXXXXXXX = XXXX + XXXXXX

First three digits = Fund. The funds are used for this register are listed at the end of each register.

It includes the Fund #, Fund Title and Amount spent for that fund.

Remaining four digits & subaccounts = Department and division. Below is the list of departments.

#	Department description	#	Department description
40xx	LEGIŞLATIVE	60xx	PLANNING, CRA, HOUSING
41xx	EXECUTIVE	65xx	PUBLIC WOKRS
42xx	FINANCE	70xx	LIBRARY
43xx	NON-DEPARTMENTAL	75xx	COMMUNITY SERVICES
51xx	PUBLIC SAFETY	99xx	CAPITAL PORJECTS

"X" - Provides additional details of the division within the department

SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: ACCTPA21 1 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

10110 372 7	A DISBONSEMENT TON					
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 V7892 10001 V7892 10001 V7892 10001 V7892 10001 V7892 10001 V7892 TOTAL CHECK	11/03/23 3700 11/03/23 3700 11/03/23 3700 11/03/23 3700 11/03/23 3700 11/03/23 3700	A & P COMPLIANCE TESTING	5496563 5496563 5496563 5496563	D.O. INSPECTION/AUG D.O. INSPECTION/MAY D.O. INSPECTION/AUG D.O. INSPECTION/MAY LEGAL SVC/JUNE LEGAL SVC/MAR	0.00 0.00 0.00 0.00 0.00 0.00	175.00 175.00 175.00 175.00 2,166.00 2,526.50 5,392.50
10001 V7893 10001 V7893 10001 V7893 10001 V7893 TOTAL CHECK	11/03/23 1451 11/03/23 1451 11/03/23 1451 11/03/23 1451	AKM CONSULTING ENGINEERS AKM CONSULTING ENGINEERS AKM CONSULTING ENGINEERS AKM CONSULTING ENGINEERS	5309999 5309999	CONSULTING SVC/SEP CONSULTING SVC/SEP CONSULTING SVC/SEP CONSULTING SVC/SEP	0.00 0.00 0.00 0.00 0.00	2,841.50 3,307.50 15,016.79 17,479.46 38,645.25
10001 V7894	11/03/23 6865	ALTA PLANNING & DESIGN I	2119999	GLENDORA VILLAGE PEDES	0.00	2,674.50
10001 V7895	11/03/23 3480	TRIFYTT SPORTS LLC	0017583	COMM SVC EDUCATN CLSS	0.00	4,334.40
10001 V7896 10001 V7896 TOTAL CHECK	11/03/23 1332 11/03/23 1332	ANIMAL PEST MANAGEMENT S ANIMAL PEST MANAGEMENT S		PEST CONTROL SVC/OCT PEST CONTOL SVC/OCT	0.00 0.00 0.00	138.58 301.42 440.00
10001 V7897	11/03/23 1283	ATE ROJAS WINDOW CLEANIN	2096086	WINDOW CLEANING	0.00	200.00
10001 V7898	11/03/23 4402	BPS TACTICAL INC.	0015126	VEST COVER	0.00	47.63
10001 v7899	11/03/23 1121	BRODART COMPANY	0017079	BOOKS	11.38	124.59
10001 v7900	11/03/23 6434	CHARTER COMMUNICATIONS H	5484432	INTERNET SVC/OCT	0.00	332.92
10001 V7901 10001 V7901 10001 V7901 TOTAL CHECK	11/03/23 1613 11/03/23 1613 11/03/23 1613	CLINICAL LAB OF SAN BERN CLINICAL LAB OF SAN BERN CLINICAL LAB OF SAN BERN	5316571	WTR QLTY ANALYSIS/SEP WTR QLTY ANALYSIS/MAR WTR QLTY ANALYSIS/MAY	0.00 0.00 0.00 0.00	1,147.00 1,318.00 1,740.00 4,205.00
10001 V7902 10001 V7902 10001 V7902 10001 V7902 10001 V7902 TOTAL CHECK	11/03/23 3147 11/03/23 3147 11/03/23 3147 11/03/23 3147 11/03/23 3147	COLLEY AUTO CARS INC	5496563 5496563 5496563 5496563 5496563	VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT	7.68 9.87 48.31 53.45 210.69 330.00	82.56 106.12 519.56 574.90 2,266.23 3,549.37
10001 V7903	11/03/23 1820	COMMERCIAL DOOR COMPANY	2096086	GATE MAINTENANCE	0.00	556.62
10001 V7904 10001 V7904 TOTAL CHECK	11/03/23 8080 11/03/23 8080	CORE ENVIRONMENTAL SOLUT CORE ENVIRONMENTAL SOLUT		ASBESTOS ABATEMENT ASBESTOS ABATEMENT	0.00 0.00 0.00	2,497.45 2,362.21 4,859.66
10001 V7905	11/03/23 5986	COSCO FIRE PROTECTION	5484419	ANNUAL INSPECTION	0.00	975.00
10001 V7906	11/03/23 3838	DBS BRAKE SUPPLY	5496563	VEHICLE PARTS/SUPP	0.00	82.69

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SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: ACCTPA21 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 9/2 - A	A DISBORSEMENT FON	ט				
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 V7907	11/03/23 6350	EDWARD ANTHONY GIRON, JR	0017583	COMM SVC EDUCATN CLSS	0.00	985.60
10001 V7908 10001 V7908 10001 V7908 TOTAL CHECK	11/03/23 1069 11/03/23 1069 11/03/23 1069	GALE/CENGAGE LEARNING GALE/CENGAGE LEARNING GALE/CENGAGE LEARNING	0017079 0017079 0017079	BOOKS BOOKS BOOKS	5.30 0.00 0.00 5.30	57.03 9,131.12 8,442.60 17,630.75
10001 V7909	11/03/23 7866	GENERATOR SERVICES CO.,	0016566	GENERATOR SERVICES	80.67	4,130.67
10001 V7910 10001 V7910 TOTAL CHECK	11/03/23 1171 11/03/23 1171	GEORGE'S GRAPHICS GEORGE'S GRAPHICS	0017585 0016008	HOMELESS RESOURCE GUI DALE COMM. MTG FLYER	25.32 10.05 35.37	272.32 108.05 380.37
10001 V7911 10001 V7911 10001 V7911 10001 V7911 10001 V7911 10001 V7911 10001 V7911 10001 V7911 10001 V7911 10001 V7911	11/03/23 1941 11/03/23 1941 11/03/23 1941 11/03/23 1941 11/03/23 1941 11/03/23 1941 11/03/23 1941 11/03/23 1941 11/03/23 1941	GRAINGER	5316570 5496563 5316570 0016566 5316570 5316562 0016566 5316570	EQUIPMENT PARTS/SUPP	4.78 12.35 13.48 17.27 18.12 50.88 64.76 144.44 18.99 345.07	51.40 132.77 144.98 185.81 194.78 547.25 696.56 1,553.60 204.26 3,711.41
10001 V7912	11/03/23 4703	JOHN GREEN TRUCKING	5316570	MATERIAL & DELIVERY	0.00	1,519.35
10001 V7913 10001 V7913 TOTAL CHECK	11/03/23 7618 11/03/23 7618	HORIZONS CONSTRUCTION CO HORIZONS CONSTRUCTION CO		AS NEEDED ASPHALT MAIN AS NEEDED ASPHALT MAIN	0.00 0.00 0.00	27,841.95 204,174.25 232,016.20
10001 V7914	11/03/23 5315	JMD	2556086	PS&E FOR CROSSWALK IMP	0.00	7,874.00
10001 V7915	11/03/23 2241	JOHNNY ALLEN TENNIS ACAD	0017583	COMM SVC EDUCATN CLSS	0.00	809.90
10001 V7916 10001 V7916 10001 V7916 10001 V7916 10001 V7916 TOTAL CHECK	11/03/23 6449 11/03/23 6449 11/03/23 6449 11/03/23 6449 11/03/23 6449	MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR	5496563 5496563 5496563 5496563 5496563	VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR	21.51 20.48 12.29 72.97 38.95 166.20	416.50 420.38 912.28 2,219.90 748.95 4,718.01
10001 V7917	11/03/23 3621	LA VERNE POWER EQUIPMENT	0016562	EQUIPMENT PARTS/SUPP	184.50	1,984.49
10001 v7918	11/03/23 2337	MARIPOSA LANDSCAPES, INC	0016582	WEED ABATEMENT - OPEN	0.00	7,550.00
10001 v7919	11/03/23 1203	MERCURY FENCE CO., INC.	0016566	FENCE REPAIR	0.00	775.00
10001 V7920 10001 V7920 TOTAL CHECK	11/03/23 2545 11/03/23 2545	OFFICE SOLUTIONS OFFICE SOLUTIONS	5314010 0014010	OFFICE SUPPLIES OFFICE SUPPLIES	10.28 10.28 20.56	110.55 110.56 221.11
10001 V7921	11/03/23 4008	STAPLES ADVANTAGE	0016561	OFFICE SUPPLIES	14.61	157.16

SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: ACCTPA21 3 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

1010 372 7	AI DISBONSEMENT TO	10				
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 v7922	11/03/23 4580	STERICYCLE, INC.	0015133	PICK UP SVC/BIO-HAZAR	0.00	447.40
10001 V7923 10001 V7923 TOTAL CHECK	11/03/23 7846 11/03/23 7846	STREAMLINE CORP.	5496563 5496563	PAINT CORRECTION PAINT CORRECTION	0.00 51.25 51.25	1,300.00 1,351.25 2,651.25
10001 V7924	11/03/23 7313	THE SWEETEST DESIGNS LLC	0015126	25 GOURMET COOKIES	0.00	125.00
10001 V7925	11/03/23 1138	UNDERGROUND SERVICE ALER	5316562	U/GRND SVC ALERT	0.00	391.50
10001 V7926	11/03/23 1244 11/03/23 1244	WEST COAST ARBORISTS, IN	0016584 0016584 0016584 0016584 0016584 0016584 0016584 0016584 0016584 0016584 5316584 5316584 5316584 5316584	CITY WIDE TREES MAINTE TREE - WATER FUND TREE - WATER FUND TREE - WATER FUND TREES	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	160.00 1,020.00 1,450.00 1,980.00 2,180.00 2,738.00 3,924.00 6,426.00 6,447.00 8,540.00 14,720.00 25,133.60 1,602.00 1,602.00 2,403.00 2,403.00 3,204.00 284.00 83,813.60
10001 V7927 10001 V7927 TOTAL CHECK	11/03/23 1132 11/03/23 1132	WESTERN WATER WORKS SUPP WESTERN WATER WORKS SUPP	5316570 5316570	WATERLINE PARTS/SUPP WATERLINE PARTS/SUPP	35.39 126.56 161.95	380.69 1,361.36 1,742.05
10001 V7928	11/03/23 1169	YWCA	0017585	SR NUTRITION PROG/SEP	0.00	500.00
10001 111178	11/03/23 3000	MALISSA APODACA, INC	0017583	COMM SVC EDUCATN CLSS	0.00	1,232.00
10001 111179	11/03/23 3788	ARMSTRONG GARDEN CENTERS	0015127	ALARM REFUND 9/3/23	0.00	75.00
10001 111180	11/03/23 1723	ASSOCIATION OF CALIFORNI	5316567	2024 ANNUAL AGENCY DU	0.00	25,395.00
10001 111181 10001 111181 TOTAL CHECK	11/03/23 1193 11/03/23 1193	AT&T AT&T	5484432 5484432	TELEPHONE SVC/OCT TELEPHONE SVC/OCT	0.00 0.00 0.00	67.51 578.52 646.03
10001 111182	11/03/23 6674	AVALON COLLISION CENTERS	5496563	POLICE VEHICLE REPAIR	458.02	10,256.82
10001 111183	11/03/23 1305	AZUSA LIGHT & WATER	5316571	ELECTRIC SVC/SEP	0.00	8,914.97
10001 111184	11/03/23 8096	AZUSA PACIFIC UNIVERSITY	531	UB REFUND	0.00	704.37

SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: ACCTPA21 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUNL	D - 972 - A	P DISBURSEMENT FUR	ND				
CASH ACCT	T CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	111185	11/03/23 3686	AZUSA PLUMBING SUPPLY IN	0016566	PLUMBING SUPPLIES	22.49	241.86
10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 TOTAL CHE	111186 111186 111186 111186 111186 111186 111186 111186 111186 111186 111186	11/03/23 1273 11/03/23 1273	BAKER & TAYLOR, INC.	0017078 0017078 0017078 0017078 0017079 0017079 0017079 0017079 0017079 0017079 0017079	BOOKS	26.14 26.38 39.17 44.11 2.24 2.84 3.45 6.15 9.66 11.54 15.84 20.26 21.53 229.31	286.32 288.82 428.96 483.12 24.52 31.13 37.72 67.40 105.78 126.35 173.47 221.89 235.73 2,511.21
10001	111187	11/03/23 6966	BIBLIOTHECA LLC	2297079	BIBLIOTHECA ANNUAL PO	0.00	502.60
10001	111188	11/03/23 TEMP	BRANDIE POWLEY	0015127	ALARM REFUND	0.00	50.00
10001	111189	11/03/23 3641	BURRO CANYON SHOOTING PA	0015127	RANGE FEES 10/05/23	0.00	30.00
10001 10001 10001 TOTAL CHE	111190 111190 111190 ECK	11/03/23 TEMP 11/03/23 TEMP 11/03/23 TEMP	CHARTER SPECTRUM CHARTER SPECTRUM CHARTER SPECTRUM	0016565 0016565 0016565	TEMPORARY EXCAVATION FEE CONCRETE PERMIT FEE	0.00 0.00 0.00 0.00	258.00 300.00 145.00 703.00
10001	111191	11/03/23 1135	CINTAS CORPORATION	2096086	FIRST AID SUPPLIES	9.73	104.67
10001	111192	11/03/23 4056	COCO'S CREW INC	0017583	COMM SVC EDUCATN CLSS	0.00	2,397.50
10001 10001 10001 10001 TOTAL CHE	111193 111193 111193 111193 ECK	11/03/23 1555 11/03/23 1555 11/03/23 1555 11/03/23 1555	DEPARTMENT OF CONSERVATI DEPARTMENT OF CONSERVATI DEPARTMENT OF CONSERVATI DEPARTMENT OF CONSERVATI	001 655	SMI FEE/JUL-SEP SMI FEE/JUL-SEP SMI FEE/JUL-SEP SMI FEE/JUL-SEP	0.00 0.00 0.00 0.00 0.00	719.00 3,101.56 -155.08 -71.90 3,593.58
10001	111194	11/03/23 1123	COUNTY OF LOS ANGELES	0014306	LAFCO FY23/24	0.00	2,413.24
10001 10001 TOTAL CHE	111195 111195 ECK	11/03/23 1123 11/03/23 1123	COUNTY OF LOS ANGELES IN		RADIO FREQUENCY FOR TR RADIO FREQUENCY	0.00 0.00 0.00	722.75 722.75 1,445.50
10001	111196	11/03/23 TEMP	CRAIG OCCHIATO	0014306	PERMIT REFUND	0.00	86.00
10001	111197	11/03/23 7413	A.M. CARPETS & FLOORS IN	0016566	RUG REPLACEMENT	0.00	6,627.38
10001	111198	11/03/23 6076	DD SYSTEMS INC	1039999	FINKBINER PARK PHASE2	0.00	24,248.75
10001 10001	111199 111199	11/03/23 4377 11/03/23 4377	VILLAGE EATERY VILLAGE EATERY	0014101 5314101	S. JONES RETIREMENT S. JONES RETIREMENT	0.00 0.00	93.71 93.72

SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: 5 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUN	ID - 312 - A	P DISBURSE	IMENI FUN	D				
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CH	IECK						0.00	187.43
10001	111200	11/03/23	8092	DONNA PARKER	531	UB REFUND	0.00	53.98
10001	111201	11/03/23	8095	ERIC R SAWCHUK	531	UB REFUND	0.00	154.08
10001	111202	11/03/23	2327	EWING IRRIGATION PRODUCT	2056562	IRRIGATION SUPPLIES	0.16	1.85
10001	111203	11/03/23	4959	FRONTIER	5484432	TELEPHONE SVC/OCT	0.00	119.29
10001 10001 TOTAL CH	111204 111204 IECK	11/03/23 11/03/23		DIPLOMAT JR DIPLOMAT JR	5314101 0014101	S. JONES RETIREMENT S. JONES RETIREMENT	0.00 0.00 0.00	441.00 441.00 882.00
10001	111205	11/03/23	TEMP	ILEANA PEREZ	0017581	ACTIVITY REFUND	0.00	225.00
10001	111206	11/03/23	TEMP	JESUS PULIDO	5316569	EE CLOTHES WASHER	0.00	165.00
10001	111207	11/03/23	TEMP	JOVI LLC DBA COCO'S AND	0015127	ALARM REFUND 09/07/23	0.00	186.20
10001 10001 10001 10001 10001 10001 10001 TOTAL CH	111208 111208 111208 111208 111208 111208 111208	11/03/23 11/03/23 11/03/23 11/03/23 11/03/23 11/03/23	1894 1894 1894 1894 1894	KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT	655 0015126 0015126 0015126 655 655 655	POLICE UNIFORMS	16.89 1.23 4.82 48.85 30.72 32.97 33.75 169.23	181.64 35.23 51.82 525.40 287.15 327.16 363.00 1,771.40
10001 10001 10001 10001 TOTAL CH	111209 111209 111209 111209 IECK	11/03/23 11/03/23 11/03/23 11/03/23	3252 3252	REGIONAL TAP SERVICE CEN REGIONAL TAP SERVICE CEN REGIONAL TAP SERVICE CEN REGIONAL TAP SERVICE CEN	0016052 5314216	TAP SALES/SEP TAP SALES/AUG TAP SALES/AUG TAP SALES/AUG	0.00 0.00 0.00 0.00 0.00	1,326.42 194.59 551.28 1,135.05 3,207.34
10001	111210	11/03/23	1123	LOS ANGELES COUNTY CLERK	0017581	NOE-LOUIE POMPEI PROJ	0.00	75.00
10001 10001 TOTAL CH	111211 111211 IECK	11/03/23 11/03/23	1123 1123	LOS ANGELES COUNTY PUBLI LOS ANGELES COUNTY PUBLI		SAN DIMAS WASH SAN DIMAS WASH TRAIL	0.00 0.00 0.00	1,999.87 359.41 2,359.28
10001	111212	11/03/23	5715	METROPOLITAN TRANSPORTAT	0016562	ANNUAL RENEWAL OF STR	0.00	4,500.00
10001	111213	11/03/23	8094	NIKOLE SEALS	531	UB REFUND	0.00	125.49
10001 10001 10001 10001 10001 10001 TOTAL CH	111214 111214 111214 111214 111214 111214 111214	11/03/23 11/03/23 11/03/23 11/03/23 11/03/23 11/03/23	1921 1921 1921 1921	OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT	0016051 0015133 0015133 2056562 0017581 0017581	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	8.87 2.05 54.62 50.32 16.50 33.00 165.36	95.41 22.04 587.45 541.29 177.49 354.98 1,778.66

SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: ACCTPA21 6 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

10110 372 7	A DISBONSEMENT TO					
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 111215 10001 111215 TOTAL CHECK	11/03/23 4076 11/03/23 4076	O'REILLY AUTO PARTS O'REILLY AUTO PARTS	5496563 5496563	VEHICLE PARTS/SUPP VEHICLE PARTS/SUPP	3.31 5.99 9.30	35.65 64.47 100.12
10001 111216	11/03/23 8093	PAULO VELEZ	531	UB REFUND	0.00	68.41
10001 111217 10001 111217	11/03/23 1022 11/03/23 1022	PITNEY BOWES POSTAGE BY	0017581 0017076 0016561 0014101 0014103 0016008 5314216 5316569 0014010 0014015 0015126 0016051 0014216	POSTAGE/SEP	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	171.31 172.49 0.63 1.26 3.24 6.30 8.82 42.24 114.51 343.66 524.32 203.97 222.18 1.814.93
10001 111218	11/03/23 5677	ANTON PLASIL	0017583	COMM SVC EDUCATN CLSS	0.00	382.20
10001 111219	11/03/23 8091	PRISCILLA CHAVEZ	531	UB REFUND	0.00	155.66
10001 111220	11/03/23 TEMP	RON SEMAN	655	WASTE MGMT DEP REFUND	0.00	3,291.99
10001 111221	11/03/23 8085	SARAH YOUNG	531	UB REFUND	0.00	74.69
10001 111222	11/03/23 5377	SONSRAY MACHINERY, LLC	5496563	EQUIPMENT PARTS/SUPP	71.99	757.70
10001 111223 10001 111223 TOTAL CHECK	11/03/23 3029 11/03/23 3029	SOUTHEAST CONSTRUCTION SOUTHEAST CONSTRUCTION	2056562 2056562	ST REPAIR/MAINT SUPP ST REPAIR/MAINT SUPP	29.75 31.54 61.29	319.99 339.28 659.27
10001 111224 10001 111224	11/03/23 1225 11/03/23 1225	SOUTHERN CALIFORNIA EDIS SOUTHERN CALIFORNIA EDIS	0016561 0016561 0016561 0016582 0016561 0015126 2056584 0016584	ELECTRIC UTILITY/SEP	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	81.80 117.38 184.84 203.26 17.94 23.51 636.47 1,948.22 1,948.23 3,390.00 8,551.65
10001 111225	11/03/23 2783	SPRAGUES READY MIX	2056562	ST REPAIR/MAINT SUPP	55.43	596.18
10001 111226	11/03/23 7353	MINI EXPRESS	2314390	TRAIN RENTAL BALANCE	0.00	1,900.00

SUNGARD PENTAMATION DATE: 11/07/2023 TIME: 09:08:39 PAGE NUMBER: ACCTPA21 7 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231103 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 372 - F	RF DISBURSEMENT FUN	iD				
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 111227	11/03/23 TEMP	SUSAN MONTGOMERY	5316569	IRR CONTROLLER	0.00	78.77
10001 111228	11/03/23 2355	THE REGENTS OF THE UNIVE	0016051	ACCT 947808	28.87	341.72
10001 111229	11/03/23 4637	TOP BILLING ENTERTAINMEN	0017583	COMM SVC EDUCATN CLSS	0.00	2,118.20
10001 111230 10001 111230 TOTAL CHECK	11/03/23 3229 11/03/23 3229	TRANSPORTATION CONCEPTS TRANSPORTATION CONCEPTS	2096086 2096086	OPS AND MAINT/SEP OPS AND MAINT/SEP	0.00 0.00 0.00	1,125.67 62,248.59 63,374.26
10001 111231	11/03/23 4961	TRANSUNION RISK & ALTERN	0015128	PERSON SEARCH/SEP	0.00	97.00
10001 111232 10001 111232 10001 111232 10001 111232 10001 111232 10001 111232 TOTAL CHECK	11/03/23 1924 11/03/23 1924 11/03/23 1924 11/03/23 1924 11/03/23 1924 11/03/23 1924	UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION	0016582 0016584 2556584 5316570 5496563 5496563	PARKS TREES TREES / MEASURE M WATER - DISTRIBUTION FLEET FLEET	0.00 0.00 0.00 0.64 1.65 1.65 3.94	25.97 12.97 12.97 379.28 210.30 210.30 851.79
10001 111233 10001 111233 TOTAL CHECK	11/03/23 1029 11/03/23 1029	VERIZON CALIFORNIA VERIZON CALIFORNIA	5484419 5484432	TELEPHONE SVC/SEP TELEPHONE SVC/SEP	0.00 0.00 0.00	7,469.64 1,586.39 9,056.03
10001 111234	11/03/23 1561	TAS	0015126	EMBROIDERY	4.10	44.10
10001 111235	11/03/23 5837	VISITING ANGELS	0015127	ALARM REFUND #22623	0.00	60.00
10001 111236	11/03/23 1189	VULCAN MATERIALS COMPANY	2056562	ASPHALT/ST PATCHING	25.30	314.48
10001 111237 10001 111237 TOTAL CHECK	11/03/23 3394 11/03/23 3394	WALTERS WHOLESALE ELECTR WALTERS WHOLESALE ELECTR		ELECTRIC SUPPLIES ELECTRIC SUPPLIES	9.87 2.54 12.41	113.63 29.39 143.02
10001 111238	11/03/23 TEMP	WILLIAM GILLESPIE	0015127	ALARM REFUND #18634	0.00	50.00
10001 111239	11/03/23 TEMP	YOUNG REMBRANDTS	0017583	COMM SVC EDUCATN CLSS	0.00	1,234.80
TOTAL CASH ACCOUNT					2,733.79	644,643.40
TOTAL FUND					2,733.79	644,643.40
TOTAL REPORT					2,733.79	644,643.40

SUNGARD PENTAMATION DATE: 11/03/2023 TIME: 10:16:48

CITY OF GLENDORA CHECK AND VOUCHER REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11 ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001 205 209 211 255 530 531	GENERAL FUND STATE GAS TAX FUNDS PROP A TRANSIT FUND PROP C TRANSIT FUND MEASURE M WATER CAPITAL PROJECTS WATER OPERATIONS FUND	120,994.15 204,174.25 756.62 2,674.50 7,874.00 38,645.25 47,317.67
548	TECHNOLOGY FUND	1,307.92
549	VEHICLE REPLACEMENT FUND	16,526.59
655	TRUST FUND	284.00
TOTAL	REPORT	440,554.95

SUNGARD PENTAMATION DATE: 11/03/2023 TIME: 09:58:24

CITY OF GLENDORA CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11

ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001	GENERAL FUND	38,303.50
103 205	MEASURE E FUND STATE GAS TAX FUNDS	24,248.75 4,061.29
209	PROP A TRANSIT FUND	66,250.85
217 229	MEASURE A/PARKS LIBRARY FOUNDATION	3,390.00 502.60
231	GLENDORA VILLAGE BUS DIST	1,900.00
255 531	MEASURE M WATER OPERATIONS FUND	2,372.25 37,406.76
548	TECHNOLOGY FUND	9,821.35
549 655	VEHICLE REPLACEMENT FUND TRUST FUND	11,535.24 4.295.86
	REPORT	204,088.45

CITY OF GLENDORA

TOTAL	\$ 985,573.64
PAYROLL EFT -	\$ -
GENERAL WARRANT REGISTER	\$ 985,573.64
WARRANT REGISTER FOR	11/10/2023
CITY COUNCIL MEETING	12/12/2023

PREPARED BY:

Rosemary Perez

REVIEWED BY

Finance Director/City Treasurer

Warrant Register Notes - Understanding the "Key Org"

Key Org = Fund + Dept

XXXXX = XXXX + XXXXX

First three digits = Fund. The funds are used for this register are listed at the end of each register.

It includes the Fund #, Fund Title and Amount spent for that fund.

Remaining four digits & subaccounts = Department and division. Below is the list of departments.

#	Department description	#	Department description
40xx	LEGISLATIVE	60xx	PLANNING, CRA, HOUSING
41xx	EXECUTIVE	65xx	PUBLIC WOKRS
42xx	FINANCE	70xx	LIBRARY
43xx	NON-DEPARTMENTAL	75xx	COMMUNITY SERVICES
S1xx	PUBLIC SAFETY	99хх	CAPITAL PORIECTS

"X" - Provides additional details of the division within the department

SUNGARD PENTAMATION DATE: 11/09/2023 TIME: 17:14:41 PAGE NUMBER: ACCTPA21 1 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231110 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

1 0110	312 A	DISBORS	LINEIVI TON					
CASH ACCT CH	IECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	v7929	11/10/23	7694	88844MOTOR	5496563	LABOR/VEHICLE PARTS	269.68	3,950.68
10001	v7930	11/10/23	2392	AFLAC - GROUP	970	AFLAC GP 10/23	0.00	2,975.71
10001	v7931	11/10/23	2392	AFLAC - INDIV	970	AFLAC IP 10/23	0.00	2,828.02
10001 10001	V7932 V7932 V7932 V V7932 V	11/10/23 11/10/23 11/10/23 11/10/23	1451 1451	AKM CONSULTING ENGINEERS AKM CONSULTING ENGINEERS AKM CONSULTING ENGINEERS AKM CONSULTING ENGINEERS	0017583 0017583	PROF SERVICES/SEP COMM SVC EDUCATN CLSS COMM SVC EDUCATN CLSS PROF SERVICES/SEP	0.00 0.00 0.00 0.00 0.00	1,044.00 490.00 -490.00 -1,044.00 0.00
10001	v7933	11/10/23	1113	AFSCME DISTRICT COUNCIL	970	AFSCME DUES	0.00	1,445.12
10001	v7934	11/10/23	2209	AGI ACADEMY	0017585	COMM SVC EDUCATN CLSS	0.00	245.00
10001 10001 10001	V7935 V7935 V7935 V7935 V7935	11/10/23 11/10/23 11/10/23 11/10/23 11/10/23	1332 1332 1332	ANIMAL PEST MANAGEMENT S	0016582 0016566 0016566	PEST CONTROL SVC/JUL BEE HIVE REMOVAL PEST CONTROL SVC/OCT PEST CONTROL SVC/OCT CITY WIDE STRUCTURAL	0.00 0.00 0.00 0.00 0.00 0.00	150.00 150.00 150.00 300.00 1,530.00 2,280.00
10001	v7936	11/10/23	7910	BADGE FRAME, INC	0015126	NAME PLATE	0.00	80.00
	V7937 V7937	11/10/23 11/10/23		BLACK AND WHITE EMERGENC BLACK AND WHITE EMERGENC		EMERGENCY REPLACEMENT LIGHTS	406.43 2,181.95 2,588.38	6,371.58 23,469.25 29,840.83
10001	v7938	11/10/23	6158	BOA EXPRESS TAX	970	PAYROLL TAXES	0.00	193,861.01
10001 10001	V7939 V7939 V7939 V7939	11/10/23 11/10/23 11/10/23 11/10/23	1110 1110	CA.PUBLIC EMPLOYEES RETI CA.PUBLIC EMPLOYEES RETI CA.PUBLIC EMPLOYEES RETI CA.PUBLIC EMPLOYEES RETI	970 0014306	PERS HEALTH 11/23 PERS RETIREMENT PERS HEALTH 11/23 PERS HEALTH 11/23	0.00 0.00 0.00 0.00 0.00	116,187.64 184,421.97 7,269.00 97.47 307,976.08
10001 10001 10001 10001 10001	V7940 V7940 V7940 V7940 V7940 V7940 V7940	11/10/23 11/10/23 11/10/23 11/10/23 11/10/23 11/10/23 11/10/23	1541 1541 1541 1541 1541	CLEAN SWEEP SUPPLY CO.,	0016566 0016566 0016566 0016566 0016566 0016566	CLEANING SUPPLIES	51.41 58.25 66.52 14.71 22.80 17.58 19.97 251.24	593.66 667.22 715.53 158.20 245.23 189.06 214.77 2,783.67
10001 10001	V7941 V7941 V7941 V7941	11/10/23 11/10/23 11/10/23 11/10/23	3147 3147	COLLEY AUTO CARS INC COLLEY AUTO CARS INC COLLEY AUTO CARS INC COLLEY AUTO CARS INC	5496563 5496563 5496563 5496563	VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT	2.45 57.40 108.60 0.00 168.45	26.40 617.41 1,168.15 49,999.99 51,811.95

SUNGARD PENTAMATION DATE: 11/09/2023 TIME: 17:14:41 PAGE NUMBER: ACCTPA21 2 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231110 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND									
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT			
10001 V7942	11/10/23 5986	COSCO FIRE PROTECTION	5484419	ANNUAL INSPECTION	5.03	932.03			
10001 V7943 10001 V7943 10001 V7943 TOTAL CHECK	11/10/23 7585 11/10/23 7585 11/10/23 7585	TANGLED WEB SOLUTIONS TANGLED WEB SOLUTIONS TANGLED WEB SOLUTIONS	0015126 0015126 0015126	BACKGROUND INVESTIGAT BACKGROUND INVESTIGAT BACKGROUND INVESTIGAT	0.00 0.00 0.00 0.00	287.50 1,600.00 1,600.00 3,487.50			
10001 V7944	11/10/23 7415	D AND H WATER SYSTEMS, I	5316571	T TUBES	30.86	381.96			
10001 v7945	11/10/23 3276	DOCU-TRUST	0014010	OFF-SITE STORAGE	0.00	71.58			
10001 V7946	11/10/23 4172	EDMARK GRAPHICS INC.	0015126	BUSINESS CARDS	16.40	176.40			
10001 V7947	11/10/23 1618	EXCEL ELECTRIC FIRE	0016566	FIRE ALARM SERVICE	0.00	400.00			
10001 V7948 10001 V7948 10001 V7948 TOTAL CHECK	11/10/23 7836 11/10/23 7836 11/10/23 7836	FDAC EBA FDAC EBA FDAC EBA	970 5314306 970	FRMS MEDICAL 11/23 FRMS MEDICAL 11/23 FRMS MEDICAL 11/23	0.00 0.00 0.00 0.00	64,021.31 570.78 1,543.22 66,135.31			
10001 V7949	11/10/23 5402	FOOTHILL COMMUNICATIONS,	0015127	RADIO SUPPLIES	0.00	370.00			
10001 v7950	11/10/23 7866	GENERATOR SERVICES CO.,	0016566	EMERGENCY REPAIRS	0.00	1,152.47			
10001 v7951	11/10/23 1112	GLENDORA CITY EMPLOYEE A	970	EMPLOYEE SOCIAL GROUP	0.00	600.00			
10001 v7952	11/10/23 1115	GLENDORA MANAGEMENT ASSO	970	GMA DUES	0.00	430.00			
10001 V7953 10001 V7953 TOTAL CHECK	11/10/23 1117 11/10/23 1117	GLENDORA POLICE MANAGEME GLENDORA POLICE MANAGEME		PMA/CLEA LTD DUES PMA/CLEA LTD DUES	0.00 0.00 0.00	438.00 162.00 600.00			
10001 v7954	11/10/23 3998	GMS ELEVATOR SERVICES, I	0017585	ELEVATOR MAINT/OCT	0.00	115.00			
10001 v7955	11/10/23 4703	JOHN GREEN TRUCKING	5316570	MATERIAL DELIVERY	0.00	4,833.49			
10001 V7956 10001 V7956 TOTAL CHECK	11/10/23 7201 11/10/23 7201	INFOSEND, INC. INFOSEND, INC.	5316567 5316567	RESIDENTIAL MAILING OF RESIDENTIAL MAILING OF	193.86 0.00 193.86	2,288.17 3,889.67 6,177.84			
10001 V7957	11/10/23 1173	INLAND VALLEY HUMANE SOC	0015139	ANIMAL CONTROL/NOV	0.00	18,783.75			
10001 v7958	11/10/23 6981	JAVIER DJEU TENNIS	0017583	COMM SVC EDUCATN CLSS	0.00	336.00			
10001 V7959 10001 V7959 10001 V7959 TOTAL CHECK	11/10/23 6449 11/10/23 6449 11/10/23 6449	MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR	5496563 5496563 5496563	VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR	0.00 5.11 101.98 107.09	660.00 735.06 1,546.98 2,942.04			
10001 V7960 10001 V7960 TOTAL CHECK	11/10/23 6883 11/10/23 6883	LINCOLN NATIONAL LIFE IN LINCOLN NATIONAL LIFE IN		VOL AD&D 11/23 LIFE/LTD/VOL LIFE NOV	0.00 0.00 0.00	645.52 12,020.48 12,666.00			

SUNGARD PENTAMATION DATE: 11/09/2023 PAGE NUMBER: 3 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231110 00:00:00.000' ACCOUNTING PERIOD: 5/24

TIME: 17:14:41

FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND								
CASH ACCT C	HECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT	
10001	v7961	11/10/23 1203	MERCURY FENCE CO., INC.	0016566	FENCE REPAIR	0.00	425.00	
10001	v7962	11/10/23 7369	MIDAMERICA ADMIN&RETIRE	970	EXEC MGMT - HRA	0.00	500.00	
10001	v7963	11/10/23 7369	MIDAMERICA ADMIN&RETIRE	970	PART TIME RETIREMENT	0.00	4,046.44	
10001 10001 TOTAL CHECK	V7964 V7964	11/10/23 6962 11/10/23 6962	MIDWEST TAPE LLC MIDWEST TAPE LLC	0017079 0017079	BOOKS BOOKS	5.43 9.02 14.45	58.42 97.00 155.42	
10001	v7965	11/10/23 3836	MOBILE SCREENING SOLUTIO	0014103	DOT DRUG SCREEN	0.00	424.95	
10001	v7966	11/10/23 6882	MUNICIPAL DENTAL POOL	970	DENTAL - NOV 2023	0.00	12,397.84	
10001 10001 10001 10001 TOTAL CHECK	V7967 V7967 V7967 V7967	11/10/23 5012 11/10/23 5012 11/10/23 5012 11/10/23 5012	NATIONWIDE RETIREMENT SO NATIONWIDE RETIREMENT SO NATIONWIDE RETIREMENT SO NATIONWIDE RETIREMENT SO	970 970	457 PLAN 457 PLAN 457 PLAN EXEC 401A PLAN	0.00 0.00 0.00 0.00 0.00	8,470.99 34,293.00 1,852.18 2,916.69 47,532.86	
10001 10001 10001 TOTAL CHECK	V7968 V7968 V7968	11/10/23 6692 11/10/23 6692 11/10/23 6692	OCEAN BLUE ENVIRONMENTAL OCEAN BLUE ENVIRONMENTAL OCEAN BLUE ENVIRONMENTAL	0016575	WASTE CLEANUP WASTE CLEANUP WASTE CLEANUP	0.00 0.00 0.00 0.00	1,057.57 1,238.47 1,206.99 3,503.03	
10001	v7969	11/10/23 2871	OVERDRIVE, INC.	2297079	BOOKS	0.00	998.19	
10001 10001 10001 TOTAL CHECK	V7970 V7970 V7970	11/10/23 2181 11/10/23 2181 11/10/23 2181	PINPOINT INDUSTRIES, INC PINPOINT INDUSTRIES, INC PINPOINT INDUSTRIES, INC	0014103	SHIRTS PRINTING SERVICES PRINTING SERVICES	65.38 151.68 37.92 254.98	747.93 1,631.52 407.88 2,787.33	
10001 10001 TOTAL CHECK	V7971 V7971	11/10/23 1116 11/10/23 1116	POLICE ASSOCIATION POLICE ASSOCIATION	970 970	POA/ASSOC DUE POA/ASSOC DUE	0.00 0.00 0.00	2,400.00 83.13 2,483.13	
10001	v7972	11/10/23 6244	PR DIAMOND PRODUCTS INC	5316570	EQUIPMENT PARTS/SUPP	0.00	1,174.00	
10001	v7973	11/10/23 7577	LEGALSHIELD	970	LEGAL&ID SHIELD 10/23	0.00	568.30	
10001	v7974	11/10/23 6098	PRIORITY LANDSCAPE SERVI	0016582	THREE MAN LANDSCAPE	0.00	7,520.00	
10001	v7975	11/10/23 3750	RANCHO JANITORIAL SUPPLI	0017585	JANITORIAL SUPPLIES	26.74	293.55	
10001 10001 TOTAL CHECK	V7976 V7976	11/10/23 7417 11/10/23 7417	GENERAL TECHNOLOGIES& SO GENERAL TECHNOLOGIES& SO		DESIGN SERVICES DESING SERVICES	0.00 0.00 0.00	4,556.00 20,546.00 25,102.00	
10001	v7977	11/10/23 3848	ROMO PLANNING GROUP INC.	0016051	CONTRACT PLANNING/SEP	0.00	247.50	
10001	v7978	11/10/23 3296	SAN DIEGO POLICE EQUIPME	2075126.21	BULLETPROOF VESTS	114.90	1,235.90	

PAGE NUMBER:

ACCTPA21

SUNGARD PENTAMATION DATE: 11/09/2023 TIME: 17:14:41

CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231110 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUN	ND - 9/2 - A	L DISPORSE	IMENI FUNI	,				
CASH ACC	CT CHECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 TOTAL CH	V7978 IECK	11/10/23	3296	SAN DIEGO POLICE EQUIPME	0015127	BULLETPROOF VESTS	114.91 229.81	1,235.91 2,471.81
10001	v7979	11/10/23	1386	R&R CUSTOM SIGNS	2056562	ALUMINUM SIGNS	0.00	700.00
10001	v7980	11/10/23	4532	SPOK INC.	5316571	TELEPHONE SVC/OCT	0.46	22.46
10001	v7981	11/10/23	1119	STATE DISBURSEMENT UNIT	970	WAGE GARNISHMENT	0.00	397.38
10001	v7982	11/10/23	4580	STERICYCLE, INC.	0015134	PICKUP SVC/BIO-HAZARD	0.00	99.53
10001	v7983	11/10/23	4572	L.A. COUNTY SANDBAGS	2056562	SANDBAGS FOR RESIDENT	166.25	2,366.25
10001	v7984	11/10/23	2250	TRI-XECUTEX CORPORATION	0017585	FIRE ALARM SERVICE	0.00	270.00
10001 10001 10001 TOTAL CH	V7985 V7985 V7985 IECK	11/10/23 11/10/23 11/10/23	3657	ULINE ULINE ULINE	0016566 0016566 0015134	EQUIPMENT PARTS/SUPP EQUIPMENT PARTS/SUPP EQUIPMENT PARTS/SUPP	13.95 35.69 158.72 208.36	150.00 383.88 1,811.66 2,345.54
10001 10001 TOTAL CH	V7986 V7986 IECK	11/10/23 11/10/23		UNITED MAINTENANCE SYSTE UNITED MAINTENANCE SYSTE		LA FETRA CLEANING LEGION HALL CLEANING	0.00 0.00 0.00	750.00 750.00 1,500.00
10001	v7987	11/10/23	1138	UNDERGROUND SERVICE ALER	5316562	U/GRND SVC ALERT	0.00	114.80
10001	v7988	11/10/23	1787	UNITED RENTALS (NORTH AM	2056562	EQUIPMENT RENTAL	18.28	196.67
10001 10001 10001 TOTAL CH	V7989 V7989 V7989 HECK	11/10/23 11/10/23 11/10/23	4133	WAGEWORKS WAGEWORKS WAGEWORKS	970 970 970	FSA FEES & MTHLY FEE DEPEND CARE REIMBURSE FSA MEDICAL REIMBURSE	0.00 0.00 0.00 0.00	250.00 755.13 1,214.47 2,219.60
10001	v7990	11/10/23	1244	WEST COAST ARBORISTS, IN	0016584	CITY WIDE TREES MAINTE	0.00	824.00
10001	v7991	11/10/23	7498	Y TIRE PERFORMANCE LLC	5496563	TIRES	160.52	1,749.02
10001	111240	11/10/23	TEMP	AMAN BRAR	5316569	EE DISHWASHER	0.00	150.00
10001	111241	11/10/23	TEMP	ANNA HUIZAR	0017581	ACTIVITY REFUND	0.00	300.00
10001	111242	11/10/23	1193	AT&T MOBILITY	0015126	TELEPHONE SVC/SEP	0.00	96.46
10001 10001 TOTAL CH	111243 111243 HECK	11/10/23 11/10/23		AUTOZONE STORES INC AUTOZONE STORES INC	5496563 5496563	VEHICLE PARTS/SUPP VEHICLE PARTS/SUPP	6.90 23.88 30.78	74.26 258.87 333.13
10001 10001 TOTAL CH	111244 111244 HECK	11/10/23 11/10/23		AZUSA PLUMBING SUPPLY IN AZUSA PLUMBING SUPPLY IN		PLUMBING SUPPLIES PLUMBING SUPPLIES	1.30 2.66 3.96	13.98 28.64 42.62
10001	111245	11/10/23	1273	BAKER & TAYLOR, INC.	0017078	BOOKS	20.23	221.51

SUNGARD PENTAMATION DATE: 11/09/2023 TIME: 17:14:41 PAGE NUMBER: 6 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231110 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND								
CASH AC	CT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT	
10001 10001 TOTAL C	111267 111267 HECK	11/10/23 1357 11/10/23 1357	DEPARTMENT OF JUSTICE DEPARTMENT OF JUSTICE	0014103 0015133	FINGERPRINTING/SEP FINGERPRINTING/SEP	0.00 0.00 0.00	256.00 646.00 966.00	
10001	111268	11/10/23 6676	JUSTIN CADZOW	0017583	SANTA-HOLIDAY STROLL	0.00	300.00	
10001	111269	11/10/23 3252	REGIONAL TAP SERVICE CEN	2096086	TAP SALES/SEP	0.00	1,326.42	
10001 10001 10001 10001 10001 TOTAL C	111270 111270 111270 111270 111270 111270 111270	11/10/23 1123 11/10/23 1123 11/10/23 1123 11/10/23 1123 11/10/23 1123 11/10/23 1123	LOS ANGELES COUNTY PUBLI	2056562 2056562 2056562 2056562	CITYWIDE TRAFFIC SIGNA CITYWIDE TRAFFIC SIGNA CITYWIDE TRAFFIC SIGNA CITYWIDE TRAFFIC SIGNA CITYWIDE TRAFFIC SIGNA REPAIR OF TRAFFIC LOO	0.00 0.00 0.00 0.00 0.00 0.00 0.00	350.02 1,447.93 2,432.39 13,496.33 56,646.07 253.62 74,626.36	
10001	111271	11/10/23 1123	COUNTY OF LOS ANGELES	2056562	CITY SERVICE REQUEST R	0.00	3,445.31	
10001 10001 TOTAL C	111272 111272 HECK	11/10/23 4632 11/10/23 4632	ATHACO, INC ATHACO, INC	2056562 2056562	STREET SIGNS STREET SIGNS	297.33 416.26 713.59	3,695.33 5,173.46 8,868.79	
10001	111273	11/10/23 TEMP	MARK ELZIK	5316569	EE CLOTHES WASHER	0.00	150.00	
10001	111274	11/10/23 TEMP	MARLENE TEMPLETON	5316569	IRRIGATION CONTROLLER	0.00	110.00	
10001 10001 TOTAL C	111275 111275 HECK	11/10/23 8086 11/10/23 8086	MATTHEW WILLIAMS MATTHEW WILLIAMS	5314306 0014306	RETIREE MEDICAL REIMB RETIREE MEDICAL REIMB	0.00 0.00 0.00	56.00 144.00 200.00	
10001	111276	11/10/23 5897	NET TRANSCRIPTS INC	0015133	TRANSCRIPTION SVC	0.00	229.29	
10001	111277	11/10/23 TEMP	NIKKI VALDEZ	0017583	COMM SVC EDUCATN CLSS	0.00	1,822.80	
10001	111278	11/10/23 1921	OFFICE DEPOT	0017585	OFFICE SUPPLIES	13.02	140.01	
10001	111279	11/10/23 4076	O'REILLY AUTO PARTS	5496563	VEHICLE PARTS/SUPP	6.18	66.43	
10001	111280	11/10/23 1905	QUINN COMPANY	5496563	EQUIPMENT PARTS/SUPP	46.90	540.56	
10001 10001 TOTAL C	111281 111281 HECK	11/10/23 1074 11/10/23 1074	REYNOLDS REYNOLDS	5496563 5496563	VEHICLE PARTS/SUPP VEHICLE PARTS/SUPP	13.22 2.86 16.08	152.35 32.96 185.31	
10001	111282	11/10/23 1192	RIO HONDO COLLEGE	0015126	POLICE TRAINING	0.00	25.00	
10001	111283	11/10/23 1454	ROUTE 66 CAR WASH INC.	5496563	VEHICLE WASH/SEP	0.00	679.00	
10001	111284	11/10/23 8105	SHARAH SCOTT	531	UB REFUND	0.00	131.88	
10001 10001	111285 111285	11/10/23 2783 11/10/23 2783	SPRAGUES READY MIX SPRAGUES READY MIX	2056562 2056562	ST REPAIR/MAINT SUPP ST REPAIR/MAINT SUPP	61.60 84.23	662.60 905.98	

SUNGARD PENTAMATION DATE: 11/09/2023 PAGE NUMBER: ACCTPA21 7 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231110 00:00:00.000' ACCOUNTING PERIOD: 5/24

TIME: 17:14:41

FUND - 972 - AP DISBURSEMENT FUND

CASH ACCT CH	IECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 1 TOTAL CHECK	.11285	11/10/23	2783	SPRAGUES READY MIX	2056562	ST REPAIR/MAINT SUPP	104.81 250.64	1,127.31 2,695.89
10001 1	.11286	11/10/23	1025	STANDARD INSURANCE COMPA	970	VISION - NOV 2023	0.00	2,684.88
10001 1	.11287	11/10/23	8097	STANLEY ACCESS TECHNOLOG	0016566	DOORS	0.00	324.50
	.11288 .11288	11/10/23 11/10/23		SCOTT STRONG SCOTT STRONG	5314306 0014306	RETIREE MEDICAL RETIREE MEDICAL	0.00 0.00 0.00	449.68 1,156.31 1,605.99
10001 1	.11289	11/10/23	1609	STATE WATER RESOURCES	5316567	D3 RENEWAL	0.00	90.00
10001 1	.11290	11/10/23	3368	THE SAUCE CREATIVE SERVI	0017583	PRINTING SERVICES	48.69	558.69
10001 1	.11291	11/10/23	TEMP	THEODORE MORRISON	531	UB REFUND	0.00	217.40
10001 1	.11292	11/10/23	3255	T-MOBILE USA, INC.	0015128	TOWER DUMP	0.00	75.00
10001 1	.11293	11/10/23	1924	UNIFIRST CORPORATION	5316571	WATER - PRODUCTION	0.64	338.24
10001 1	.11294 .11294 .11294	11/10/23 11/10/23 11/10/23	1561	TAS TAS TAS	0015126 0015126 0015126	EMBROIDERY EMBROIDERY STAR PATCHES	4.00 4.11 9.84 17.95	43.00 44.11 105.84 192.95
10001 1	.11295	11/10/23	3394	WALTERS WHOLESALE ELECTR	0016566	ELECTRIC SUPPLIES	1.65	19.03
TOTAL CASH A	CCOUNT						6,056.95	985,573.64
TOTAL FUND							6,056.95	985,573.64
TOTAL REPORT	-						6,056.95	985,573.64

SUNGARD PENTAMATION DATE: 11/09/2023 TIME: 13:59:13

PAGE NUMBER: 1 CITY OF GLENDORA CHECK AND VOUCHER REGISTER - FUND TOTALS PAGE NUMBER: 1 VENCHK11 ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001 205 207 229 321 531 548 549 970 TOTAL REF	GENERAL FUND STATE GAS TAX FUNDS GRANTS LIBRARY FOUNDATION CAPITAL PROJECTS FUND WATER OPERATIONS FUND TECHNOLOGY FUND VEHICLE REPLACEMENT FUND PAYROLL DISBURSEMENT FUND	59,114.25 3,262.92 1,235.90 998.19 25,102.00 14,974.68 932.03 90,294.52 651,725.55 847,640.04
		. ,

SUNGARD PENTAMATION DATE: 11/09/2023 TIME: 13:29:36

CITY OF GLENDORA CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11 ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001 205 209 531 549 655	GENERAL FUND STATE GAS TAX FUNDS PROP A TRANSIT FUND WATER OPERATIONS FUND VEHICLE REPLACEMENT FUND TRUST FUND	12,999.78 89,382.73 3,048.62 25,459.47 1,845.40 3,673.80
970	PAYROLL DISBURSEMENT FUND	3,057.80
TOTAL	REPORT	139,467.60

CITY OF GLENDORA

CITY COUNCIL MEETING 12/12/2023

WARRANT REGISTER FOR 11/17/2023

GENERAL WARRANT REGISTER \$ 1,541,741.37 PAYROLL EFT - \$ 698,756.26

TOTAL \$ 2,240,497.63

PREPARED BY:

Rosemary Perez

REVIEWED BY

Finance Director/City Treasurer

Warrant Register Notes - Understanding the "Key Org"

Key Org = Fund + Dept

XXXXXXX = XXX + XXXXX

First three digits = Fund. The funds are used for this register are listed at the end of each register.

It includes the Fund #, Fund Title and Amount spent for that fund.

Remaining four digits & subaccounts = Department and division. Below is the list of departments.

<u>#</u>	Department description	#	Department description
40xx	LEGISLATIVE	60xx	PLANNING, CRA, HOUSING
41xx	EXECUTIVE	65xx	PUBLIC WOKRS
42xx	FINANCE	70xx	LIBRARY
43xx	NON-DEPARTMENTAL	75xx	COMMUNITY SERVICES
51xx	PUBLIC SAFETY	99xx	CAPITAL PORJECTS

"X" - Provides additional details of the division within the department

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: 1 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND									
CASH ACCT CI	HECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT	
10001	v7992	11/17/23	7694	88844MOTOR	5496563	LABOR/VEHICLE PARTS	130.74	2,456.26	
10001	v7993	11/17/23	1451	AKM CONSULTING ENGINEERS	5316571	PROF SERVICES/SEP	0.00	1,044.00	
10001 10001 TOTAL CHECK	V7994 V7994	11/17/23 11/17/23		ALL CITY MANAGEMENT SERV ALL CITY MANAGEMENT SERV		CROSSING GUARD/OCT CROSSING GUARD/OCT	0.00 0.00 0.00	15,265.77 16,861.60 32,127.37	
10001	v7995	11/17/23	2209	AGI ACADEMY	0017583	COMM SVC EDUCATN CLSS	0.00	490.00	
10001	v7996	11/17/23	1332	ANIMAL PEST MANAGEMENT S	0016582	PEST CONTROL/OCT	0.00	150.00	
10001	v7997	11/17/23	6403	AZTECH ELEVATOR COMPANY	0016566	ELEV MAINT/NOV	0.00	145.00	
10001	v7998	11/17/23	2020	BROWN MOTOR WORKS INC	5496563	VEHICLE REPAIR/MAINT	11.15	200.65	
10001	v7999	11/17/23	6434	CHARTER COMMUNICATIONS H	2304102	CABLE TV SVC/NOV	0.00	161.93	
10001 10001 10001 10001 10001 TOTAL CHECK	V8000 V8000 V8000 V8000 V8000	11/17/23 11/17/23 11/17/23 11/17/23 11/17/23	3147 3147 3147	COLLEY AUTO CARS INC	5496563 5496563 5496563 5496563 5496563	VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT VEHICLE PARTS/MAINT	19.99 39.71 33.29 39.85 511.58 644.42	214.99 427.13 357.96 428.55 5,502.62 6,931.25	
10001	V8001	11/17/23	4860	DONNA COUPLAND	0017585	COMM SVC EDUCATN CLSS	0.00	666.40	
10001	V8002	11/17/23	6741	CRAFTWATER ENGINEERING I	2589999	FINKBINER PARK STORMWA	0.00	23,588.25	
10001	V8003	11/17/23	3021	GLENDORA GLASS & MIRROR	0016566	REPLACE WINDOW GLASS	35.75	684.53	
10001	V8004	11/17/23	1202	DELL MARKETING L.P.	5484419	DELL LATITUDE 7440	1,657.76	19,068.56	
10001	V8005	11/17/23	1245	DURHAM SCHOOL SERVICES,	2097581	DAY CAMP AND TEEN TRI	0.00	1,008.93	
10001	v8006	11/17/23	7790	EVAN TURUNEN	2314390	HOLIDAY STROLL SOUND	0.00	920.00	
10001	v8007	11/17/23	8072	FREEWIRE TECHNOLOGIES, I	2099999	FREEWIRE EV CHARGER	17,630.03	189,630.03	
10001	v8008	11/17/23	4550	SHEILA JENNINGS GANINO	0017583	COMM SVC EDUCATN CLSS	0.00	2,925.00	
10001 10001 TOTAL CHECK	V8009 V8009	11/17/23 11/17/23		GRAINGER GRAINGER	5496563 5496563	EQUIPMENT PARTS/SUPP EQUIPMENT PARTS/SUPP	44.78 12.42 57.20	506.73 133.70 640.43	
10001	V8010	11/17/23	4405	MICHELLE HARRINGTON	0017583	COMM SVC EDUCATN CLSS	0.00	891.80	
10001	v8011	11/17/23	2950	INTER-CON SECURITY SYSTE	0015127	PARKING ENFORCMNT/OCT	0.00	22,035.28	
10001 10001 TOTAL CHECK	V8012 V8012	11/17/23 11/17/23		JOE A. GONSALVES & SON JOE A. GONSALVES & SON	0016052 5316567	LEGISLATIVE REPRESENTA LEGISLATIVE REPRESENTA	0.00 0.00 0.00	1,750.00 1,750.00 3,500.00	

SUNGARD PENTAMATION DATE: 11/17/2023 PAGE NUMBER: CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

TIME: 16:30:39

FUND - 972 - AP DISBURSEMENT FUND

FOIND - 372 - AF DISBORSEMENT FOIND								
CASH ACCT CH	ECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT	
10001 10001	V8013 V8013 V8013 V8013	11/17/23 6449 11/17/23 6449 11/17/23 6449 11/17/23 6449	MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR	5496563 5496563 5496563 5496563	VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHCILE MAINT/REPAIR VEHICLE MAINT/REPAIR	0.00 50.12 40.47 60.14 150.73	839.00 994.12 1,000.37 2,113.89 4,947.38	
10001	V8014	11/17/23 7893	LA CHRISTMAS LIGHT INSTA	3219999	GLENDORA BUZ PLAZA	0.00	3,972.56	
	V8015 V8015	11/17/23 1267 11/17/23 1267	DAN LAYNE DAN LAYNE	0017585 0017585	COMM SVC EDUCATN CLSS COMM SVC EDUCATN CLSS	0.00 0.00 0.00	1,861.50 1,296.00 3,157.50	
10001	v8016	11/17/23 4281	LEXIPOL, LLC	0015126	ANNUAL CORDICO WELLNES	0.00	15,750.00	
10001	v8017	11/17/23 1382	LIGHTNING OIL CO., INC.	5496563	USED OIL COLLECTION	0.00	575.00	
10001 10001	V8018 V8018	11/17/23 2337 11/17/23 2337	MARIPOSA LANDSCAPES, INC	0016582 0016582 0016582 0016584 0016584 0016584 20286584 2056584 2056584	PARKS & FACILITIES PARKS & FACILITIES PARKS & FACILITIES WEED ABATEMENT - OPEN WEED ABATEMENT - OPEN WEED ABATEMENT - OPEN HIGHLAND AND OAK KNOWL HIGHLAND AND OAK KNOWL HIGHLAND AND OAK KNOWL GMR/PALM DR ASSESSMENT GMR/PALM DR ASSESSMENT GMR/PALM DR ASSESSMENT SUNFLOWER AND HAMPTON SUNFLOWER AND HAMPTON SUNFLOWER AND HAMPTON LORAINE & PALM - ASSES LORAINE & PALM - ASSES LORAINE & PALM - ASSES GMR/BOURLDER SPRINGS - GMR/BOURLDER SPRINGS - HIDDEN SPRINGS TRACT - MEDIANS LANDSCAPE MAIN MEDIANS LANDSCAPE MAIN BID - VILLAGE	0.00 0.00	58,724.00 58,724.00 58,724.00 1,161.00 1,161.00 208.00 208.00 208.00 375.00 375.00 167.00 167.00 167.00 50.00	
10001 10001 10001 10001 10001	V8018 V8018 V8018 V8018 V8018 V8018 V8018	11/17/23 2337 11/17/23 2337 11/17/23 2337 11/17/23 2337 11/17/23 2337 11/17/23 2337 11/17/23 2337	MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC	2314390 2556584 2556584 2556584 5316582	BID - VILLAGE BID - VILLAGE TRANSPORTATION TRANSPORTATION TRANSPORTATION PARKS - WATER PARKS - WATER	0.00 0.00 0.00 0.00 0.00 0.00	426.00 426.00 567.00 567.00 567.00 1,528.00	

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: 3 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND -	972 - A	h DIZBOKZI	EMENI FUN	ט				
CASH ACCT CH	HECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 10001	V8018 V8018 V8018 V8018	11/17/23 11/17/23 11/17/23 11/17/23	2337 2337	MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC MARIPOSA LANDSCAPES, INC	5316571 5316571	PARKS - WATER RESERVOIRS RESERVOIRS RESERVOIRS	0.00 0.00 0.00 0.00 0.00	1,528.00 4,521.00 4,521.00 4,521.00 233,469.00
10001	v8019	11/17/23	5632	MC DONALD ELECTRIC INC	5316571	SERVICE CALL	0.00	745.00
10001 10001 10001	V8020 V8020 V8020 V8020 V8020 V8020	11/17/23 11/17/23 11/17/23 11/17/23 11/17/23	7872 7872 7872	MEGAN KAYE MEGAN KAYE MEGAN KAYE MEGAN KAYE MEGAN KAYE	2314390 2314390 2314390 2314390 2314390	REIMB HALLOWEEN WALK REIMB HALLOWEEK WALK REIMB HALLOWEEN WALK REIMB HALLOWEEN WALK REIMB HALLOWEEN WALK	0.00 0.00 0.00 0.00 0.00 0.00	250.00 16.83 49.28 72.41 122.64 511.16
10001	V8021	11/17/23	1203	MERCURY FENCE CO., INC.	0016566	FENCE INSTALLATION	0.00	685.00
10001	V8022	11/17/23	6962	MIDWEST TAPE LLC	0017079	BOOKS	3.07	33.06
10001	V8023 V8023 V8023	11/17/23 11/17/23 11/17/23	7495	ONWARD ENGINEERING ONWARD ENGINEERING ONWARD ENGINEERING	5309999 2559999 5309999	BENNETT AVE ET AL WATE CONSTRUCTION MANAGEMEN CONSTRUCTION MANAGEMEN	0.00 0.00 0.00 0.00	810.00 84.00 441.00 1,335.00
10001	v8024	11/17/23	2181	PINPOINT INDUSTRIES, INC	0016051	ENVELOPES	54.68	588.12
10001	V8025	11/17/23	3750	RANCHO JANITORIAL SUPPLI	0017583	JANITORIAL SUPPLIES	33.08	361.84
10001	v8026	11/17/23	7721	SAMANTHA J. GARCIA, LLC	0017583	COMM SVC EDUCATN CLSS	0.00	2,925.00
10001	V8027	11/17/23	1227	SAN GABRIEL BASIN WATER	5316571	PUMPNG RGHT ASSESSMNT	0.00	56,356.80
10001	V8028	11/17/23	5062	THE SAUCE CREATIVE SERVI	0017588	PRINTING ACTIVITY	7.59	116.59
	v8029 v8029	11/17/23 11/17/23		STAPLES ADVANTAGE STAPLES ADVANTAGE	0016561 0016561	OFFICE SUPPLIES OFFICE SUPPLIES	16.40 1.29 17.69	176.41 13.87 190.28
10001	v8030	11/17/23	6913	STITCHMANIA INC	0016566	SWEATSHIRT	62.16	668.61
10001	v8031	11/17/23	1362	THREE VALLEYS MUNICIPAL	5316571	PURCHASED WATER/AUG	0.00	15,887.33
10001	v8032	11/17/23	7927	TROY ROOFING INC	0016566	SITE ADDRESS: 314 N GL	0.00	23,700.00
10001	v8033	11/17/23	4027	JOHNSON CONTROLS SECURIT	0016566	ALARM SERVICE NOV-JAN	0.00	891.97
	V8034 V8034	11/17/23 11/17/23		WATERSIDE INDUSTRIAL INC WATERSIDE INDUSTRIAL INC		CLEAN COOLING TOWER CHEMICAL SVC/SEP	0.00 0.00 0.00	3,694.97 634.22 4,329.19
	V8035 V8035	11/17/23 11/17/23		WEST COAST ARBORISTS, IN WEST COAST ARBORISTS, IN	0016584 0016584	CITY WIDE TREES MAINTE	0.00 0.00	1,144.00 2,142.00

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: ACCTPA21 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

10110 372	AI DISBONSEMENT TO					
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 V8035 10001 V8035 10001 V8035 10001 V8035 TOTAL CHECK	11/17/23 1244 11/17/23 1244 11/17/23 1244 11/17/23 1244	WEST COAST ARBORISTS, IN WEST COAST ARBORISTS, IN WEST COAST ARBORISTS, IN WEST COAST ARBORISTS, IN	0016584 0016584	CITY WIDE TREES MAINTE CITY WIDE TREES MAINTE CITY WIDE TREES MAINTE TREE - WATER FUND	0.00 0.00 0.00 0.00 0.00	4,870.00 7,620.00 51,406.40 2,403.00 69,585.40
10001 V8036 10001 V8036 TOTAL CHECK	11/17/23 1132 11/17/23 1132	WESTERN WATER WORKS SUPP WESTERN WATER WORKS SUPP		WATERLINE PARTS/SUPP WATERLINE PARTS/SUPP	42.19 418.25 460.44	453.79 4,498.85 4,952.64
10001 V8037	11/17/23 7513	WILLDAN ENGINEERING	0016064	TEMP STAFFING SERVICE	0.00	23,637.50
10001 V8038	11/17/23 7498	Y TIRE PERFORMANCE LLC	5496563	TIRES	150.04	1,658.80
10001 V8039	11/17/23 3523	DOG WASTE DEPOT	0016582	DOG WASTE BAGS	61.50	661.46
10001 V8040	11/17/23 1113	AFSCME DISTRICT COUNCIL	970	AFSCME DUES	0.00	1,445.12
10001 V8041	11/17/23 6158	BOA EXPRESS TAX	970	PAYROLL TAXES	0.00	180,138.11
10001 V8042	11/17/23 1110	CA.PUBLIC EMPLOYEES RETI	970	PERS RETIREMENT 11/12	0.00	185,902.69
10001 V8043	11/17/23 1112	GLENDORA CITY EMPLOYEE A	970	EMPLOYEE SOCIAL GROUP	0.00	590.00
10001 V8044	11/17/23 1115	GLENDORA MANAGEMENT ASSO	970	GMA DUES	0.00	400.00
10001 V8045 10001 V8045 TOTAL CHECK	11/17/23 1117 11/17/23 1117	GLENDORA POLICE MANAGEME GLENDORA POLICE MANAGEME		PMA/CLEA LTD DUES PMA/CLEA LTD DUES	0.00 0.00 0.00	438.00 162.00 600.00
10001 V8046	11/17/23 7369	MIDAMERICA ADMIN&RETIRE	970	EXEC MGMT - HRA	0.00	500.00
10001 V8047	11/17/23 7369	MIDAMERICA ADMIN&RETIRE	970	PART TIME RETIREMENT	0.00	3,460.72
10001 V8048 10001 V8048 10001 V8048 10001 V8048 TOTAL CHECK	11/17/23 5012 11/17/23 5012 11/17/23 5012 11/17/23 5012	NATIONWIDE RETIREMENT SO NATIONWIDE RETIREMENT SO NATIONWIDE RETIREMENT SO NATIONWIDE RETIREMENT SO	970 970	457 PLAN EXEC 401A PLAN 457 PLAN 457 PLAN	0.00 0.00 0.00 0.00 0.00	2,760.52 2,083.35 8,953.59 43,407.89 57,205.35
10001 V8049 10001 V8049 TOTAL CHECK	11/17/23 1116 11/17/23 1116	POLICE ASSOCIATION POLICE ASSOCIATION	970 970	POA ASSOC DUES POA ASSOC DUES	0.00 0.00 0.00	2,475.00 73.13 2,548.13
10001 V8050	11/17/23 1119	STATE DISBURSEMENT UNIT	970	WAGE GARNISHMENT	0.00	397.38
10001 V8051 10001 V8051 TOTAL CHECK	11/17/23 4133 11/17/23 4133	WAGEWORKS, INC. WAGEWORKS, INC.	970 970	DEPEND CARE REIMBURSE FSA MEDICAL REIMBURSE	0.00 0.00 0.00	755.13 1,189.47 1,944.60
10001 111296	11/17/23 8114	AIDS HEALTHCARE FOUNDATI	1037580	SECURITY DEP/ARENAS	0.00	500.00

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SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: ACCTPA21 CITY OF GLENDORA

CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

1 0110	372 A	DISBONSI	LINEINI I OIN					
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	111297	11/17/23	8111	ARTURA CORP	531	UB REFUND	0.00	123.99
10001 10001 TOTAL CHEC	111298 111298 K	11/17/23 11/17/23		AT&T AT&T	0015128 0015128	TELEPHONE SVC/SEP TELEPHONE SVC/SEP	0.00 0.00 0.00	375.00 100.00 475.00
10001 10001 10001 TOTAL CHEC	111299 111299 111299 :K	11/17/23 11/17/23 11/17/23	5857	AUTOZONE STORES INC AUTOZONE STORES INC AUTOZONE STORES INC	5496563 5496563 5496563	VEHICLE PARTS/SUPP VEHICLES PART/SUPP VEHICLE PARTS/SUPP	83.84 0.50 15.27 99.61	903.80 5.37 166.26 1,075.43
10001	111300	11/17/23	1273	BAKER & TAYLOR, INC.	0017079	BOOKS	1.66	18.18
10001	111301	11/17/23	1311	COVINA IRRIGATING COMPAN	5316571	CAPACITY IMPR CHARGE	0.00	39,531.25
10001 10001 TOTAL CHEC	111302 111302 :K	11/17/23 11/17/23		CPRS CPRS	0017581 0017581	DIST. 13-KELSEY FAY DIST. 13-JOHN AGUIRRE	0.00 0.00 0.00	165.00 170.00 335.00
10001	111303	11/17/23	TEMP	DELMIS ALVARADO	0017583	ACTIVITY REFUND	0.00	290.00
10001	111304	11/17/23	3016	DEPT OF INDUSTRIAL RELAT	0016566	ASSESSMENT	0.00	225.00
10001	111305	11/17/23	TEMP	DIRAN DEUKMAJIAN	0017588	ACTIVITY REFUND	0.00	230.00
10001	111306	11/17/23	4488	ARROYO BACKGROUND INVEST	0015126	POLICE DEPARTMENT BACK	0.00	2,025.00
10001	111307	11/17/23	5405	YOUNGBLOOD & ASSOCIATES	0015126	POLYGRAPH EXAMINATION	0.00	350.00
10001 10001 10001 TOTAL CHEC	111308 111308 111308	11/17/23 11/17/23 11/17/23	2327	EWING IRRIGATION PRODUCT EWING IRRIGATION PRODUCT EWING IRRIGATION PRODUCT	0016584	IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES	19.41 26.58 72.01 118.00	223.84 306.52 830.30 1,360.66
10001 10001 TOTAL CHEC	111309 111309 K	11/17/23 11/17/23		FRONTIER FRONTIER	5484432 5484419	TELEPHONE SVC/NOV INTERNET SVC/NOV	0.00 0.00 0.00	160.66 95.98 256.64
10001	111310	11/17/23	TEMP	GARY SOO	5316569	RAIN BARREL	0.00	59.69
10001	111311	11/17/23	2098	GLENDORA HIGH SCHOOL	2314390	HOLIDAY STROLL PERFOR	0.00	1,000.00
10001	111312	11/17/23	5580	GNA-BROOK FIRE PROTECTIO	0016566	SEMI ANNUAL SERVICE	3.07	191.77
10001	111313	11/17/23	TEMP	GRADY CONSTRUCTION	5316567	DUPLICATE PAYMENT	0.00	837.17
10001	111314	11/17/23	1254	J.W. LOCK CO., INC.	0016566	SERVICE CALL FOR LOCK	4.87	177.37
10001	111315	11/17/23	4766	ACCURATE MOBILE WELDING	0016566	GATE REPAIR	0.00	450.00
10001	111316	11/17/23	TEMP	JENNIFER MITSUMORI	5316569	EE CLOTHES WASHER	0.00	150.00

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: ACCTPA21 6 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUNL) - 9/2 - A	b DIZBOKZI	EMENI FUN	ט				
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	111317	11/17/23	8109	JOSHUA GRANGER	531	UB REFUND	0.00	123.62
10001 10001 10001 10001 TOTAL CHE	111318 111318 111318 111318 ECK	11/17/23 11/17/23 11/17/23 11/17/23	1894 1894	KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT	655 0015126 0015126 0015126	POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS POLICE UNFORMS	30.21 0.00 6.13 16.59 52.93	281.64 48.00 65.98 178.49 574.11
10001 10001 TOTAL CHE	111319 111319 ECK	11/17/23 11/17/23	4265 4265	LA COUNTY SHERRIF'S DEPA LA COUNTY SHERRIF'S DEPA		INMATE MEAL SERVICE INMATE MEAL SERVICE	0.00 0.00 0.00	260.30 431.20 691.50
10001	111320	11/17/23	1123	COUNTY OF LOS ANGELES	2056562	CITYWIDE TRAFFIC SIGNA	0.00	12,211.58
10001 10001 TOTAL CHE	111321 111321 ECK	11/17/23 11/17/23		GLENDORA GARDEN NURSERY GLENDORA GARDEN NURSERY	0016584 0016584	PLANTS PLANTS	14.76 7.93 22.69	158.72 85.29 244.01
10001	111322	11/17/23	TEMP	MERCY CRENSHAW	0017581	ACTIVITY REFUND	0.00	1,275.00
10001 10001 TOTAL CHE	111323 111323 ECK	11/17/23 11/17/23		CHEMSEARCH CHEMSEARCH	0016562 0016562	EQUIPMENT PARTS/SUPP EQUIPMENT PARTS/SUPP	42.02 24.08 66.10	451.97 259.03 711.00
10001	111324	11/17/23	TEMP	NICOLE REES	5316569	EE CLOTHES WASHER	0.00	165.00
10001 10001 10001 10001 10001 10001 TOTAL CHE	111325 111325 111325 111325 111325 111325 111325	11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23	1921 1921 1921 1921 1921	OFFICE DEPOT	0017585 0017585 0016566 0016566 0016566 0016566	OFFICE SUPPLIES	21.67 8.39 6.30 13.61 1.84 2.11 2.77 56.69	233.09 90.28 67.77 146.40 19.83 22.73 29.75 609.85
10001	111326	11/17/23	4076	O'REILLY AUTO PARTS	5496563	VEHICLE PARTS/SUPP	4.46	48.00
10001	111327	11/17/23	8110	PAUL K LE ROUX	531	UB REFUND	0.00	166.66
10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 TOTAL CHE	111328 111328 111328 111328 111328 111328 111328 111328 111328 111328 111328	11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23	1022 1022 1022 1022 1022 1022 1022 1022	PITNEY BOWES POSTAGE BY	0014015 0017076 0015126 5316569 0016051 0014010 0016561 0014103 0014101 5314216 0014216	POSTAGE/OCT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	226.68 219.84 1,697.25 33.00 58.81 63.52 1.89 2.13 2.70 9.69 157.83 142.35 2,615.69

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: ACCTPA21 7 CITY OF GLENDORA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND	D - 972 - A	P DISBURSE	EMENT FUN	D				
CASH ACCT	T CHECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	111329	11/17/23	1262	POSTMASTER - PERMIT 92	0017581	POSTAGE/MAILING	0.00	310.00
10001	111330	11/17/23	1074	REYNOLDS	5496563	VEHICLE PARTS/SUPP	7.18	82.77
10001 10001 10001 TOTAL CHE	111331 111331 111331 ECK	11/17/23 11/17/23 11/17/23	3633	RIGHT OF WAY, INC. RIGHT OF WAY, INC. RIGHT OF WAY, INC.	2056562 2056562 2056562	SAFETY SIGNS/SUPPLIES SAFETY SIGNS/SUPPLIES SAFETY SIGNES/SUPPLIE	2.46 11.60 16.94 31.00	28.36 124.76 195.26 348.38
10001	111332	11/17/23	8112	ROBIN K TAPPEY	531	UB REFUND	0.00	242.82
10001	111333	11/17/23	7926	ROSICELLA RODRIGUEZ	531	UB REFUND	0.00	202.23
10001	111334	11/17/23	2116	SAFEGUARD ENVIROGROUP, I	0016566	MOLD SERVICES	0.00	1,195.00
10001	111335	11/17/23	1279	SAM'S CLUB/SYNCHRONY BAN	0017583	HALLOWEEN CANDY	0.00	47.44
10001	111336	11/17/23	2469	SAN GABRIEL VALLEY POLIC	0015126	MEMBERSHIP DUES	0.00	400.00
10001	111337	11/17/23	4276	SECURITY PUBLIC STORAGE-	2314390	STORAGE 11/22-12/21	0.00	361.00
10001	111338	11/17/23	8113	SNELSON COMPANIES, INC	531	UB REFUND	0.00	765.44
10001 10001 10001 10001 10001 10001 10001 TOTAL CHE	111339 111339 111339 111339 111339 111339 111339 111339	11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23	1027 1027 1027 1027 1027 1027	SOCALGAS SOCALGAS SOCALGAS SOCALGAS SOCALGAS SOCALGAS SOCALGAS SOCALGAS	0017076 2096086 5496563 0016582 0017583 0015126 0017080 0016582	GAS SERVICE/OCT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	404.16 36.99 39.80 20.67 118.53 134.72 134.72 8.90 898.49
10001	111340	11/17/23	3029	SOUTHEAST CONSTRUCTION	0016566	ST REPAIR/MAINT SUPP	28.07	301.95
10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 TOTAL CHE	111341 111341 111341 111341 111341 111341 111341 111341 111341 111341 111341	11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23 11/17/23	1225 1225 1225 1225 1225 1225 1225 1225	SOUTHERN CALIFORNIA EDIS	0016561 2096086 0016561 0016561 0016561 0016584 2056584 0016582 5316571 2096086	ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/SEP ELECTRIC UTILITY/SEP ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT ELECTRIC UTILITY/OCT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	65.81 68.07 103.51 106.64 117.76 127.64 253.30 253.30 2,282.50 42,706.10 1,455.58 1,599.72 49,139.93
10001	111342	11/17/23	2038	SPARKLETTS	2056562	DRINKING WATER/OCT	0.00	451.64

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 16:30:39 PAGE NUMBER: 8 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231117 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - A	A DISBURSEMENT FUN	טו				
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 111343	11/17/23 6675	THE CANDLELIGHT CAROLERS	2314390	HOLIDAY STROLL 2023	0.00	1,050.00
10001 111344	11/17/23 2355	THE REGENTS OF THE UNIVE	0016051	ACCT 947808	40.69	477.94
10001 111345	11/17/23 TEMP	THE WALTERSCHEID BUILDIN	655	WAST MGMT DEP REFUND	0.00	6,000.00
10001 111346	11/17/23 4737	KANDID GRAPHICS	2314390	HALLOWEEN POSTCARDS	21.42	230.42
10001 111347	11/17/23 3814	THYSSENKRUPP ELEVATOR CO	0016566	ELEVATOR REPAIR/MAINT	0.00	643.17
10001 111348	11/17/23 2620	U.S. BANK CORPORATE PAYM	0014306	CAL CARD PURCH/OCT	0.00	190,661.28
10001 111349 10001 111349 10001 111349 10001 111349 10001 111349 10001 111349 10001 111349 10001 111349 10001 111349 10001 111349 TOTAL CHECK 10001 111350	11/17/23 1924 11/17/23 1924	UNIFIRST CORPORATION	0016562	PARKS PARKS TREES TREES TREES TREES / MEASURE M TREES / MEASURE M STREETS - GAS TAX WATER - PRODUCTION UNIFORMS FLEET WEEKLY SERVICE ASPHALT/ST PATCHING ASPHALT/ST PATCHING	0.00 0.00 0.00 0.00 0.00 0.00 6.55 0.64 1.65 9.48 1.90	25.95 25.95 12.98 12.98 12.98 12.98 269.19 338.24 212.68 1,262.17 104.40 211.32 421.82
10001 111351 TOTAL CHECK	11/17/23 1189	VULCAN MATERIALS COMPANY	2056562	ASPHALT/ST PATCHING	29.83 78.97	370.71 1,003.85
10001 111352	11/17/23 1835	FRANCHISE TAX BOARD	970	WAGE GARNISHMENT	0.00	50.00
10001 111353	11/17/23 4133	HEALTH EQUITY	970	HSA WITH HDHP	0.00	322.92
TOTAL CASH ACCOUNT					21,816.82	1,541,741.37
TOTAL FUND					21,816.82	1,541,741.37
TOTAL REPORT					21,816.82	1,541,741.37

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 11:19:55

PAGE NUMBER: 1
CITY OF GLENDORA
CHECK AND VOUCHER REGISTER - FUND TOTALS
PAGE NUMBER: 1
VENCHK11
ACCOUNTING PERIOD: 5/24

FUND FUND TITLE AMOUNT

970 PAYROLL DISBURSEMENT FUND 435,132.10 TOTAL REPORT 435,132.10

SUNGARD PENTAMATION DATE: 11/16/2023 TIME: 16:46:24

CITY OF GLENDORA CHECK AND VOUCHER REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11 ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001 202B 205 209 230 231 255 321 530 531 548 549	GENERAL FUND LANDSCAPE ASSESSMENT STATE GAS TAX FUNDS PROP A TRANSIT FUND PEG CABLE TV GLENDORA VILLAGE BUS DIST MEASURE M MEASURE W CAPITAL PROJECTS FUND WATER CAPITAL PROJECTS WATER OPERATIONS FUND TECHNOLOGY FUND VEHICLE REPLACEMENT FUND	386,398.90 3,975.00 28,713.00 190,638.96 161.93 2,709.16 1,785.00 23,588.25 3,972.56 1,251.00 101,285.77 19,068.56 17,409.77
TOTAL REP	ORT	780,957.86

SUNGARD PENTAMATION DATE: 11/17/2023 TIME: 11:12:28

CITY OF GLENDORA CHECK REGISTER - FUND TOTALS PAGE NUMBER: 1 VENCHK11 ACCOUNTING PERIOD: 5/24

FUND FUND TITLE AMOUNT
970 PAYROLL DISBURSEMENT FUND 372.92
TOTAL REPORT 372.92

SUNGARD PENTAMATION DATE: 11/16/2023 TIME: 16:36:07

CITY OF GLENDORA CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11

ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001 103 205 209 231 255 531 548 549 655 TOTAL REF	GENERAL FUND MEASURE E FUND STATE GAS TAX FUNDS PROP A TRANSIT FUND GLENDORA VILLAGE BUS DIST MEASURE M WATER OPERATIONS FUND TECHNOLOGY FUND VEHICLE REPLACEMENT FUND TRUST FUND	211,009.09 500.00 14,116.12 1,596.08 2,641.42 25.96 87,392.86 256.64 1,458.68 6,281.64 325.278.49
TOTAL KEP	UNI	323,270.43

CITY OF GLENDORA

CITY COUNCIL MEETING

12/12/2023

WARRANT REGISTER FOR

11/24/2023

GENERAL WARRANT REGISTER PAYROLL EFT -

\$ 1,326,352.99

\$

TOTAL

\$ 1,326,352.99

PREPARED BY:

Rosemary Perez

REVIEWED BY

Finance Director/City Treasurer

Warrant Register Notes - Understanding the "Key Org"

Key Org = Fund + Dept

XXXXX + XXXX = XXXXXXXX

First three digits = Fund. The funds are used for this register are listed at the end of each register.

It includes the Fund #, Fund Title and Amount spent for that fund.

Remaining four digits & subaccounts = Department and division. Below is the list of departments.

<u>#</u>	Department description	<u>#</u>	Department description
40xx	LEGISLATIVE	60xx	PLANNING, CRA, HOUSING
41xx	EXECUTIVE	65xx	PUBLIC WOKRS
42xx	FINANCE	70xx	LIBRARY
43xx	NON-DEPARTMENTAL	75xx	COMMUNITY SERVICES
51xx	PUBLIC SAFETY	99хх	CAPITAL PORJECTS

"X" – Provides additional details of the division within the department

SUNGARD PENTAMATION DATE: 11/27/2023 TIME: 08:02:05 PAGE NUMBER: 1 CITY OF GLENDORA ACCTPA21 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231124 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND							
CASH ACCT CH	HECK NO	ISSUE DT VENDO	R NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	V8052	11/24/23 7694	88844MOTOR	5496563	LABOR/VEHICLE PARTS	281.30	4,975.73
10001 10001 TOTAL CHECK	V8053 V8053	11/24/23 3700 11/24/23 3700	A & P COMPLIANCE TESTING A & P COMPLIANCE TESTING		D.O. INSPECTION/OCT D.O. INSPECTION/OCT	0.00 0.00 0.00	150.00 150.00 300.00
10001	V8054	11/24/23 7345	ADOPT A HWY LITTER REMOV	0016554	LITTER REMOVAL/OCT	0.00	3,303.00
10001	V8055	11/24/23 1007	ALTA-FOODCRAFT INC.	0014101	FOOD SUPPLIES	0.00	66.73
10001	v8056	11/24/23 2209	AGI ACADEMY	0017583	COMM SVC EDUCATN CLSS	0.00	490.00
10001 10001 10001 TOTAL CHECK	V8057 V8057 V8057	11/24/23 1332 11/24/23 1332 11/24/23 1332	ANIMAL PEST MANAGEMENT S ANIMAL PEST MANAGEMENT S ANIMAL PEST MANAGEMENT S	0016582	PEST CONTROL SVC/OCT PEST CONTROL SVC/OCT BEE HIVE REMOVAL	0.00 0.00 0.00 0.00	150.00 200.00 300.00 650.00
10001 10001 TOTAL CHECK	V8058 V8058	11/24/23 7849 11/24/23 7849	DF POLYGRAPH DF POLYGRAPH	0015126 0015126	POLYGRAPH EXAM POLYGRAPH EXAM	0.00 0.00 0.00	400.00 400.00 800.00
10001 10001 TOTAL CHECK	v8059 v8059	11/24/23 1125 11/24/23 1125	ATHENS SERVICES ATHENS SERVICES	2056562 2056562	SWEEPER SERVICES SWEEPER SERVICES	0.00 0.00 0.00	200.00 3,350.00 3,550.00
10001	V8060	11/24/23 7546	BAY ALARM COMPANY	0017588	ALARM SERVICE/DEC	0.00	31.00
10001 10001 10001 TOTAL CHECK	V8061 V8061 V8061	11/24/23 6434 11/24/23 6434 11/24/23 6434	CHARTER COMMUNICATIONS H CHARTER COMMUNICATIONS H CHARTER COMMUNICATIONS H	5484432	CABLE SVC/NOV CABLE SVC/NOV INTERNET SVC/NOV	0.00 0.00 0.00 0.00	119.98 250.71 1,699.00 2,069.69
10001 10001 10001 10001 TOTAL CHECK	V8062 V8062 V8062 V8062	11/24/23 1820 11/24/23 1820 11/24/23 1820 11/24/23 1820	COMMERCIAL DOOR COMPANY COMMERCIAL DOOR COMPANY COMMERCIAL DOOR COMPANY COMMERCIAL DOOR COMPANY	0016566 0016566 0016566 0016566	GATE MAINTENANCE GATE MAINTENANCE GATE MAINTENANCE GATE MAINTENANCE	0.00 0.00 0.00 0.00 0.00	2,442.00 2,494.00 1,250.00 950.00 7,136.00
10001	V8063	11/24/23 4860	DONNA COUPLAND	0017583	COMM SVC EDUCATN CLSS	0.00	428.40
10001	v8064	11/24/23 4547	CSG CONSULTANTS INC	0016064	BLDG PLAN REVIEW/SEP	0.00	15,003.68
10001	V8065	11/24/23 7544	CYNTHIA ESTRADA HAEBE	0015128	SEP 2023 SERVICES	0.00	1,952.50
10001	V8066	11/24/23 3021	GLENDORA GLASS & MIRROR	0017583	REPLACE WINDOW GLASS	3.08	183.08
10001 10001 TOTAL CHECK	v8067 v8067	11/24/23 3276 11/24/23 3276	DOCU-TRUST DOCU-TRUST	0016051 0017581	OFF-SITE STORAGE OFF-SITE STORAGE	0.00 0.00 0.00	2.24 8.78 11.02
10001 10001	V8068 V8068	11/24/23 1171 11/24/23 1171	GEORGE'S GRAPHICS GEORGE'S GRAPHICS	0017583 0017585	VETERANS DAY CARDS VETERANS DAY FLYERS	4.00 2.56	43.00 27.56

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FUND - 972 - AP DISBURSEMENT FUND

FUND -	972 - A	h DIZBOKZE	MENI FUN	ט				
CASH ACCT CH	HECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
	V8068 V8068	11/24/23 11/24/23		GEORGE'S GRAPHICS GEORGE'S GRAPHICS	0017585 0017585	PRINTING SVC/DEC PRINTING SVC/NOV	57.61 57.61 121.78	619.61 619.61 1,309.78
10001	v8069	11/24/23	1011	GLENDORA CHAMBER OF COMM	0016008	CITY CONTRACT/NOV	0.00	2,083.33
10001	v8070	11/24/23	1212	GLENDORA TROPHY & ENGRAV	0014000	ENGRAVING	23.22	249.72
10001	V8071 V8071 V8071	11/24/23 11/24/23 11/24/23	1941	GRAINGER GRAINGER GRAINGER	0016566 0016566 5316570	EQUIPMENT PARTS/SUPP EQUIPMENT PARTS/SUPP EQUIPMENT PARTS/SUPP	56.96 6.00 112.75 175.71	612.60 64.54 1,212.67 1,889.81
10001	v8072	11/24/23	1014	H & L CHARTER CO., INC.	2097581	BUS SERVICE 10/26/23	0.00	2,759.50
	V8073 V8073	11/24/23 11/24/23		IDS GROUP INC. IDS GROUP INC.	2059999 3219999	TASK ORDER 652312007 TASK ORDER 652312007	0.00 0.00 0.00	2,950.00 3,268.00 6,218.00
10001	v8074	11/24/23	2241	JOHNNY ALLEN TENNIS ACAD	0017583	COMM SVC EDUCATN CLSS	0.00	858.20
10001 10001 10001 10001	V8075 V8075 V8075 V8075 V8075 V8075	11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23	6449 6449 6449 6449	MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR MICHAELS AUTO REPAIR	5496563 5496563 5496563 5496563 5496563 5496563	VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR VEHICLE MAINT/REPAIR	13.41 0.00 25.09 7.16 51.25 111.71 208.62	209.31 560.00 599.89 741.11 1,101.25 1,846.61 5,058.17
10001	v8076	11/24/23	7678	KANOPY	2297079	PLAY CREDITS	0.00	201.00
10001	V8077	11/24/23	7659	LA - C.A.D.A.	2857585	HOMELESS SVC/OCT	0.00	20,833.33
10001	v8078	11/24/23	2552	LAW ENFORCEMENT MEDICAL	0015128	BLOOD DRAW SERVICE	0.00	350.00
10001	v8079	11/24/23	8079	LEADSONLINE LLC	0015127	CELLHAWK SUBSCRIPTION	0.00	4,995.00
10001	v8080	11/24/23	6473	LOUISE ERNESTINE CRISS B	2314390	MARKETING SVC/OCT	0.00	1,000.00
10001 10001 10001 10001 10001 10001 10001 10001 10001 10001 10001	V8081 V8081 V8081 V8081 V8081 V8081 V8081 V8081 V8081 V8081 V8081 V8081 V8081	11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23 11/24/23	2337 2337 2337 2337 2337 2337 2337 2337	MARIPOSA LANDSCAPES, INC	0016584 202B6584 202B6584 202B6584 202B6584 202B6584 202B6584 202B6584 2314390 2556584 5316582	PARKS & FACILITIES TREES - CONTRACT SERVI HIGHLAND AND OAK KNOWL GMR/PALM DR ASSESSMENT SUNFLOWER AND HAMPTON LORAINE & PALM - ASSES GMR/BOURLDER SPRINGS - HIDDEN SPRINGS TRACT - MEDIANS LANDSCAPE MAIN BID - VILLAGE TRANSPORTATION PARKS - WATER RESERVOIRS	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	58,724.00 1,161.00 208.00 375.00 167.00 50.00 283.00 242.00 9,571.00 426.00 567.00 1,528.00 4,521.00

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FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND						
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	77,823.00
10001 V8082 10001 V8082 TOTAL CHECK	11/24/23 6962 11/24/23 6962	MIDWEST TAPE LLC MIDWEST TAPE LLC	0017078 2297079	BOOKS BOOKS	1.54 0.00 1.54	16.53 1,974.76 1,991.29
10001 V8083	11/24/23 7847	MHP, INC STRUCTURAL ENGI	3219999	LIBRARY STRUCTURAL ANA	0.00	8,960.30
10001 V8084 10001 V8084 TOTAL CHECK	11/24/23 7931 11/24/23 7931	NATIONAL TESTING NETWORK NATIONAL TESTING NETWORK		OCTOBER 2023 TESTING OCT 2023 TESTING	0.00 0.00 0.00	1,155.00 138.00 1,293.00
10001 V8085	11/24/23 5599	KIDZ LOVE SOCCER	0017583	COMM SVC EDUCATN CLSS	0.00	7,307.30
10001 V8086	11/24/23 2871	OVERDRIVE, INC.	2297079	EBOOK/AUDIOBOOK	0.00	10.96
10001 V8087 10001 V8087 TOTAL CHECK	11/24/23 3178 11/24/23 3178	PLACEWORKS PLACEWORKS	0016051 2636051	OCT 2023 SERVICES OCT 2023 SERVICES	0.00 0.00 0.00	2,636.70 14,733.75 17,370.45
10001 V8088	11/24/23 2193	PRO PRINTING INC.	0017076	POSTCARDS	6.15	66.15
10001 V8089 10001 V8089 10001 V8089 TOTAL CHECK	11/24/23 3750 11/24/23 3750 11/24/23 3750	RANCHO JANITORIAL SUPPLI RANCHO JANITORIAL SUPPLI RANCHO JANITORIAL SUPPLI	0017585	JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES	14.92 18.34 78.07 111.33	166.17 201.37 845.55 1,213.09
10001 V8090 10001 V8090 TOTAL CHECK	11/24/23 7417 11/24/23 7417	GENERAL TECHNOLOGIES& SO GENERAL TECHNOLOGIES& SO		DESIGN PLANS FOR TRAFF DESIGN PLANS FOR TRAFF	0.00 0.00 0.00	12,568.00 2,897.20 15,465.20
10001 V8091	11/24/23 3848	ROMO PLANNING GROUP INC.	0016051	CONTRACT PLANNING/OCT	0.00	220.00
10001 V8092	11/24/23 1969	RYDIN DECAL	0015133	2024 PARKING DECALS	0.00	1,177.83
10001 V8093 10001 V8093 10001 V8093 10001 V8093 10001 V8093 10001 V8093 10001 V8093 10001 V8093 TOTAL CHECK	11/24/23 7542 11/24/23 7542 11/24/23 7542 11/24/23 7542 11/24/23 7542 11/24/23 7542 11/24/23 7542 11/24/23 7542	SDI PRESENCE LLC	5484432 5484432 5484419 5484419 5484432 5484432 5484419	JULY MSP PROFESSIONAL JULY MSP PROFESSIONAL JULY MSP PROFESSIONAL JULY MSP PROFESSIONAL AUGUST MSP PROFESSIONA	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	6,952.08 6,952.08 14,250.43 14,250.43 6,952.08 6,952.08 14,250.41 14,250.41 84,810.00
10001 V8094	11/24/23 1386	R&R CUSTOM SIGNS	2314390	HALLOWEEN WALK BANNER	58.84	757.84
10001 V8095	11/24/23 7115	POWER PLUS	2056562	PORTABLE DIESEL & ELE	147.30	1,688.00
10001 V8096	11/24/23 6913	STITCHMANIA INC	0016554	EMBROIDERY	11.67	125.55
10001 V8097	11/24/23 7734	SUPERIOR PAVEMENT MARKIN	5316562	AS NEEDED SIGNING AND	0.00	888.15

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CHECK REGISTER - DISBURSEMENT FUND

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FUND - 972 - AP DISBURSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND						
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 V8097 TOTAL CHECK	11/24/23 7734	SUPERIOR PAVEMENT MARKIN	2056562	AS NEEDED SIGNING AND	0.00 0.00	2,071.85 2,960.00
10001 V8098	11/24/23 7670	THE YOGA DANCE CO.	0017583	COMM SVC EDUCATN CLSS	0.00	367.50
10001 V8099	11/24/23 1362	THREE VALLEYS MUNICIPAL	5309999	GROUNDWATER PROJ	0.00	5,821.99
10001 V8100 10001 V8100 10001 V8100 10001 V8100 10001 V8100 10001 V8100 10001 V8100 TOTAL CHECK	11/24/23 1531 11/24/23 1531 11/24/23 1531 11/24/23 1531 11/24/23 1531 11/24/23 1531 11/24/23 1531	U.S. BANK	401 5484306 5314306 4014306 5424306 5414306 5494306	INTEREST EXPENSE	0.00 0.00 0.00 0.00 0.00 0.00 0.00	-0.91 17,206.97 100,991.68 610,316.10 3,845.13 4,889.72 5,348.45 742,597.14
10001 V8101	11/24/23 2710 11/24/23 2710	UNITED MAINTENANCE SYSTE	0017585 0016582 0016582 0016566 0016566 0017583 0017583 0017585 5316567	JANITORIAL SERVICES FO JANITORIAL SERVICES FO PARKS PARKS FACILITIES FACILITIES RECREATION RECREATION HUMAN SERVICES HUMAN SERVICES WATER ADMIN WATER ADMIN	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	625.00 875.00 17,896.00 17,896.00 8,350.00 2,600.00 2,600.00 1,550.00 1,550.00 550.00 63,392.00
10001 V8102 10001 V8102 TOTAL CHECK	11/24/23 1138 11/24/23 1138	UNDERGROUND SERVICE ALER UNDERGROUND SERVICE ALER		U/GRND SVC ALERT U/GRND SVC ALERT	0.00 0.00 0.00	284.75 114.80 399.55
10001 V8103	11/24/23 4133	WAGEWORKS	970	FSA FEES/MONTHLY FEE	0.00	1,162.00
10001 V8104	11/24/23 1169	YWCA	0017585	SR NUTRITION PROG/OCT	0.00	500.00
10001 111354	11/24/23 1300	A-1 PARTY	0017583	ASTRO TURF	40.80	1,258.00
10001 111355	11/24/23 3686	AZUSA PLUMBING SUPPLY IN	0016566	PLUMBING SUPPLIES	6.98	75.10
10001 111356	11/24/23 1273	BAKER & TAYLOR, INC.	0017079	BOOKS	1.72	18.86
10001 111357	11/24/23 3045	CALIFORNIA PLANNING & DE	0016051	SUBSCRIPTION	0.00	238.00
10001 111358	11/24/23 7817	CULLIGAN OF COVINA	5316571	SOFT WATER/OCT	0.00	153.25
10001 111359 10001 111359 10001 111359 10001 111359	11/24/23 2236 11/24/23 2236 11/24/23 2236 11/24/23 2236	DAKTRONICS, INC. DAKTRONICS, INC. DAKTRONICS, INC. DAKTRONICS, INC.	3219999 3219999 3219999 3219999	SOLE SORCE FOR SCOREBO SOLE SORCE FOR SCOREBO SOLE SORCE FOR SCOREBO SOLE SORCE FOR SCOREBO	0.00 0.00 0.00 0.00	2,549.36 2,549.36 4,566.19 4,566.19

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FUND - 972 - AP DISBURSEMENT FUND

	FUND - 972 - AP DISBURSEMENT FUND								
C	ASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
1	.0001 .0001 OTAL CHE	111359 111359 CK	11/24/23 11/24/23		DAKTRONICS, INC. DAKTRONICS, INC.	3219999 3219999	SOLE SORCE FOR SCOREBO SOLE SORCE FOR SCOREBO	0.00 0.00 0.00	9,132.38 16,357.17 39,720.65
1	.0001	111360	11/24/23	3817	BELLA LUNA INC	2314390	HOLIDAY STROLL PORT.	0.00	2,842.00
1	.0001	111361	11/24/23	4377	VILLAGE EATERY	2297079	CATERING	24.09	259.09
1	.0001	111362	11/24/23	4488	ARROYO BACKGROUND INVEST	0015126	POLICE DEPARTMENT BACK	0.00	800.00
1	.0001	111363	11/24/23	5405	YOUNGBLOOD & ASSOCIATES	0015126	POLYGRAPH EXAMINATION	0.00	350.00
1	.0001	111364	11/24/23	8101	FIONA WILSON	531	UB REFUND	0.00	162.54
1	.0001	111365	11/24/23	7347	FLOCK SAFETY	5484432	FALCON CONTRACT	0.00	75,000.00
1	.0001	111366	11/24/23	1059	ESPERANZA FLORES DANCE G	0017583	COMM SVC EDUCATN CLSS	0.00	1,281.00
1 1	.0001 .0001 .0001 .OTAL CHE	111367 111367 111367 CK	11/24/23 11/24/23 11/24/23	4959	FRONTIER FRONTIER FRONTIER	5484419 5484419 5484432	TELEPHONE SVC/NOV TELEPHONE SVC/NOV TELEPHONE SVC/NOV	0.00 0.00 0.00 0.00	7,076.09 94.83 648.09 7,819.01
1	.0001	111368	11/24/23	6570	NAPA AUTO PARTS	5496563	VEHICLE PARTS/SUPP	18.45	198.43
1	.0001	111369	11/24/23	7842	GRIGOLLA & SONS CONSTRUC	2056562	CONCRETE MAINTENANCE	0.00	34,847.90
1	.0001	111370	11/24/23	3626	HOLLIDAY ROCK CO., INC.	2056562	ST REPAIR/MAINT SUPP	28.06	390.06
1	.0001	111371	11/24/23	4283	HONEYWELL INTERNATIONAL	0016566	EQUIPMENT SERVICE	0.00	1,129.16
1	.0001	111372	11/24/23	TEMP	JOSIE BARTHEL	0017581	ACTIVITY REFUND	0.00	90.00
1	.0001	111373	11/24/23	TEMP	JUSTINE BUCHHOLZ	0017583	ACTIVITY REFUND	0.00	130.00
1 1	.0001 .0001 .0001 .OTAL CHE	111374 111374 111374 CK	11/24/23 11/24/23 11/24/23	1894	KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT KEYSTONE UNIFORM DEPOT	0015126 0015126 0015126	POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS	0.00 12.09 108.65 120.74	10.00 142.04 1,168.65 1,320.69
1	.0001	111375	11/24/23	4265	LA COUNTY SHERRIF'S DEPA	0015134	INMATE MEAL SERVICE	0.00	467.10
1	.0001	111376	11/24/23	TEMP	LISA ARIK	0017588	ACTIVITY REFUND	0.00	110.00
1	.0001	111377	11/24/23	TEMP	MARIA SANTANA	0017581	ACTIVITY REFUND	0.00	300.00
1	.0001 .0001 OTAL CHE	111378 111378 CK	11/24/23 11/24/23		OFFICE DEPOT OFFICE DEPOT	0015133 0015133	OFFICE SUPPLIES OFFICE SUPPLIES	31.97 46.86 78.83	343.89 504.01 847.90
1	.0001	111379	11/24/23	4076	O'REILLY AUTO PARTS	5496563	VEHICLE PARTS/SUPP	2.87	30.85

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FUND - 972 - AD DISRUPSEMENT FUND

FUND - 972 - AP DISBURSEMENT FUND						
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001 111380	11/24/23 4771	PITNEY BOWES INC	0014010	SUPPLIES	44.23	475.79
10001 111381 10001 111381 10001 111381 TOTAL CHECK	11/24/23 2699 11/24/23 2699 11/24/23 2699	QUINN RENTAL SERVICES QUINN RENTAL SERVICES QUINN RENTAL SERVICES	0014010 5496563 5496563	EQUIPMENT PARTS/SUPP PARTS PARTS	14.30 349.57 0.00 363.87	164.82 4,531.92 5,325.74 10,022.48
10001 111382	11/24/23 1074	REYNOLDS	5496563	VEHICLE PARTS/SUPP	2.51	28.92
10001 111383 10001 111383 10001 111383 10001 111383 10001 111383 TOTAL CHECK	11/24/23 3633 11/24/23 3633 11/24/23 3633 11/24/23 3633 11/24/23 3633	RIGHT OF WAY, INC.	2056562 2056562 2056562 2056562 2056562	SAFETY SIGNS/SUPPLIES SAFETY SIGNS/SUPPLIES SAFETY SIGNS/SUPPLIES SAFETY SIGNS/SUPPLIES SAFETY SIGNS/SUPPLIES	13.30 15.39 17.96 102.62 108.06 257.33	153.30 177.39 206.96 1,182.87 1,245.56 2,966.08
10001 111384	11/24/23 2116	SAFEGUARD ENVIROGROUP, I	0016566	MOLD SERVICES	0.00	1,195.00
10001 111385	11/24/23 1226	SAN GABRIEL VALLEY CITY	0014101	LUNCH MEETING	0.00	70.00
10001 111386 10001 111386 10001 111386 10001 111386 10001 111386 10001 111386 TOTAL CHECK	11/24/23 1024 11/24/23 1024 11/24/23 1024 11/24/23 1024 11/24/23 1024 11/24/23 1024	SAN GABRIEL VALLEY EXAMI SAN GABRIEL VALLEY EXAMI	0016051 5314010 0014010 0016051	OCT 2023 PUB NOTICES	0.00 0.00 0.00 0.00 0.00 0.00 0.00	77.00 77.00 60.50 60.50 203.50 385.00 863.50
10001 111387	11/24/23 TEMP	SANDRA COLLINS	0017585	ACTIVITY REFUND	0.00	160.00
10001 111388 10001 111388 10001 111388 10001 111388 10001 111388 10001 111388 TOTAL CHECK	11/24/23 1027 11/24/23 1027 11/24/23 1027 11/24/23 1027 11/24/23 1027 11/24/23 1027	SOCALGAS SOCALGAS SOCALGAS SOCALGAS SOCALGAS SOCALGAS	0015126 0016566 0017583 2096086 5316568 0017583	GAS SERVICE/OCT GAS SERVICE/OCT GAS SERVICE/OCT GAS SERVICE/OCT GAS SERVICE/OCT GAS SERVICE/OCT	0.00 0.00 0.00 0.00 0.00 0.00	306.15 35.15 44.77 78.44 88.07 19.11 571.69
10001 111389 10001 111389 10001 111389 TOTAL CHECK	11/24/23 TEMP 11/24/23 TEMP 11/24/23 TEMP	SOLCIUS LLC SOLCIUS LLC SOLCIUS LLC	2606064 2636051 0016064	PERMIT REFUND PERMIT REFUND PERMIT REFUND	0.00 0.00 0.00 0.00	21.30 25.56 213.00 259.86
10001 111390	11/24/23 5377	SONSRAY MACHINERY, LLC	5496563	EQUIPMENT PARTS/SUPP	42.67	461.24
10001 111391 10001 111391 TOTAL CHECK	11/24/23 2783 11/24/23 2783	SPRAGUES READY MIX SPRAGUES READY MIX	0016562 0016562	ST REPAIR/MAINT SUPP ST REPAIR/MAINT SUPP	76.00 104.81 180.81	817.50 1,127.31 1,944.81
10001 111392	11/24/23 8100	TAYLOR MORRISON	531	UB REFUND	0.00	297.42
10001 111393	11/24/23 6668	TERRY M HOWICK PHOTOGRAP	2314390	11/17 SANTA PHOTOS	0.00	300.00

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CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date='20231124 00:00:00.000' ACCOUNTING PERIOD: 5/24

FUND - 972 - AP DISBURSEMENT FUND

CASH ACC	T CHECK NO	ISSUE DT VENDOR	NAME	KEY ORG	DESCRIPTION	SALES TAX	AMOUNT
10001	111394	11/24/23 5224	TUCKER TOURS, LLC	0017585	PURCHASE OF TICKETS	0.00	4,845.00
10001 10001 10001 10001 10001 TOTAL CHI	111395 111395 111395 111395 111395	11/24/23 1924 11/24/23 1924 11/24/23 1924 11/24/23 1924 11/24/23 1924	UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION UNIFIRST CORPORATION	0016582 0016584 2556584 5316570 5316570	PARKS TREES TREES / MEASURE M WATER - DISTRIBUTION WATER - DISTRIBUTION	0.00 0.00 0.00 0.00 0.64 0.64	25.96 12.97 12.98 -9.35 338.24 380.80
10001	111396	11/24/23 3547	WATERWISE CONSULTING INC	5309999	WATER CONSERVATION PRO	0.00	5,434.00
TOTAL CAS	SH ACCOUNT					2,365.14	1,326,352.99
TOTAL FU	ND					2,365.14	1,326,352.99
TOTAL REI	PORT					2,365.14	1,326,352.99

SUNGARD PENTAMATION DATE: 11/22/2023 TIME: 15:52:06

CITY OF GLENDORA CHECK AND VOUCHER REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11 ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001	GENERAL FUND	177,799.21
202B	LANDSCAPE ASSESSMENT	1,325.00
205	STATE GAS TAX FUNDS	19,830.85
209	PROP A TRANSIT FUND	2.759.50
229	LIBRARY FOUNDATION	2,186.72
231	GLENDORA VILLAGE BUS DIST	2.183.84
255	MEASURE M	567.00
263		14,733.75
285	AFFORDABLE HOUSING FUND	20.833.33
321	CAPITAL PROJECTS FUND	27,693.50
401	PENSION OBLIGATION BONDS	610.315.19
530	WATER CAPITAL PROJECTS	5.821.99
531	WATER OPERATIONS FUND	110,641.05
541		4.889.72
542		3.845.13
548	TECHNOLOGY FUND	103,966.68
549		15,682.35
970		1.162.00
	PAYROLL DISBURSEMENT FUND	
TOTAL	REPORT	1,126,236.81

SUNGARD PENTAMATION DATE: 11/22/2023 TIME: 15:36:37

CITY OF GLENDORA CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1 VENCHK11

ACCOUNTING PERIOD: 5/24

FUND	FUND TITLE	AMOUNT
001 205 209 229 231 255 260 263 321 530 531 548 549	GENERAL FUND STATE GAS TAX FUNDS PROP A TRANSIT FUND LIBRARY FOUNDATION GLENDORA VILLAGE BUS DIST MEASURE M PLAN MAINT FEES GENERAL PLAN MAINT FEE CAPITAL PROJECTS FUND WATER CAPITAL PROJECTS WATER OPERATIONS FUND TECHNOLOGY FUND VEHICLE REPLACEMENT FUND	18,269.34 38,204.04 78.44 259.09 3,142.00 397.98 21.30 25.56 39,720.65 5,434.00 1,167.67 82,819.01 10,577.10
TOTAL REI	PORT	200,116.18



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: COMMUNITY DEVELOPMENT DISTRICT(S): CITYWIDE

SUBJECT: EXECUTE FUNDING AGREEMENT FOR SECTION 5310 ENHANCED MOBILITY OF

SENIORS AND PERSONS WITH DISABILITIES PROGRAM

RECOMMENDATION

That the City Council:

- 1. Authorize the City Manager to execute the Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program; and
- 2. Authorize an increase in estimated revenues and a supplemental appropriation in the amount of \$140,000 to Fund 207 Grants Fund.

STRATEGIC FOCUS AREAS

- Goal 2: Maintain Financial Stability and Sustainability (MFSS)
- Goal 5: Improve and Maintain the City's Infrastructure and Facilities (IMCIF)

EXECUTIVE SUMMARY

City of Glendora applied for grant funding through the Federal Transit Administration's Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities. On October 3, 2023, the Federal Transit Administration (FTA) and the Los Angeles County Metropolitan Transportation Authority (LA Metro) awarded the City of Glendora \$140,000 for the purchase of two replacement Dial-A-Ride vehicles. To access these funds, the City of Glendora will need to execute the attached Funding Agreement (Attachment A).

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On February 14, 2023, City Council adopted a resolution entitled, "A Resolution of the City Council of the City of Glendora, California, authorizing the Community Development Director to sign the General Certifications and Assurances required to submit FTA grant applications." This adopted resolution allowed the City to be eligible for Section 5310 funds allowing the Community Development Director to sign all necessary sections of the grant application.

DISCUSSION

Background

Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds is an FTA administered funding program to improve transportation options for seniors and persons with disabilities. Within Los Angeles County, cities are generally ineligible to apply directly to the FTA for funding. In its capacity as the regional transportation funding agency, Metro acts as a passthrough for certain federal funds such as Section 5310. Staff applied for Section 5310 to assist with maintaining the transit fleet in a state of good repair. Staff submitted the application in early 2023 and received initial notice of award in September 2023. The FTA formally approved the projects on October 3, 2023.

Scope of Work

The City of Glendora's application requested funding for two replacement dial-a-ride vans. The two new

Staff Report Page 2 of 2 Item #7. Page 2

vehicles will allow the City to continue consistent and efficient service without sacrificing quality. Approval of the Funding Agreement will allow us to proceed with procurement for the vehicles.

FISCAL IMPACT

This action will add \$140,000 to the FY 2023-24 revenue and expenditure budgets in the Grants Fund 207 for the purpose of procuring two Dial-A-Ride vehicles. Under the grant, the City of Glendora is obligated to provide 10% local match of \$15,555. The FY2023-24 budget includes \$15,555 for vehicles from Fund 209 – Proposition A Local Return, account number 2096086.72300. Fund 209 is only eligible for public transit capital and operations.

ENVIRONMENTAL DETERMINATION

Not Applicable.

Prepared By Vanessa Nalbandian Concurs With Not Applicable

Reviewed By Jeff Kugel, Community Development Director Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

A. Funding Agreement

GRANT NUMBER: CA-2023-236-00 AGMT# 9200000000S2305 FIS NUMBER: 700512 SAM UEI: K3F1VJ28JHF5

CFDA: 20.513 SAM SEARCH: 09/29/2023

FUNDING AGREEMENT FOR SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

This Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (the "Agreement") is dated for reference purposes only October 1, 2023, and is by and between the City of Glendora (the "Agency") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS

- **A**. On April 23, 2014, the Governor of the State of California designated the LACMTA as the Designated Recipient of funds allocated to large-urbanized areas within Los Angeles County from the Federal Transit Administration (FTA) Section 5310 Program.
- **B.** On November 13, 2014, the LACMTA Board authorized the process to allocate available funding to state, city, and/or nonprofit agencies as subrecipients for LACMTA in its role as the Designated Recipient for Section 5310 grant funds (the "Federal Funds").
- C. On June 22, 2023, the LACMTA Board authorized the LACMTA Chief Executive Officer (CEO) or their designee to negotiate and execute Agreements with agencies as subrecipients and approved the application and award of \$140,000 in traditional capital assistance to the Agency for the purchase of two minivans for replacement (the "Project"). Funding of this Project is subject to final execution of the Federal Grant agreement between the FTA and the LACMTA.
- **D**. As the Agency is currently not able to directly apply for the Federal Funds, LACMTA prepared and submitted a grant application to the FTA on the Agency's behalf.
- **E.** The total cost for the Project described in the Scope of Work (the "SOW"), attached as Exhibit "A", hereto is estimated to be \$155,555 ("Estimated Cost").
- **F.** The Agency has agreed to provide the required local match of \$15,555 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project.
- **G.** LACMTA assumes no responsibility for the funding of any portion of the Project. LACMTA is only acting as a pass-through conduit for the Agency.
- **H**. The Agency understands that the Federal Funds provided herein are subject to the federal lapsing policy and that it must have obtained the environmental clearance required by federal regulations to use the Federal Funds.

I. The parties desire to execute this Agreement so LACMTA may pass along the Federal Funds received from the Federal Grant to the Agency.

1. PAYMENT OF FUNDS

- 1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall forward Federal Funds in an amount not to exceed \$140,000 (the "Funding Amount") to the Agency subject to the terms and conditions of the Federal Grant and this Agreement.
- **1.2** Payments to the Agency will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.
- 1.3 The Agency shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. LACMTA COSTS

2.1 LACMTA will not charge the Agency for administrating these Federal Funds.

3. TERM

3.1 The term of this Agreement shall commence on the date of the LACMTA's CEO or their designee's signature ("Effective Date") and shall terminate four years after the Effective Date of this Agreement (the "Termination Date"), unless terminated earlier as provided herein, or extended by a written approval from the LACMTA.

4. <u>REQUEST FOR REIMBURSEMENT</u>

- **4.1** The Agency shall contribute at least the statutorily or other required local contribution of matching funds (other than Federal Funds and any other USDOT funds), if any is specified within this Agreement or any attachments hereto, toward the actual costs of the Project. The Agency's Local Match under this Agreement is \$15,555.
- **4.2** Not more frequently than once a month, the Agency will prepare and submit to the LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by the Agency consistent with the Project's SOW. The Request for Reimbursement submitted by the Agency shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.
- **4.3** Each Request for Reimbursement shall report the total of Project expenditures, specify the percentage and amount of Federal Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

- **4.4** If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the SOW document which were accomplished prior to the Effective Date of this Agreement, which costs could be credited toward the required Local Match provided that LACMTA has provided prior written approval for such expenditures to the Agency.
- **4.5** LACMTA may retain ten percent (10%) of each invoice amount until LACMTA has evaluated the Agency's performance according to the criteria specified by LACMTA and the data provided by the Agency and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. The Agency shall invoice LACMTA for reimbursement of the 10% retention separately.
- **4.6** The Request for Reimbursement must be submitted on the Agency's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.
- **4.7** The Agency should consult with LACMTA's Section 5310 Program Manager for questions regarding non-reimbursable expenses.
- **4.8** Total payments shall not exceed the Funding Amount specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.
- **4.9** If any amounts paid to the Agency are disallowed or not reimbursed by the FTA for any reason, the Agency shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.
- **4.10** The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. The Agency acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and LACMTA requirements, including any amendments thereto.
- **4.11** All requests for reimbursement must first be approved by the Program Manager prior to submission for payment. Once approved, requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

Option 1) E-mail:

AccountsPayable@Metro.net AGMT# 9200000000S2305

Option 2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority P.O. Box 512296
Los Angeles, CA 90051-0296
Attention: Accounts Payable, AGMT# 9200000000S2305

A copy of all Requests for Reimbursement submittals shall also be forwarded to LACMTA's Section 5310 Program Manager, either by email or by standard mail to the following address:

Los Angeles County Metropolitan Transportation Authority Grants Management and Oversight Attention: Section 5310 Program Manager

One Gateway Plaza Mail Stop: 99-23-3 Los Angeles, CA 90012-2952

4.12 The Agency shall provide written notification to LACMTA's Section 5310 Program Manager regarding any changes to the Project management team. Unless otherwise specified, the following Agency address will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of Glendora 116 East Foothill Blvd. Glendora, CA 91741 Attention: Section 5310 Grant Subrecipient

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by the LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and the Agency execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. <u>FEDERAL REQUIREMENTS</u>

- **6.1** The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the SOW, and in accordance with the Federal Grant requirements of the FTA and this Agreement.
- **6.2** All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to the most current versions of:
 - a) 49 CFR part 26 (DBE Requirements)
 - b) 49 U.S. Code Section 5333(b) (Labor Standards)
 - c) Assurances of legal authority
 - d) Buy America requirements
 - e) Certification of a drug-free workplace
 - f) Certification of non-debarment, suspension, or termination (SAM.gov)
 - g) FTA Circular C 4710.1 (ADA Act Guidance)
 - h) CMAQ Program Guidance (Applicable only to CMAQ)
 - i) FTA Circular C 4220.1 (Third-Party Contracting)

- j) FTA Circular C 4702.1 (Title VI Requirements)
- k) FTA Circular C 4704.1 (EEO Act Guidance)
- l) FTA Circular C 5010.1 (Award Management Requirement)
- m) FTA Circular C 9030.1 (Applicable only to Section 5307)
- n) FTA Circular C 9070.1 (Applicable only to Section 5310)
- o) Inter-governmental review
- p) Lobbying certifications
- q) NEPA environmental review
- r) Office of Management and Budget (OMB) circulars
- s) Public Transportation Agency Safety Requirements
- t) Title 2 CFR, Subpart E (Cost Principles)
- u) Title 2 CFR, Subpart F (Single audit requirements)
- v) Transit Asset Management Requirements
- **6.3** LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled or if the Federal Grant is not appropriated for any reason. In the event the Federal Grant is closed, the Agency will reimburse LACMTA any funds paid to the Agency that are no longer available under the Federal Grant.
- **6.4** Should the FTA or the United States Department of Labor (USDOL) require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, the Agency shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. <u>REPORTING AND AUDIT REQUIREMENTS</u>

- **7.1** The Agency shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA, and the USDOL regarding Project reporting, audit requirements and site visits. The Agency shall use the assigned Agreement number on all correspondence.
- **7.2** The Agency shall submit upon request all applicable Reports, Certifications, and other documents to LACMTA for the duration of the Project and/or the life of any assets acquired through the Project. These include, but are not limited to:
 - a) Annual FTA Compliance Self-Certification Package
 - b) Maintenance Plans and Records for Vehicles, Equipment and/or Facilities Funded with FTA Funds
 - c) Quarterly Narrative and Financial Report on Project Progress
 - d) Title VI, ADA and DBE Program Documents
 - e) Transit Asset Management Plan
- 7.3 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. The Agency shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. The Agency shall reimburse LACMTA for any

expenditure not in compliance with the SOW or other terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use Federal Acquisition Regulation (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

- **7.5** The Agency shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Federal Grant, whichever time period is greater.
- **7.6** The Agency shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of Title 2 of the Code of Federal Regulations Subpart F. The Agency shall submit a copy of each single audit to the LACMTA within 30 days of its completion.

8. ALLOWABLE COSTS

- **8.1** Allowable Project costs are described in the Federal Grant, the SOW, and in federal guidelines. Allowable Project costs, including in-kind contributions and donations to meet the statutorily or other required local assistance of matching funds (other than Federal Funds or other USDOT funds), will be accepted only if they meet the requirements of Title 2 of the Code of Federal Regulations Subpart E.
- **8.2** The following guidelines shall apply for indirect costs and in-kind contributions and donations:
 - Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by the Agency: i) provide evidence of a federally approved Cost Allocation Plan and indirect rate, as required by federal guidelines; ii) submit a written request to LACMTA; and iii) receive a written approval from LACMTA prior to incurring the expenditure.
 - In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA after verification of compliance with federal guidelines.

9. <u>INCIDENTAL USE</u>

- **9.1** Incidental use means the limited authorized use of project assets acquired with FTA assistance for purposes other than those described in Exhibit A: Scope of Work. Such use must not conflict with the approved purposes of the project and must not interfere with the intended transit use or service for which the project asset was originally acquired.
- **9.2** The Agency shall obtain written approval from LACMTA prior to operating FTA funded project assets for incidental use.

10. MAINTENANCE AND DISPOSITION OF ASSETS

- 10.1 Adequate maintenance procedures must be developed and implemented to keep the FTA funded project assets in good condition. Agencies must maintain FTA funded project assets in good operating order and in compliance with any applicable federal regulations. Agencies must have a written vehicle maintenance plan and/or a facility/equipment maintenance plan. These plans should describe a system of periodic inspections and preventive maintenance to be performed at certain defined intervals.
- **10.2** The Agency must keep satisfactory records pertaining to the use of FTA funded project assets and submit to LACMTA upon request as may be required to assure compliance with federal requirements.
- **10.3** Warranties, when part of FTA funded project asset contracts, should provide for correction of defective or unacceptable materials or workmanship.
- **10.4** Disposition requirements apply to FTA funded project assets that have met their useful life, as well as assets that are prematurely withdrawn from service before its useful life has been ended.
- **10.5** The Agency shall notify LACMTA of intentions to remove FTA funded project assets from service.
- **10.6** The Agency shall obtain written approval from LACMTA prior to the disposition of FTA funded project assets.

11. FUNDS AVAILABILITY

This Agreement will allow the LACMTA to pass along the Federal Funds from the Federal Grant to the Agency. The Funding Amount consists of Section 5310 Federal Funds and is subject to the terms and conditions of this Agreement, the Federal Grant, and the applicable requirements of the LACMTA and the FTA. This Agreement neither implies nor obligates any funding commitment by the LACMTA for the Project. All funds are contingent upon federal appropriation and the FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, the Agency assumes all the risk of spending the Local Match early on the Project.

12. <u>EXPENDITURE AND DISPOSITION OF FUNDS</u>

- **12.1** The expenditure and disposition of the Funding Amount by the Agency shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and the FTA. The Agency shall not utilize the Funding Amount in any way or on any project other than that specified in this Agreement and in the Federal Grant.
- **12.2 ONLY FOR NON-CONSTRUCTION PROJECTS** At the substantial completion of the Project, the Agency will submit to LACMTA a Notice of Substantial Completion when: (i) the Agency has completed all procurement or work contained within the SOW; and (ii) the Agency has ensured that the procurement was performed in accordance with all applicable Project requirements.

Within a reasonable time thereafter, the Agency and LACMTA will meet to conduct a site visit, as applicable, to: (a) verify that all vehicles/equipment have been received by the Agency; (b) validate that the vehicles/equipment have been placed in service; (c) confirm that the provider(s) have been paid; (d) verify that the Agency's Project and/or procurement files are in order; and, (e) agree on a punch list. The Agency shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will meet with the Agency to re-inspect the procured item(s). If the procured item(s) is not accepted or approved by LACMTA, the Agency shall perform such acts as are necessary to obtain acceptance of the procured item(s). Once LACMTA accepts the procured item(s), LACMTA will release any retention and make a final payment to the Agency.

- **12.3** The Agency shall be responsible for any and all cost overruns and/or operating deficits for the Project. Further, the Agency shall be responsible for covering operating deficits through long-term stable and reliable sources of revenue and to maintain and operate the federally funded Project.
- **12.4** Upon completion of the Project described in the SOW and disposition of the 10 percent retention, any unused Funding Amount shall revert back to the FTA.
- **12.5** The Agency shall address all correspondence to the FTA regarding this Project through LACMTA's Section 5310 Program Manager.
- **12.6** The programmed budget (the "Financial Plan") specifying the sources and amounts of funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".
- 12.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Financial Plan or the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or their designee and an amendment to the Federal Grant evidencing the FTA's acceptance of such material change. The Agency shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or SOW that it originally submitted to LACMTA.

13. TIMELY USE OF FUNDS

- **13.1** The Agency shall adhere to the Funding Amount programmed under this Agreement, and funds should be expended within the Term of this Agreement as described in Section 3.1.
- 13.2 In the event this Agreement is not executed and/or evidence of adherence to the Timely Use of Funds as described in Section 11.1 of this Agreement is not provided, the Project will be reevaluated by LACMTA, and the Funding Amount may be deobligated consistent with the FTA's requirements. In the event that the Funding Amount is deobligated, this Agreement shall automatically terminate.

14. **DEFAULT**

Default under this Agreement is defined as one or more of the following: (i) the Agency fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) the Agency fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) the Agency makes a material change to the SOW or the Financial Plan without prior written consent or approval

by LACMTA and the FTA; or, (iv) the Agency is in default of any other applicable requirements of LACMTA or the FTA.

15. <u>REMEDIES</u>

- 15.1 In the event of a default by the Agency (as defined in Section 12), the LACMTA shall provide written notice of such default to the Agency with a 30-day period to cure the default. In the event the Agency fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:
 - (a) LACMTA may terminate this Agreement;
 - (b) LACMTA may make a determination to make no further disbursements of the Funding Amount to the Agency;
 - (c) LACMTA may recover from the Agency any funds paid to the Agency after the default; and/or,
 - (d) Any remedies the FTA may have under the Federal Grant.
- **15.2** Effective upon receipt of written notice of termination from LACMTA, the Agency shall not undertake any new work or obligation with respect to this Agreement unless approved by LACMTA in writing.
- 15.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

16. <u>SECTION 5333(b) REQUIREMENTS</u>

- **16.1** For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement the Agency certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received, including any specific terms and conditions included in USDOL's certification letter for the FTA grant.
- 16.2 The Agency shall indemnify, defend, and hold harmless the LACMTA and its employees, officers, and agents for any claims properly brought by public transportation employees in the Agency's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf of the Agency for the Project.

17. TERMINATION

17.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either the Agency or LACMTA may terminate its obligations hereunder at any time, without cause, prior to submittal of the grant application to the FTA by providing not less than ten (10) calendar days advanced written notice of such intent to terminate. The Agency and LACMTA may mutually terminate this Agreement with less than ten (10) days written notice if approved by both parties.

17.2 In the event of termination of this Agreement, LACMTA will immediately stop rendering services under this Agreement.

18. OTHER TERMS AND CONDITIONS

- **18.1** This Agreement, along with the applicable requirements of the FTA, the USDOL, LACMTA, and the Federal Grant, constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.
- **18.2** In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.
- 18.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Agency under or in connection with any work performed by, and/or service provided by, the Agency, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. The Agency shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funds by the Agency, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Agency obligations under this Agreement or the Grant; or (iv) any act or omission of the Agency, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work described in this Agreement.
- 18.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- **18.5** The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.
- **18.6** The Agency shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or their designee, and any assignment without said

consent shall be void and unenforceable.

- **18.7** Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, the Agency may contract with other entities, including its affiliates in a project management role, to implement this Agreement.
 - **18.8** This Agreement does not include funds for Research and/or Development Activities.
- **18.9** This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- **18.10** The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- **18.11** All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.
- **18.12** The Agency, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.
- **18.13** The Agency agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.
- **18.14** The Agency agrees that federal laws and regulations control Project award and implementation. The Agency also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. The Agency understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the Agency may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.
- **18.15** The Agency understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. New federal laws, regulations and directives may become effective after the date on which the Agency executes the Agreement for the Project and might apply to that Agreement. The Agency agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any time, except to the extent FTA determines otherwise in writing.

18.16 The Agency understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5310 Program (20.513) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

Exhibits

Exhibit A: Scope of Work Exhibit B: Financial Plan

Exhibit C: Subrecipient Procurement Certification

Exhibit D: Transit Asset Management (TAM) Plan Requirements

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Stephanie N. Wiggins Chief Executive Officer
APPROVED AS TO FORM:
DAWYN R. HARRISON County Counsel By: Deputy Date
GRANTEE: CITY OF GLENDORA
By:
APPROVED AS TO FORM (OPTIONAL):
By: Date General Counsel

Page 13 of 18

AGMT# 9200000000S2305

EXHIBIT A

SCOPE OF WORK

Glendora Vehicle Replacement

• Traditional Capital Assistance to Purchase Two (2) Class D Minivans (Gas) for Replacement. Seating Capacity is up to 5 Ambulatory, 2 Wheelchairs. The Useful Life Benchmark is 4 years or 100,000 Miles.

The City of Glendora will replace two vans used for their dial-a-ride service, that have met their useful life. Having vehicles replaced at the end of their useful life will reduce the likelihood of breakdowns and costly repairs. This will allow Glendora to continue providing high-quality paratransit service by maintaining on-time performance, reliability, and passenger safety and comfort. The City of Glendora provides dial-a-ride service for Glendora residents who are seniors and/or persons with disabilities. The dial-a-ride service hours are Monday-Friday, 8:00AM-5:00PM and Saturday-Sunday, 9:00AM-2:00PM. The dial-a-ride service provides trips within the City of Glendora as well as to eight regional medical facilities. Most of their customers rely on the Glendora Dial-a-Ride for nearly all transportation trips. Having reliable vehicles will allow Glendora to continue providing high-quality and reliable paratransit service to their residents.

The vehicles being replaced have met and/or exceeded their useful life and will be disposed of in accordance with Federal requirements. The vehicles scheduled for purchase will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

The following is a description of the vehicles slated for disposition:

	Last 5-digits of	
Description	VIN	Vehicle Disposition
2014 MV-1	02199	Sell
2018 V-Ford Transit 350, Nor Cal Van	92099	Sell

Performance Measures

- (a) \geq 750 seniors and/or persons with disabilities afforded mobility as a result of the project annually.
- (b) \geq 6,800 actual/estimated rides (measured by one-way passenger trips) provided as a result of the project implementation annually.

Timeline

Milestone	Est. Completion Date	<u>Description</u>
RFP/IFB Issue Date	11/1/2023	Vehicles will be procured through the CalAct/MBTA Purchasing Cooperative. The Cooperative provides a Federal and California State compliant purchasing solution to purchase ADA compliant vehicles.
Contract Award	1/1/2024	Award contract with approved vendor from CalAct/MBTA pre-approved vendor list.
First Vehicle Delivery	7/1/2024	Delivery of first vehicle. Includes a complete inspection and a Pre- and Post-delivery certification audit.
Last Vehicle Delivery	7/1/2026	Second vehicle delivered and inspected. Will have a two- year gap between orders and deliveries.
Contract Close-out	10/1/2026	All work completed, and all vehicles placed into service.

Deliverables

- a. Implement the Project consistent with the Scope of Work and the Federal Grant (including any amendments approved by the LACMTA and the FTA), and in compliance with all applicable federal regulations.
- b. Submit all required reports and certifications as detailed in this Agreement and as requested by LACMTA and FTA.

EXHIBIT B

FINANCIAL PLAN

The total cost of the Project is \$155,555. The following is a description of the funding category and the corresponding funding amounts and source to implement the Project.

Category	<u>FTA Grant</u>	<u>Local Match</u>
Traditional Capital Assistance	\$140,000	\$15,555

Sources of Federal Financial Assistance

<u>UZA ID</u>	<u>Funding Source</u>	<u>Amount</u>
Los Angeles/Long Beach/Anaheim Urbanized Area (60020)	FTA Section 5310	\$140,000

Local Match

The Agency shall use Non-USDOT funds to match the grant. Transportation Development Credits in lieu of a portion of the local match was used: \$15,555.

FUNDING SOURCES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Section 5310 (2023 Award)- Traditional Capital	\$140,000	\$140,000	
2. Glendora Prop A Local Return	\$15,555		\$15,555
Total	\$155,555	\$140,000	\$15,555
	100%	90%	10%

ELIGIBLE EXPENSES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Vehicle Replacement- Class D Minivan (2)	\$155,555	\$140,000	\$15,555
Total	\$155,555	\$140,000	\$ 15,555

EXHIBIT C

SUBRECIPIENT PROCUREMENT CERTIFICATION

As a condition for receiving certain subrecipient federal funds from the Los Angeles County Metropolitan Transportation Authority (Metro), The Agency certifies that procurement procedures will ensure an open competitive process and will conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, "Third Party Contracting Guidance". Furthermore, solicitation documents will not be released to the public or individual procurement contracts will not be executed until a Metro representative has reviewed all applicable procurement procedures and documents.

Metro will be notified of the contract or option award including the name of the successful bidder, the total dollar value of the contract or option and the contract or option award date within three business days of the award.

Page 17 of 18

EXHIBIT D

TRANSIT ASSET MANAGEMENT (TAM) PLAN REQUIREMENTS

TAM PLAN SUBRECIPIENT ELIGIBILITY CRITERIA

Metro subrecipients who meet the following criteria are required to conduct a TAM plan and may participate in a Group TAM plan.

- Agencies that are Tier II providers.
- Agencies that own operate or manage capital transit assets currently in service and used in the provision of public transit open door service (i.e. not restricted to specific groups) or that are within the federal interest time period.
- Agencies that are <u>NOT</u> direct recipients of FTA section 5307 funds.
- Agencies that are a Metro subrecipient of FTA Chapter 53 financial assistance pass through grants, open door, including section 5309, 5310, 5316, 5317 or other FTA fund sources.
- Agencies that own transit asset(s) acquired with FTA funds such as facilities (i.e. parking garage at a rail station, maintenance building, etc.), and that facility supports public transportation service.

Metro subrecipients participating in the Metro sponsored Group TAM Plan shall comply with all applicable FTA Master Agreement Transit Asset Management Requirements (49 U.S.C. Chapter 53) including these Special Grant Conditions:

- Agencies shall indicate their intent to participate in the Metro sponsored Group Plan.
- Agencies shall appoint an Accountable Executive.
- Agencies shall provide asset inventory, condition and investment data, and respond to data requests in a timely manner.
- Agencies shall collaborate on the development of the Group Plan.
- Agencies shall provide concurrence of Accountable Executive including unified group targets.
- Agencies shall implement the plan and report assets to the National Transit Database



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: COMMUNITY DEVELOPMENT DISTRICT(S): CITYWIDE

SUBJECT: SECOND READING OF AN ORDINANCE APPROVING ZONE CHANGES AND

ESTABLISHING SITE SPECIFIC DEVELOPMENT STANDARDS AND PERMITTED USES ON PROPERTIES LOCATED AT 400 AND 420 N. GLENDORA AVENUE, 101, 117, 125, 127 AND 131 E. WHITCOMB AVENUE, 415 N. VISTA BONITA AVENUE – RELATED TO THE CORNERSTONE BIBLE CHURCH EXPANSION PROJECT (FILE NO. PLN20-0007)

RECOMMENDATION

That the City Council:

1. Waive full reading, read by title only and adopt on second reading Ordinance No. 2078 entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING A ZONE CHANGE FROM SINGLE-FAMILY RESIDENTIAL (R-1) AND RESTRICTED MULTIPLE-FAMILY (R-2) TO PLANNED REDEVELOPMENT (PR) AND ESTABLISHING SITE SPECIFIC DEVELOPMENT STANDARDS AND PERMITTED USES ON PROPERTIES LOCATED AT 400 AND 420 N. GLENDORA AVENUE, 101, 117, 125, 127 AND 131 E. WHITCOMB AVENUE, 415 N. VISTA BONITA AVENUE (FILE NO. PLN20-0007)"

STRATEGIC FOCUS AREAS

Not Applicable

EXECUTIVE SUMMARY

The applicant (Cornerstone Bible Church) proposes an expansion project, which includes the demolition of several buildings and construction of a new single story 18,760 square foot church structure (with ground floor sanctuary and subterranean level classrooms, nursery, storage and offices) on a combined church site totaling 1.45 acres in size other elements include a new parking lot areas, new storage building and new children's play area, hardscape and landscaping. The new worship center would accommodate 350 people. The project will be developed in two phases. The required land entitlements include a zone change as well as a Tentative Parcel Map (No. 74665) to consolidate eight (8) contiguous lots totaling 1.28 acres, a Conditional Use Permit, Development Plan Review, and project related CEQA at multiple addresses: 400 and 420 N. Glendora Avenue, 101, 117, 125, 127 and 131 E. Whitcomb Avenue, 415 N. Vista Bonita Avenue.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On October 3, 2023, the Planning Commission held a public hearing on the project related items, which included the proposed ordinance, and recommended adoption to the City Council.

On November 14, 2023, the City Council held a public hearing on the project related items and approved the first reading and introduction of the ordinance. The ordinance includes a zone change, establishes site specific development standards, and permitted uses on the project site.

Staff Report Page 2 of 2 Item #8. Page 2

DISCUSSION

It is recommended that the City Council waive full reading, read by title only and adopt on second reading Ordinance No. 2078 entitled: "An Ordinance of the City Council of the City of Glendora, California, approving a zone change from Single-family Residential (R-1) and Restricted Multiple-family (R-2) to Planned Redevelopment (PR) and establishing site specific development standards and permitted uses on properties located at 400 and 420 N. Glendora Avenue, 101, 117, 125, 127 and 131 E. Whitcomb Avenue, 415 N. Vista Bonita Avenue (File No. PLN20-0007)."

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the Ordinance.

ENVIRONMENTAL DETERMINATION

The City of Glendora, as lead agency, is responsible for preparing environmental documentation in accordance with the California Environmental Quality Act (CEQA) to determine if approval of the discretionary actions requested and subsequent development would have a significant impact on the environment. With assistance from City's environmental consultant for the project (*PlaceWorks Inc.*), the City completed an Initial Study on the project in accordance with CEQA. The Draft Initial Study concluded that the project will not have a significant effect on the environment with inclusion of mitigation measures, and a Draft Mitigated Negative Declaration (MND) was prepared. The required CEQA mitigation measures were agreed upon by project applicant and imposed on the proposed project. The City Council adopted the MND for the Project and its associated rezoning consistent with the requirements of the CEQA on November 14, 2023.

Prepared By Mark Carnahan, City Planner

Concurs With Kurt Norwood, Planning Commission

Reviewed By Jeff Kugel, Community Development Director Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

A. Ordinance

ORDINANCE 2078

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA APPROVING A ZONE CHANGE FROM SINGLE-FAMILY RESIDENTIAL (R-1) AND RESTRICTED-MULTIFAMILY (R-2) TO PLANNED REDEVELOPMENT (PR) AND ESTABLISHING SITE SPECIFIC DEVELOPMENT STANDARDS AND PERMITTED USES ON PROPERTIES LOCATED AT - 400 AND 420 N. GLENDORA AVENUE, 117, 125, 127, AND 131 E. WHITCOMB AVENUE, 415 N. VISTA BONITA AVENUE (PROJECT NO. PLN20-0007)

THE CITY COUNCIL City of Glendora, California

THE CITY COUNCIL OF THE CITY OF GLENDORA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, BGW Architects for Cornerstone Bible Church (Church) has filed an application for rezoning certain properties it owns located at 400 and 420 N. Glendora Avenue, 117, 125, 127 and 131 E. Whitcomb Avenue, 415 N. Vista Bonita Avenue, Glendora, California to *Planned Redevelopment (PR)* zone and the establishment of site-specific development requirements. The Church has proposed an expansion project (Project) of the church campus and will separately require a Tentative Parcel Map, and Conditional Use Permit Amendment, to allow for the construction of a new 18,760 square foot church structure (with ground floor sanctuary and subterranean level classrooms, nursery, and offices) on approximately 1.45 acres (parcel map consolidation of 8 of the 9 lots totaling approximately 1.28 acres) (Project No. PLN20-0007); and

WHEREAS, the project site currently consists of six parcels; 400 N. Glendora Avenue, 117, 125, 127 and 131 E. Whitcomb Avenue, 415 N. Vista Bonita Avenue, that have a General Plan (Community Plan 2025) land use designation of *Medium/High Density Residential*. 420 North Glendora Avenue has a General Plan land use designation of *Low/Medium Density Residential*. No change to General Plan designation is requested as the proposed new zone *Planned Redevelopment (PR)* is an implementing zone for the underlying General Plan Land Use designations; and

WHEREAS, pursuant to Glendora Municipal Code (GMC) §21.06.020A: The purpose of the planned redevelopment zone is to provide for development on a comprehensive basis by using site planning techniques not permitted through the literal application of zoning and subdivision regulations and to produce an environment of stable, desirable character in harmony with existing and potential development in the surrounding area. The planned redevelopment zone is intended to achieve the following:

- 1. To protect the public health, safety and welfare;
- 2. To implement the policies and programs of the general plan and applicable specific plans;
- 3. To preserve the environment and natural resources;
- 4. To attain the physical, social and economic advantages of comprehensively planned land uses;
- 5. To ensure aesthetic development;
- 6. To provide for adequate amenities, facilities, infrastructure and services;
- 7. To promote the efficient use of the land.

Ordinance _____ Page **1** of **5**

WHEREAS, pursuant to GMC §21.06.020(B) and (C), development requirements and permitted uses for *PR* zone shall be established by City Council. In addition, GMC §21.01.050(B)2 states: *An amendment of the provisions of this title, including the official zoning map may be initiated by the director, commission or council; and,*

WHEREAS, a public hearing was held by the Planning Commission of the City of Glendora on October 3, 2023, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the written analysis of the Planning Department of the City of Glendora, and the Planning Commission recommended approval of Project No. PLN20-0007 to the City Council; and

WHEREAS, the City Council held a public hearing on November 14, 2023, after due notice was given as required by law, at which time oral and documentary evidence was introduced along with the recommendation of the Planning Commission of the City of Glendora.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HERBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council adopted a Mitigated Negative Declaration (MND) for the Project and its associated rezoning consistent with the requirements of the California Environmental Quality Act ("CEQA") on November 14, 2023. The City Council determined on the basis of the whole record before it including the Initial Study prepared for the Project, comments received during the public review process including comments from Responsible Agencies and the public at large, that there was no substantial evidence that the proposed project would have a significant effect on the environment and that the MND reflected the City's independent judgment and analysis.

SECTION 2. The City Council, based on the evidence in the record inclusive of the staff report, and written/oral testimony, hereby approves a zone change designation from *Single-Family Residential (R-1)* and *Restricted Multi-Family Residential (R-2)* to *Planned Redevelopment (PR)* at the subject site properties and as shown on below Table A and Zoning Map image:

Zoning Map – Proposed Designation

Table A - Zoning Change (File No. PLN20-0007)			
Address #	Assessor Parcel #	Existing Zone	Rezone
400 N. Glendora Avenue / 101 E. Whitcomb Avenue	8637-017-021	R2	PR
420 N. Glendora Avenue	8637-017-011	R1	PR
415 N. Vista Bonita Avenue	8637-017-013	R2	PR
117 E. Whitcomb Avenue	8637-017-016	R2	PR
125 E. Whitcomb Avenue	8637-017-020	R2	PR
131 E. Whitcomb Avenue	8637-017-019	R2	PR

Ordinance _____ Page **2** of **5**



SECTION 3. The following Use and Development Standards for the *PR* zoned site at the subject properties are hereby adopted as shown in Table B:

Table B - PR Zone Development Standards (File No. PLN20-0007)		
Allowed uses:	Religious assembly/worship (church and associated uses/structures); residential	
Lot Area (minimum):	1 gross acre*	
Lot Width (minimum):	70 Feet*	
Lot Depth:	100 Feet (minimum)*	
Building Height:	35 Feet (maximum)*	
Front setback – Glendora Ave.:	9 Feet (minimum)*	
Rear setback – North/Public Alley:	12 Feet (minimum)*	
Street Side setback	5 Feet (minimum)*	
– Whitcomb Ave. & Vista Bonita Ave.:		
Play equipment	15 Feet (min. setback to property line)*	

Ordinance _____ Page **3** of **5**

Parking:	- One for each 4 permanent seats in the main
Tarking.	assembly area and one for each 40 square
	feet of seating area in the main assembly
	area where temporary or moveable seats are
	provided.
	50 spaces per current proposed project
	plans.
	- Special events can utilize required onsite
	parking areas for non-parking needs but
	only on a temporary time-limit basis.
	- Parking may encroach into above mentioned setbacks for Whitcomb and Vista Bonita
	Avenues but must be screened where
	feasible from public streets with landscaping
	and/or fence/walls.
Any item not addressed above will confor	rm to the applicable requirements of the GMC, as
determined by the Community Developme	
Footnote:	
	comb Avenue and public Alley). Not applicable to
1 ,	
SECTION 4. If any section, substrainance is for any reason held to be invalid	d or unenforceable by a court of competent jurisdiction
SECTION 4. If any section, substrainance is for any reason held to be invalid the remaining portions of this Ordinance shapeople of the City of Glendora hereby consection, sentence, clause, phrase, or portione or more sections, subsections, sentence	section, sentence, clause, phrase, or portion of this dor unenforceable by a court of competent jurisdiction hall nonetheless remain in full force and effect. The declare that they would have adopted each section tion of this Ordinance, irrespective of the fact that any
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SECTION 4. If any section, substraining portions of this Ordinance sleeple of the City of Glendora hereby obsection, sentence, clause, phrase, or portion or more sections, subsections, sentence eclared invalid or unenforceable. SECTION 5. The Mayor shall signertify to the passage and adoption thereof an Gabriel Valley Examiner, a weekly near Glendora, which newspaper is hereby detereupon, and thirty (30) days after its passage.	section, sentence, clause, phrase, or portion of this dor unenforceable by a court of competent jurisdiction hall nonetheless remain in full force and effect. The declare that they would have adopted each section tion of this Ordinance, irrespective of the fact that any es, clauses, phrases, or portions of this Ordinance begin this Ordinance and the City Clerk shall attest an f and cause same to be published at least once in the ewspaper of general circulation, published in the Cit esignated for that purpose (Govt. Code § 40806); and sage, this Ordinance shall take effect and be in force. ADOPTED this day of, City Council of Glendora, California

Ordinance _____ Page **4** of **5**

APPROVED Aleshire & V	AS TO FORM: Vynder, LLP	
WILLIAM V City Attorney	V. WYNDER y	
	CI	ERTIFICATION
hereby certif November, 2	by that the foregoing Ordina 023. Thereafter, said Ordina	rk/Communications Director of the City of Glendora, do nance was introduced for first reading on the 14 th day of nance was duly approved and adopted at a regular meeting, 2023, by the following roll call vote:
AYES:	COUNCIL MEMBERS:	Allawos, Davis, Fredendall, Thompson, and Boyer.
NOES:	COUNCIL MEMBERS:	None.
	COUNCIL MEMBERS:	None.
ABSTAIN:	COUNCIL MEMBERS:	None.
		nce was published as required by law in a newspaper of ra, California on the day of, 2023.
Dated:		
		KATHLEEN R. SESSMAN MMC
		City Clerk/Communications Director

Ordinance _____ Page **5** of **5**



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: PUBLIC WORKS DISTRICT(S): CITYWIDE

SUBJECT: AWARD THE CONTRACT TO ECOTECH SERVICES, INC. FOR EXECUTING PROGRAMS

PERFORMING INSTALLATION AS PART OF WATER CONSERVATION PROJECT, IN AN

AMOUNT NOT TO EXCEED \$106,700

RECOMMENDATION

That the City Council:

- 1. Award a Professional Services Agreement for Water Conservation Professional Services to EcoTech Services, Inc. in an amount of \$97,000 with a 10% contingency in the amount of \$9,700 for a total amount not to exceed \$106,700; and
- 2. Authorize the City Manager or his designee to execute the agreement including minimal and/or non-substantive changes.

STRATEGIC FOCUS AREAS

Goal 2: Maintain Financial Stability and Sustainability (MFSS)

EXECUTIVE SUMMARY

The City of Glendora is engaging in the implementation of water conservation programs that require a highly qualified, experienced firm to provide necessary services on behalf of City of Glendora. Public Works Water Conservation Section is seeking a vendor to assist conservation staff in performing direct installation of water-efficient toilets and urinals as part of the new Commercial Water Use Efficiency Program ("Program") for commercial properties.

Water Conservation Division staff prepared a Request for Proposal (RFP) released on October 12th, 2023, to assist with obtaining qualified contractors in specialized conservation areas to provide direct installation of commercial water saving sanitary devices.

The RFP listed specific requirements, specifications, and scope of service for the direct installation of new high-efficiency toilets and ultra-low flow urinals. The RFP closed on November 9th, 2023, and staff received a total of one (1) proposal from EcoTech Services, Inc.

EcoTech Services, Inc. is a local business that has been providing water conservation services to private and public agencies, including the City of Glendora Water Division, for over 10 years. EcoTech Services, Inc., can provide Water Conservation Professional Services including performing toilet and urinal retrofits for all commercial customers of the City of Glendora Water Division that participate in the Program.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On May 24, 2022 City Council adopted a Resolution Implementing a Stage 3 Water Shortage Contingency Plan (WSCP) and directed staff to take appropriate actions as outlined in the adopted 2020 Water Shortage Contingency Plan.

Staff Report Page 2 of 2 Item #9. Page 2

DISCUSSION

As part of the 2020 Urban Water Management Plan, The City adopted its Water Shortage Contingency Plan. This plan contains six shortage levels ranging from "up to 10%" (Level 1), to "a shortage greater than 50%" Level 6. A level 3 WSCP, which The City has currently adopted, triggers enhanced promotion of ongoing Water Use Efficiency programs and tools.

Customer participation is a key element in responding to unpredictable drought conditions, supply shortages, and State water conservation legislation effective next year. This State legislation, SB606 & AB1668, aims to "Make Conservation a California Way of Life" which includes a renewed focus on commercial water use. The City's new Commercial Water Use Efficiency Program ("Program") will be introduced next year to assist commercial property owners in saving water while meeting the legislative performance measure requirements for commercial properties. With extensive media coverage on the legislation, in conjunction with our own outreach efforts, there is a greater awareness of water conservation in the business sector. Therefore, we anticipate a higher demand for water saving fixtures and devices from commercial properties in the next year.

Direct installation of water efficiency devices offers an easy way for commercial water customers to respond to the Statewide call for water conservation. Retrofitting toilets and urinals with low flow, high efficiency fixtures can have a substantial impact on lowering indoor water use. EcoTech Services, Inc., direct installation program offers these kinds of retrofit services as part of their scope of work.

The proposed contract with an exemption from competitive bidding requirements pursuant to City of Glendora Municipal Code 2.40.100 (c) Procurement of services, section (3) Whereas, EcoTech Services, Inc., is the only sole source, and the designee is satisfied that the best price, terms, and conditions for the procurement thereof have been negotiated.

FISCAL IMPACT

\$1,127,097 has been allocated in the Water Division Water Conservation Fiscal Year 23-24 Budget. There is sufficient available balance in the Water budget to fund the appropriation in the amount of \$106,700.

ENVIRONMENTAL DETERMINATION

This activity is not a "project" as defined by Section 21065 of the Public Resources Code or sections 15060(c)(2), 15060(c)(3), and 15378 of the CEQA Guidelines.

Prepared By Russell Ackerman, Senior Management Analyst

Concurs With Not Applicable

Reviewed By William Wittkopf, Public Works Director

Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

A. EcoTech Services, Inc. ContractB. EcoTech Services, Inc. Proposal

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GLENDORA

and

ECOTECH SERVICES, INC.

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF GLENDORA AND ECOTECH SERVICES, INC.

	THIS AGREEM	ENT FOR CON	TRACT S	ERVICES	(herein "	Agreement	is mac	le and enter	ed into
this	day of	, 2023 by	and betwe	en the City	of Glend	lora, a Cali	fornia mu	inicipal corp	oration
("City") and EcoTech S	Services, Inc., a	California	Corporation	on ("Con	sultant"). (City and	Consultant	may be
referred	l to, individually	or collectively, as	"Party" of	r "Parties."					

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.
- C. Pursuant to the City of Glendora's Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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1.2 Consultant's Proposal.

The Scope of Service 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 California Labor Law.

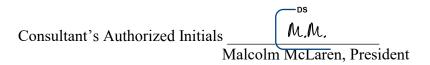
If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

- (a) <u>Public Work</u>. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.
- (b) <u>Prevailing Wages</u>. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.
- (c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.
- (d) <u>Payroll Records</u>. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.
- (e) <u>Apprentices</u>. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with Agreement EcoTech Services (Water Conservation Program) 12.12.2023

these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

- (f) <u>Eight-Hour Work Day</u>. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
- (g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (h) <u>Workers' Compensation</u>. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."



(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 <u>Licenses, Permits, Fees and Assessments.</u>

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.

1.6 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.

1.7 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.

1.8 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.

1.9 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 \$50,000, 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.

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1.10 **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 <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> 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 <u>Exhibit "C"</u> and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$106,700.00 (One-Hundred Six Thousand, Seven Hundred Dollars) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 <u>Method of Compensation.</u>

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 Agreement – EcoTech Services (Water Conservation Program) 12.12.2023

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 <u>Exhibit "D"</u> 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 & Extended Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City Manager may, at his/her sole discretion, extend the Term for one (1) additional one-year term, provided the City gives written notice of its intent to do so not later than sixty (60) days prior to the expiration of the Term.

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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:

Malcolm McLaren, President

Roxanna Alvardo, Project Manager

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 Assistant Public Works Director or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 <u>Independent Consultant.</u>

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 Agreement – EcoTech Services (Water Conservation Program) 12.12.2023

perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (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. <u>INSURANCE AND INDEMNIFICATION</u>

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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) <u>Automobile liability insurance</u>. 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) <u>Professional liability (errors & omissions) insurance</u>. 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) <u>Workers' compensation insurance</u>. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- (e) <u>Subcontractors</u>. 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) <u>Additional Insurance</u>. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

- (a) <u>Proof of insurance</u>. 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) <u>Duration of coverage</u>. 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) <u>Primary/noncontributing</u>. 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) <u>City's rights of enforcement</u>. 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) <u>Acceptable insurers</u>. 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) <u>Waiver of subrogation</u>. 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) <u>Enforcement of contract provisions (non-estoppel)</u>. 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) <u>Notice of cancellation</u>. 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) <u>Additional insured status</u>. 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) <u>Prohibition of undisclosed coverage limitations</u>. 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) <u>Separation of insureds</u>. 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) <u>Self-insured retentions</u>. 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) <u>Timely notice of claims</u>. 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) <u>Additional insurance</u>. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

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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

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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.

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6.4 <u>Confidentiality and Release of Information.</u>

- (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 <u>Legal Action.</u>

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause

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pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. <u>CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION</u>

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 Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, 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 <u>Interpretation.</u>

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.

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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.



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 Glendora, a municipal corporation

Adam Raymond City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

DocuSigned by:

William Wynder — 9F096A23BACC. William W. Wynder

City Attorney

ATTEST:

Kathleen R. Sessman City Clerk/Communications Director **CERTIFY AVAILABILITY OF FUNDS:**

DocuSigned by:

Finance Director / City Treasurer

CONTRACTOR:

ECOTECH SERVICES, INC.

Malcolm McJaren

Name: Malcolm McLaren

Title: President

Email Address: mmclaren@ecotechservices.net Nov 27, 2023 | 10:24 AM PST

DocuSigned by:

Name: Roxanna Alvarado

Title: Project Manager

Koyana Alvardo

Email Address: ralvarado@ecotechservices.net Nov 30, 2023 | 8:51 AM PST

Address: 816 N. Todd Ave., Azusa CA 91702

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DOCUSIGN. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

This cost proposal includes all tasks and deliverables listed in the Scope of Work. The cost per unit below is all inclusive of taxes and overhead associated with product purchasing and program administration. The costs also include all labor, employee benefits, mileage, equipment, materials, insurances, and reproduction costs.

Further details are available in the Product Specifications section.

This fee proposal is not to exceed.

Toilet Cost			
Fixture Replacement	Labor	Materials	Total Cost per Device
Toilet	\$ 450	\$ 550	\$ 1,000
Urinal	\$ 450	\$490	\$ 940
*For an additional \$40 comm EverClean coating which drasti			

COSTS EXPANDED			
Fixture Replacement	Cost	Qty	Total
Toilet	\$ 1000	50	\$ 50,000
Urinal	\$ 940	50	\$ 47,000
	Grand Total Not	\$ 97,000	

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. See Attachment A-1.

01240.0001/535308.1 A-1

B. Pre-Installation Inspection Services

Pre Installation Inspection

EcoTech will schedule with the site representative to inspect the proposed site and complete a current plumbing inspection. EcoTech will make all reasonable efforts to be available for inspections at the convenience of the site.

During this time we will inspect each plumbing fixture, and collect at the minimum the following data;

- Static and Dynamic Water pressure
- · Interview building maintenance for previous plumbing problems
- · Plumbing inventory (current make Model and Model)
- · Current GPF/ GPM of indoor fixtures
- · Toilet Rough-in
- Abnormal retrofit requirements
- Water meter for leaks (does not include specific leak detection)
- · Sanitary fixture leak rate if possible
- EcoTech shall attempt to visually inspect for water damage, damaged flanges, leaking valves and supply lines.
- · Water shutoff procedures and availability
- · Project contacts
- · Site replacement product preferences if any
- · Staging requirements if any
- · Sample photos of pre existing fixtures

Site Retrofit Estimate

After the successful completion of the site assessment EcoTech will create a detailed retrofit quote sheet for the site based off the pricing in Exhibit A. This estimate will be based off only retrofitting fixture with a n existing GPF of 1.6 for toilets and 1.5 for urinals. This cost must be approved by the City before any retrofit work begins. At the same time EcoTech will provide a detailed summary and estimate sheet to the site of any work not covered by Glendora's program.

Product Selection

After approval of the project by the City, EcoTech will work the site representative to select the retrofit product, discuss logistics of the retrofit and schedule the work to be completed. The site representative will be provided a list of product options that meet the requirements set forth in the RFP and fall within the price point of EcoTech's Bid. EcoTech will assist site with our experience and recommend to them the product we thing will work best in their situation. EcoTech highly recommend to commercial sites to install ADA toilets as required to meet City code requirements. See Exhibit B for examples.

01240.0001/535308.1 A-2

INSTALLATION

Site Retrofit

After approval of the project by the City, product has been selected by the site, installation logistics including the install date decided, EcoTech will move onto the installation phase. All Installations will be comleted in house by EcoTech Services staff.

The first step will be staging materials and disposal/recycling services as necessary. Most sites will not require any sort of staging if the site is small or logistics allow for a paced out schedule.

Once the retrofits begin we will work daily until completion of the project pending any unavoidable and unforeseen circumstances. All work will be completed Monday- Friday between the hours of 6am-4:30pm. Absolutely no work will be allowed on weekends due to the requirement of overtime rates set forth by prevailing wage law. EcoTech will make all reasonable efforts to be available for installations at the convenience of the site following these guidelines.

Installation will always include;

- · New flange bolts
- · New wax ring
- New toilet caps
- · New supply line
- · Removal and installation of new caulking
- Disposal or recycle of all installation material
- New toilet seat installed

Installation will include as-needed;

- New Angle Stop
- Flange Repairs (not replacement)

Upon completion of the retrofitting of an entire restroom EcoTech will ensure that site is left clean with no debris in the room. EcoTech will do a final mop of the floor to leave the site in most presentable condition.

III. 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:

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A. Program Reporting & Invoicing

Program Reporting & Invoicing

EcoTech plans to use Google Drive for duration of the program for management. This program allows EcoTech to keep the City fully up to date at all times. Within this Google drive EcoTech will store at the minimum a program tracker, participation agreements, pre/ post photos, and any other documents required by the City for the success of the program.

EcoTech will maintain a program tracker at all times that will contain at the minimum the list contained within the RFP. This tracker will be held in the google drive and will allow the city to export into excel at anytime.

Invoicing

On a monthly basis EcoTech will submit billing to the City of Glendora, all billing will be detailed and itemized by the fee schedule, and include the completed customer participation form. EcoTech will also include a link to those site's google drive folder which will contain before and after photos and other documentation of the installation.

- **IV.** All work and products are 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. Project Organizational Chart

01240.0001/535308.1 A-4

PROJECT ORGANIZATIONAL CHART

Malcolm McLaren, President

Malcolm will work directly with the City of Glendora's Manager and to set up effective logistics and maintenance timelines. Malcolm will also over see that all DIR requirements are



Roxanna Alvarado, Project Manager Roxanna shall be the project manager for the program. She will handle all direct communication with City representative and guide the program to success.







Genaro will be in charge of all field retrofit work. He will take part in inspection walks and discuss with the site specific details about their location.



Blanca Torres, Accounting Clerk

Blanca shall oversee all accounting work with District. Blanca and her team will ensure DIR compliance for the duration of the project.

01240.0001/535308.1 A-5

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in **bold italics**, deleted text is indicated in strikethrough.

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01240.0001/535308.1 B-1

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

COSTS EXPANDED			
Fixture Replacement	Cost	Qty	Total
Totlet	\$ 1000	50	\$ 50,000
Urinal	\$ 940	50	\$ 47,000
	Grand Total Not	\$ 97,000	

- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

01240.0001/535308.1 C-1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

DATE	Project Timeline	Tasks
January	Kickoff	 Kickoff Meeting and introductions Site Selection Discussion
February- May	Retrofits	 Complete Site Assessments and Retrofits at one or several locations Estimated minimum 10 fixtures can be installed per day.
June	Closeout	 Provide City of Glendora any final close out documentation. Submit any final Invoices

01240.0001/535308.1 D-1

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

Α.

Customer Participation Form

During the first month of the program EcoTech will work with the City of Glendora to develop a participation agreement and hold harmless. EcoTech has worked on several program like this in the past and are more than happy to share samples with the city.

EcoTech will attempt to receive electronically the Property Owners consent via the participation form for the inspection and overall participation in program. If this can not be done electronically EcoTech will bring physical forms to the pre installation inspection discussed below. The forms must be signed before EcoTech enters the property.

Pre Installation Inspection

EcoTech will schedule with the site representative to inspect the proposed site and complete a current plumbing inspection. EcoTech will make all reasonable efforts to be available for inspections at the convenience of the site.

During this time we will inspect each plumbing fixture, and collect at the minimum the following data;

- · Static and Dynamic Water pressure
- · Interview building maintenance for previous plumbing problems
- Plumbing inventory (current make Model and Model)
- · Current GPF/ GPM of indoor fixtures
- · Toilet Rough-in
- Abnormal retrofit requirements
- Water meter for leaks (does not include specific leak detection)
- Sanitary fixture leak rate if possible
- EcoTech shall attempt to visually inspect for water damage, damaged flanges, leaking valves and supply lines.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

01240.0001/535308.1 D-2

City of Glendora

COMMERCIAL DIRECT INSTALL PROGRAM





816 N. Todd Ave, Azusa, CA 91702 www.EcoTechServices.net 626.335.1500



816 N Todd Ave. Azusa, CA 91702 www.ecotechservices.net Malcolm McLaren, President (626) 733-2056 mmclaren@ecotechservices.net

Type of Business: Corporation / California

Business License: BU039625 / issued by City of Azusa

Federal Tax Identification Number: 45-4731434











License #988204

THE ECOTECH ADVANTAGE

• Turnkey Program Solutions

• Dedicated Manager Assigned to Project

• Fully Staffed Customer Service Department

• Certified Field Technicians

• Company Uniforms & ID Badges

• Branded Fleet Vehicles w/ Logos & Phone #

Dependable Track Record

• No 1099's, No Up-Sales

Our goal as your contractor is to be the least of your worries. When it comes to project management, you as our client come first. We use the goal and the spirit of your project in all of our decision making.

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City of Glendora Commercial Direct Install Program

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COVER LETTER

Contractor: EcoTech Services, Inc.

Primary Contact: Malcolm McLaren, President

816 N. Todd Ave, Azusa, CA 91702

626-335-1500 | mmclaren@ecotechservices.net

www.EcoTechServices.net

License: C-27 & C-36 988204 | Department of Industrial Relations #1000019966

November 9, 2023

Russell Ackerman Armando De Jesus Jessica Clark

City of Glendora 116 E. Foothill Boulevard Glendora, CA 91741

EcoTech Services, Inc. (EcoTech) is proud to submit this proposal to City of Glendora (Glendora) to provide commercial direct install of high efficiency sanitary fixtures.

With over ten years of experience in the plumbing industry, EcoTech is well positioned to provide cost-effective and successful sanitary retrofit's to Glendora's commercial customers. Among the essential water conservation services that we offer, EcoTech specializes in plumbing sanitary designed to save water this includes toilets, urinals, aerators and water heaters.

EcoTech is a C-36 Plumbing contractor and with our years of experience it allows us to complete all work for this project internally and not need to use any consultants or sub contractors.

After reviewing the RFP in full EcoTech has also decided if awarded Roxanna Alvarado will be the Project Manager. She has several years of experience as detailed on in the key personal area and is ready to manage this project. However, please use the contact information above for all contract discussion and negotiation. EcoTech has also looked at its work schedule for our Plumbing department and feel we have more than enough current resources and time to complete this project withing the scope timeline with end date of June, 2024.

Throughout this proposal, EcoTech will reveal its familiarity with the scope of work required and the company's capability of performing timely and quality work to achieve your objectives.

We invite you to contact our clients to confirm our project implementation experience and to get a first-hand account of the quality of our work and performance. Please do not hesitate to contact me directly if you have further questions.

COVER LETTER cont.

I am authorized to bind my company to this proposal, which includes the facts and figures herein.

Sincerely,

Malcolm McLaren, President

EcoTech Services, Inc.

many.

2. PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Overview

EcoTech understands the goal of the project is to provide a turn key program solution to commercial customers for retrofitting their existing inefficiency plumbing fixture with high efficiency models at no cost to the user. This program will help reduce the water use of these commercial buildings which represents almost 20% of the city's water use.

We fully are ready to address every aspect and desire of the city mentioned in this RFP and will show in the following pages are history of doing this type of work including for the City of Glendora.

Understanding detail

Overall EcoTech understands and is ready to provide the following in short summary that will be discussed more in detail on the following pages.

- 1. Excellent customer service to commercial participants to encourage participation and recommendations to other commercial sites
- 2. Collect signed participation forms
- 3. Complete pre inspection to assess site participation and water savings
- 4. Retrofit inefficient sanitary plumbing fixtures with high efficient models including removal, disposal and installation
- 5. Inform the participant of EcoTech's warranty and followup customer service options
- 6. Provide highly organized program tracking
- 7. Invoice monthly for work completed and included required supplemental material

DEVIATIONS

Installation Goal

EcoTech Services understands the goal of the program is to retrofit 50 high-efficiency toilets and 50 ultralow flow urinals in commercials buildings. However, we would like to make the city aware this could be difficult and counter intuitive to achieve. Most commercial buildings install toilets and urinals in a 3:1 ratio. Meaning there is only one (1) urinal for ever three (3) toilets. EcoTech feels the city should be flexible of the goals of each fixture type or it could be put into a position where very early in the project it will only be able to offer urinals to commercial customers. This seems less productive then 100% completing an entire commercial property if the funding is available.

Please note this change in flexibility to fixture count could alter the not to exceed limit on our Fee Proposal section.

More Detailed Fee Structure Advantage

EcoTech recognizes the value of a simplified fee structure. However in projects and programs such as this there can be significant cost differences in type of fixtures. If City of Glendora wishes EcoTech can provide a more detailed fee structure to maximize financial savings and spread the City's budget to more customers.

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3. SCOPE AND SERVICES

On the following pages EcoTech will describe in more detail how it will preform the tasks required to successfully complete this project on behalf of the City of Glendora. We will also discuss deliverables, estimated timelines and milestones.

PRE-INSTALLATION

Customer Service

Customer Service in a program like this is a top priority as past experience has show that Property Owners for commercial buildings are very hard to get a hold of and gain trust. Once that trust is gained it is critical to keep it. EcoTech will ensure customer service is kept as a top priority throughout the process. To ensure this EcoTech will be completing the following

- 1. Participants will only deal with one project manager for all project needs including schedule, inspections, installation and final site walk.
- **2.** All participants will receive the direct cell phone for the project manager and installation team completing work.

Customer Participation Form

During the first month of the program EcoTech will work with the City of Glendora to develop a participation agreement and hold harmless. EcoTech has worked on several program like this in the past and are more than happy to share samples with the city.

EcoTech will attempt to receive electronically the Property Owners consent via the participation form for the inspection and overall participation in program. If this can not be done electronically EcoTech will bring physical forms to the pre installation inspection discussed below. The forms must be signed before EcoTech enters the property.

Pre Installation Inspection

EcoTech will schedule with the site representative to inspect the proposed site and complete a current plumbing inspection. EcoTech will make all reasonable efforts to be available for inspections at the convenience of the site.

During this time we will inspect each plumbing fixture, and collect at the minimum the following data;

- Static and Dynamic Water pressure
- Interview building maintenance for previous plumbing problems
- Plumbing inventory (current make Model and Model)
- Current GPF/ GPM of indoor fixtures
- Toilet Rough-in
- Abnormal retrofit requirements
- Water meter for leaks (does not include specific leak detection)
- Sanitary fixture leak rate if possible
- EcoTech shall attempt to visually inspect for water damage, damaged flanges, leaking valves and supply lines.



3. SCOPE AND SERVICES cont.

- Water shutoff procedures and availability
- Project contacts
- Site replacement product preferences if any
- Staging requirements if any
- Sample photos of pre existing fixtures

Site Retrofit Estimate

After the successful completion of the site assessment EcoTech will create a detailed retrofit quote sheet for the site based off the pricing in Exhibit A. This estimate will be based off only retrofitting fixture with a n existing GPF of 1.6 for toilets and 1.5 for urinals. This cost must be approved by the City before any retrofit work begins. At the same time EcoTech will provide a detailed summary and estimate sheet to the site of any work not covered by Glendora's program.

Product Selection

After approval of the project by the City, EcoTech will work the site representative to select the retrofit product, discuss logistics of the retrofit and schedule the work to be completed. The site representative will be provided a list of product options that meet the requirements set forth in the RFP and fall within the price point of EcoTech's Bid. EcoTech will assist site with our experience and recommend to them the product we thing will work best in their situation. EcoTech highly recommend to commercial sites to install ADA toilets as required to meet City code requirements. See Exhibit B for examples.

INSTALLATION

Site Retrofit

After approval of the project by the City, product has been selected by the site, installation logistics including the install date decided, EcoTech will move onto the installation phase. All Installations will be comleted in house by EcoTech Services staff.

The first step will be staging materials and disposal/recycling services as necessary. Most sites will not require any sort of staging if the site is small or logistics allow for a paced out schedule.

Once the retrofits begin we will work daily until completion of the project pending any unavoidable and unforeseen circumstances. All work will be completed Monday- Friday between the hours of 6am-4:30pm. Absolutely no work will be allowed on weekends due to the requirement of overtime rates set forth by prevailing wage law. EcoTech will make all reasonable efforts to be available for installations at the convenience of the site following these guidelines.

Installation will always include;

- New flange bolts
- New wax ring
- New toilet caps
- New supply line
- Removal and installation of new caulking
- Disposal or recycle of all installation material
- New toilet seat installed



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3. SCOPE AND SERVICES cont.

Installation will include *as-needed*;

- New Angle Stop
- Flange Repairs (not replacement)

Upon completion of the retrofitting of an entire restroom EcoTech will ensure that site is left clean with no debris in the room. EcoTech will do a final mop of the floor to leave the site in most presentable condition.

PROGRAM REPORTING & INVOICING

Program Reporting & Invoicing

EcoTech plans to use Google Drive for duration of the program for management. This program allows EcoTech to keep the City fully up to date at all times. Within this Google drive EcoTech will store at the minimum a program tracker, participation agreements, pre/ post photos, and any other documents required by the City for the success of the program.

EcoTech will maintain a program tracker at all times that will contain at the minimum the list contained within the RFP. This tracker will be held in the google drive and will allow the city to export into excel at anytime.

Invoicing

On a monthly basis EcoTech will submit billing to the City of Glendora, all billing will be detailed and itemized by the fee schedule, and include the completed customer participation form. EcoTech will also include a link to those site's google drive folder which will contain before and after photos and other documentation of the installation.

SAFETY

EcoTech has policies in place to ensure the up-most safety throughout the entirety of the Project. All field technicians are required to wear branded EcoTech apparel to identify them as contractor personnel. Before the program starts, EcoTech will conduct a group activity hazard analysis (AHA) meeting with technicians to identify common safety concerns that an employee might encounter during the course of this program, such as dogs, traffic, improper lifting and how to avoid them. EcoTech holds a mandatory Bi-Monthly safety meeting for the program field employees on appropriate topics to reinforce the safety hazards identified at the AHA meeting.

ECOTECH FIELD STAFF

All EcoTech field staff will be properly trained to complete all work and program guidelines. They will arrived in a Logo's truck displaying at the minimum the company name, phone number and contractor license number. While at the sites staff will display a company identification badge for participants. All staff will be professional, presentable, groomed and ready to represent EcoTech Services and City of Glendora. A phone number and email will be provided to the City for all field staff members working on this program.



4. SCHEDULE

DATE	Project Timeline	Tasks
January	Kickoff	 Kickoff Meeting and introductions Site Selection Discussion
February- May	Retrofits	 Complete Site Assessments and Retrofits at one or several locations Estimated minimum 10 fixtures can be installed per day.
June	Closeout	 Provide City of Glendora any final close out documentation. Submit any final Invoices



4. KEY PERSONNEL cont.

PROJECT ORGANIZATIONAL CHART

Malcolm McLaren, President

Malcolm will work directly with the City of Glendora's Manager and to set up effective logistics and maintenance timelines. Malcolm will also over see that all DIR requirements are met.



Roxanna Alvarado, Project Manager Roxanna shall be the project manager for the program. She will handle all direct communication with City representative and guide the program to success.



Genaro Ruesga, Service Technician

Gena all fid will walk site s

Genaro will be in charge of all field retrofit work. He will take part in inspection walks and discuss with the site specific details about their location.



Blanca Torres, Accounting Clerk

Blanca shall oversee all accounting work with District. Blanca and her team will ensure DIR compliance for the duration of the project.



City of Glendora | Commercial Direct Install Program

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5. KEY PERSONNEL

OVERVIEW

EcoTech Services feels it has the staff on hand, is ready to take on this construction project and to exceed the expectations of City of Glendora. All staff mentioned here are currently assigned roles within our plumbing team and have the direct experience to transfer their skills to this very similar project. EcoTech does not foresee an increase in any staffing roles.

On the following pages you will find the resumes of the direct staff that will work on your project as well as an organizational chart that lays out their duties.

KEY PERSONNEL RESUMES

Malcolm McLaren, President

Mr. McLaren grew up working for his father in the landscaping and irrigation industry, which fostered his keen interest in new technologies and improvements in the field. While gaining his foundational experience in landscape construction, Mr. McLaren's focus shifted to water conservation in 2012 as a trend in the industry was beginning. Mr. McLaren graduated from Pasadena City College with an Associates Degree in

Engineering and Technology in 2014. He began applying his newly acquired knowledge and techniques with his position at AquaSave in 2013. Mr. McLaren was promoted to Retrofit Supervisor at AquaSave in 2015. During this time he was able to help the company acquire new specialty tools, stay within budget and meet client's expectations. In May 2015 Mr. McLaren joined EcoTech Services as their Director of Operations. Since then he has helped the company manage their customer accounts more efficiently, take on larger projects and keep client satisfaction priority number one. In 2017 he was named Vice President and in late 2018 Malcolm became President.

EDUCATION

Pasadena City College | Associates Degree in Engineering and Technology, 2014

CERTIFICATIONS & ASSOCIATIONS

President, California Landscape Contractors Association, LA/SGV Chapter
OSHA 30 Safety Certified
Certified Rain Bird IQ Operator and Technician, ESP-LX Operator, Decoder & Irrigation Technician
QWEL Certified
CLCA Certified Water Manager

DIRECT RELEVANT PROJECT EXPERIENCE

Pressure Regulating Valves | Inland Empire Utilities Agency *Chris Garcia*, (909) 993-1789, cgarcia@ieua.org

Malcolm has overseen the Pressure Regulating Valve program for the last 6 years. Malcolm has ensured during those 6 years EcoTech and IEUA has maintained DIR compliance, used plumbing apprentices and provided documentation for two state audits. During these audits EcoTech was found within compliance and violating no rules.



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5. KEY PERSONNEL cont.

Conservation Retrofit Project | Central Basin Municipal Water District Sandi Linares-Plimpton, (323) 201-5511, sandilp@centralbasin.org

Between 2014 and 2016 Malcolm led the successful completion of a conservation project from a last minute grant. This project covered irrigation and plumbing upgrades to public facilities. It was subject to prevailing wage and was subject to a PLA agreement. Malcolm navigated the paperwork of this project successfully and was able to complete the \$850,000 project in about 2 years.



Blanca Torres, BookKeeper

Blanca joined EcoTech is 2022 and took over the role as Bookkeeper. Before EcoTech Blanca worked fro Sage Supply and Road Work Ahead in Idaho for 3 years. There she gain experience in specific construction related accounting management which made her a great fit to join EcoTech Services. Blanca is a detail oriented Accounting Manager with over 13 years of Accounting and Office Management experience. She enjoys

what she does and welcomes the opportunity to help others. Blanca also supplies EcoTech with its current office dog name Pebbles who keeps us level headed during stressful days.

DIRECT RELEVANT PROJECT EXPERIENCE

WECAN Project | Santa Ana Water Shed Project Authority *Rick Whetsel*, (951) 354-4222, rwhetsel@sawpa.org

Completes all detailed invoices and maintains prevailing wage compliance for over one year into a 3 year project.

Pressure Regulating Valves | Inland Empire Utilities Agency Chris Garcia, (909) 993-1789, cgarcia@ieua.org

Completes all detailed invoices and maintains prevailing wage compliance for over one year into a 6 year project.



5. KEY PERSONNEL cont.



Roxana Alvarado, Project Manager

Roxana Alvarado is currently EcoTech's Plumbing Project Manager. Roxana began her career at EcoTech Services in 2019 as a Customer Service Supervisor. With 20 years of client relation experience she brings her enthusiastic energy to the water conservation efforts. She strives to provide excellent customer satisfaction, which is a trait that has carried over to her current position. As a project manager she takes great care as a

liaison between water agency representatives, site staff, and participants.

CERTIFICATIONS & ASSOCIATIONS

OSHA 30 Safety Certified

DIRECT RELEVANT PROJECT EXPERIENCE

Pressure Regulating Valves | Inland Empire Utilities Agency *Chris Garcia*, (909) 993-1789, cgarcia@ieua.org

Roxanna has manged this program for IEUA for the last 2 years and has ensured customer and client satisfaction, and DIR Compliance. This project for Roxy brings unique challenges as we must balance the work and funding from over 5 member agencies of IEUA

Commercial High Efficiency Plumbing Install Pilot Program | City of Glendora *Russell Ackerman*, (626) 852-4838, rackerman@cityofglendora.org

In 2022 Roxanna worked as the EcoTech project manger with the City of Glendora on a pilot program to retrofit a commercial facility with High Efficient plumbing fixtures. This pilot installed 18 toilets and 1 urinal at ST. Lucy's in Glendora.



Genaro Ruesga, Service Technician

Genaro "Geno" Ruesga joined EcoTech Services 2023. He served 6 years in the United States Navy specialized as a Weapons Specialist. Continued his navel general education and training in character development, professional leadership. After serving Genaro begin his plumbing career in 2019, working for private contractors, new construction and custom home plumbing. During this time Geno gained a variety of experience including; installing toilets, showers, vanities, pressure regulators, water heaters and general home repairs.

CERTIFICATIONS & ASSOCIATIONS

OSHA 10 Safety Certified



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6. REFERENCES

EcoTech is a plumbing contractor that specializes in water conservation specifically. Since 2012 we have replaced thousands of plumbing fixtures with high efficiency models in Southern California. Our team is well-versed in the unique challenges and opportunities that arise from retrofitting commercial plumbing fixtures. Please find below some of references and I encourage you to reach out to them to get a full review of EcoTech Services.

Residential Toilet Programs

Contact: Patrick Soto

Title: Conservation Coordinator

Phone: (909) 201-7391

Email: pjsoto@fontanawater.com Client: Fontana Water Company

Value: \$85,000 yearly

Toilet Direct Installation and Delivery 2014- Present Program

EcoTech has been working with Fontana Water Company for almost the last decade providing customers within the service area with high efficiency toilets either installed or delivered directly to

the customer.

Contact: Sara Alloway

Title: Water Efficiency Manager

Phone: (623) 262-2020

Email: Sara. Alloway@libertyutili-

ties.com

Client: Liberty Utilities Value: \$250,000 Annual

Toilet Direct Installation and Delivery 2014- Present Programs

EcoTech has been working with Liberty Utilities for almost the last decade providing customers within the service area with high efficiency toilets either installed or delivered directly to the customer. We currently service Liberty Utilities' service areas of Downey, Apple Valley, and all service areas in Arizona



6. REFERENCES cont.

Other Residential Programs

Contact: Kelley Donaldson

Title: Community Affairs Manager

Phone: (909) 402.5583

Email: kdonaldson@mvwd.org Client: Monte Vista Water District

Value: \$15,000

Leak Repair Pilot Program

2023- Present

In early 2023 EcoTech started a pilot leak repair program with Monte Vista Water District that targeted low income customers within their service area. This program offers free plumbing repairs to fixtures that are leaking within the house to help that customer save water and lower their bill.





Contact: Chris Garcia

Title: Environmental Resources Plan-

ner II

Phone: (909) 993-1789 Email: cgarcia@ieua.org

Client: Inland Empire Utility Agency

Value: \$800,000 total to date

Pressure Regulating Program

2016- Present

Since 2014 EcoTech has worked with IEUA to provide an installation or repair program of pressure regulating valves to its water district's member agency customers. This program was created to combat high pressure zones in several key areas within IEUA and lower water waste. This program is prevailing wage and has been very successful over the years serving hundreds of customers.





6. REFERENCES cont.

Commercial Installations

Contact: **Sandi Linares-Plimpton**Title: Water Efficiency/Conservation

Manager

Phone: (323) 201-5511

Email: sandilp@centralbasin.org Client: Central Basin Municipal Water

District

Value: \$850,000

Conservation Retrofit Project 2014- 2016

In 2014 EcoTech worked with Central Basin Municipal Water District to implement a last minute grant water conservation program within it's service area. This conservation program targeted indoor and outdoor fixture replacements at public commercial facilities. This project was fully administered by EcoTech and was subject to prevailing wage and plumbing was subject to PLA Compliance. The plumbing portion had us complete plumbing retrofits of aerators, urinals and flush valve toilets.

Contact: **Russell Ackerman**Title: Senior Management Analyst

Phone: (626) 852-4838

Email: rackerman@cityofglendora.

org

Client: City of Glendora

Value: \$16,000

Commercial High Efficiency Plumbing 2022 Install Pilot Program

In 2022 EcoTech worked with the City of Glendora on a pilot program to retrofit a commercial facility with high efficient plumbing fixtures. During this pilot we installed 18 toilets and 1 urinal at ST. Lucy's in Glendora.









City of Glendora | Commercial Direct Install Program

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7. WARRANTY

EcoTech Services Product Warranty

- EcoTech warrants the product used during installation for a period of one (1) year of normal use.
- EcoTech's warranty *does not* cover normal wear and tear, cosmetic damage post-installation sign-off, staining, UV Damage, cleaning, calcium build up, clogged aerators, toilet malfunction diagnostic post-installation sign-off, a "running" toilet or flushing problems.
- EcoTech will have the right to inspect the areas at issue to determine the cause of the alleged defects. If the defects are determined to be within the scope of the workmanship warranty, EcoTech will make the necessary repairs at EcoTech's expense.

Manufacturer's Limited Warranty

- Manufacturer's warranty will differ with each manufacturer and product.
- Program participants are given manufacturer's product literature and owner's manual, which will contain warranty information.
- After EcoTech's one (1) year product warranty has expired it is the program participant's responsibility to contact the manufacturer for any warranty issues.



Exhibit A



7. Exhibit A

This cost proposal includes all tasks and deliverables listed in the Scope of Work. The cost per unit below is all inclusive of taxes and overhead associated with product purchasing and program administration. The costs also include all labor, employee benefits, mileage, equipment, materials, insurances, and reproduction costs.

Further details are available in the Product Specifications section.

This fee proposal is not to exceed.

TOILET COST Fixture Replacement	Labor	Materials	Total Cost per Device	
Toilet	\$ 450	\$ 550	\$ 1,000	
Urinal	\$ 450	\$490	\$ 940	
*For an additional \$40 commercial fixtures can be upgraded to add an EverClean coating which drastically aids in cleaning assisting janitorial staff.				

Costs Expanded			
Fixture Replacement	Cost	Qty	Total
Toilet	\$ 1000	50	\$ 50,000
Urinal	\$ 940	50	\$ 47,000
	Grand Total Not to Exceed		\$ 97,000

See project Understanding and Approach for more details.



^{*}EcoTech Services again would highly recommend to allow a more detailed fee proposal to allow maximum project budget usage.

Exhibit B



8. Exhibit B

Flush Valve Toilet- ADA

BARRIER FREE



Madera™ FloWise® 16-1/2" Height Elongated Flushometer Toilet VITREOUS CHINA LESS EVERCLEAN®

Madera™ FloWise® 16-1/2" Height Elongated LESS EverClean®

- Floor mount flushometer valve toilet
- Vitreous china
- · High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.28 gpf or 1.6 / 1.1 gpf dual flush)
- Fully glazed 2-1/8" trapway
- · Elongated bowl
- 10" or 12" roughing-in
- 16-1/2" rim height for accessible application
- Condensation channel
- · Powerful direct-fed siphon jet action
- 10" x 12" water surface area
- 1-1/2" inlet spud
- · 2 bolt caps
- ☐ 3043.001 Elongated bowl only, top spud □ 3248.001 Elongated bowl only, top spud with slotted rim for bedpan holding
- ☐ 3249.001 Elongated bowl only, back spud

System MaP* Score:

- 1,000 grams of miso @ 1.1 gpf, 1.28 gpf or 1.6 gpf when used with an American Standard flush valve
- * Maximum Performance (MaP) testing performed by IAPMO R&T_Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

Component Parts:

- □ 047007-0070A Inlet Spud (furnished with bowl)
- ☐ 481310-100 Bolt caps with retainers (furnished with bowl)

Nominal Dimensions:

718 x 356 x 419mm (28-1/4" x 14" x 16-1/2")

Fixture only, less seat and flush valve

Recommended working pressure-between 25 psi at valve when flushing and 80 psi static

Compliance Certifications -

Meets or Exceeds the Following Specifications:

 ASME A112.19.2 / CSA B45.1 for Vitreous China Fixtures



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE BUILDING FACILITIES - CHECK LOCAL CODES.



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

To Be Specified:

- ☐ Color: ☐ White
- □ Seat:
 - ☐ American Standard #5901.100 Heavy duty open front less cover
 - ☐ American Standard #5905.100 Extra heavy duty open front less cover
- ☐ Flushometer Valve:
 - ☐ 1.6 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
 - ☐ Sensor-Operated: American Standard Selectronic® AC Power #6067.261.002 (Back Spud)
 - ☐ Manual: American Standard #6047.161.002 (Top Spud)
 - ☐ 1.28 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
 - □ Sensor-Operated: American Standard Selectronic® AC Power #6067.221.002 (Back Spud)
 - ☐ Manual: American Standard #6047.121.002 (Top Spud)
 - ☐ 1.6 / 1.1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)



DECLARATION







© 2018 AS America Inc.



spec_3043.001 Madera FW 16.5Height-EL-Flushometer 11/18



Flush Valve Toilet- non ADA



Madera[™] FloWise[®] 15" Height **Elongated Flushometer Toilet** VITREOUS CHINA LESS EVERCLEAN®

Madera™ FloWise® 15" Height Elongated LESS EverClean®

- · Floor mount flushometer valve toilet
- Vitreous china
- High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.28 gpf or 1.6 / 1.1 gpf dual flush)
- Fully glazed 2-1/8" trapway
- Elongated bowl
- 10" or 12" roughing-in
- 15" rim height
- Condensation channel
- · Powerful direct-fed siphon jet action
- 10" x 12" water surface area
- 1-1/2" inlet spud
- 2 bolt caps
- 2234.001 Elongated bowl only, top spud 2623.001 Elongated bowl only, top spud with slotted rim for bedpan holding
- ☐ 2624.001 Elongated bowl only, back spud

System MaP* Score:

- 1,000 grams of miso @ 1.1 gpf, 1.28 gpf or 1.6 gpf when used with an American Standard flush valve
 - * Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

Component Parts:

O47007-0070A Inlet Spud (furnished with bowl) 481310-100 Bolt caps with retainers (furnished with bowl)

Nominal Dimensions:

718 x 356 x 381mm (28-1/4" x 14" x 15")

Fixture only, less seat and flush valve

Recommended working pressure-between 25 psi at valve when flushing and 80 psi static

Compliance Certifications -

Meets or Exceeds the Following Specifications:

 ASME A112.19.2 / CSA B45.1 for Vitreous China Fixtures



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

To Be Specified:

- □ Color: □ White
- □ Seat:
 - ☐ American Standard #5901.100 Heavy duty open front less cover
 - ☐ American Standard #5905.100 Extra heavy duty open front less cover
- ☐ Flushometer Valve:
 - ☐ 1.6 gpf:
 - Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
 - Sensor-Operated: American Standard Selectronic® AC Power #6067.261.002 (Back Spud)
 - ☐ Manual: American Standard #6047.161.002 (Top Spud)
 - 1.28 apf:
 - Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
 - Sensor-Operated: American Standard Selectronic® AC Power #6067.221.002 (Back Spud)
 - ☐ Manual: American Standard #6047.121.002 (Top Spud)
 - ☐ 1.6 / 1.1 gpf Dual Flush:
 - Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)







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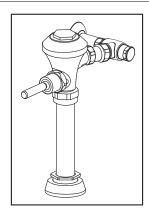


M109

Flush Valve (Toilet-1.1 GPF) Option 1



Ultima[™] Manual Toilet Flush Valve Diaphragm-Type 1.1 GPF / 4.2 LPF



GENERAL DESCRIPTION:

Manual Diaphragm-Type Water Closet Flush Valve for floor-mounted or wall-hung 1-1/2" top spud bowls.

PRODUCT FEATURES:

- Patent-pending DynaClean™ wiper spring technology significantly reduces maintenance and downtime.
- Self-cleaning wiper spring cleans the refill orifice with every flush; prevents valve run-on from clogging
- Prevents costly excess water usage and potential flooding
- Premium, chlorine resistant EvoLast™ diaphragm material prevents premature deterioration and failure
- Delivers consistent flushing performance and water savings over time
- Dezincification-resistant brass alloy withstands the most severe water conditions
- Non-hold open handle provides automatic shut-off
- High back pressure vacuum breaker prevents dripping
- · Adjustable tailpiece for rough-in flexibility
- · Can be installed left or right handed
- No external volume adjustment
- ADA complaint

MODEL NUMBER:

☐ 6147111.002 Flush Valve for 1-1/2" top spud bowl, 11-1/2" Supply C\L to top of bowl, 1.1 gpf/4.2 Lpf

OPERATING PRESSURE:

25 psi (flowing)-80 psi (static)

FLOW REQUIREMENT:

25gpm (94.6 L/min.)

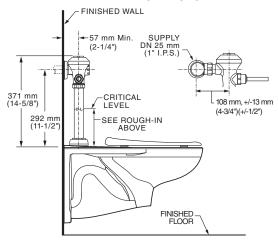
INCLUDES:

- 1" I.P.S. angle stop with back-flow prevention and vandal-resistant cap
- · Sweat solder kit including cover tube and wall flange
- High back pressure vacuum breaker with down tube
- Spud coupling & flange for 1-1/2" top spud

ACCESSORIES:

• Split ring pipe supports (2-1/2" & 6" C-E)

TYPICAL WATER CLOSET INSTALLATION: AFWALL™ TOILET SHOWN



RECOMMENDED SPECIFICATION:

Manual toilet flush valve shall feature self-cleaning diaphragm valve with integral DynaClean wiper spring in bypass orifice to prevent clogging. Advanced EvoLast diaphragm provides superior chorine-resistance. Includes dezincification-resistant cast brass valve body with chrome finish. Includes sweat solder kit with wall flange and cover tube. Angle stop with back-flow protection and vandal-resistant stop cap. High back pressure vacuum breaker included. 1.1 gpf / 4.2 Lpf Flush valve shall be American Standard Model # 6147.111.002.

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2.4

Flush Valve (Toilet-1.1 GPF) Option 2

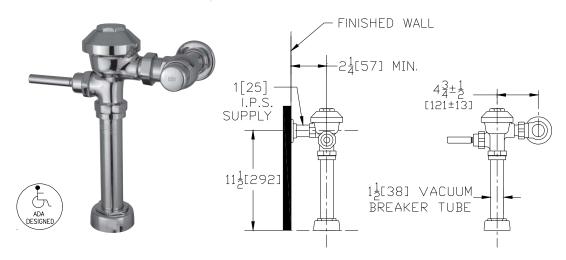


AquaVantage®AV Model

TAG

Z6000AV-ONE

1.1 gpf Exposed Manual Flush Valve withTop Spud Connection for High Efficiency Water Closets





This product should be used with a WaterSense labeled counterpart with a compatible flush volume to ensure that the entire system meets the requirements for water efficiency and performance.

Suffix Options (Check/Specify Appropriate Options)

• • • • • • • • • • • • • • • • • • • •	- p	(Silveria openity) tippi opiliate ope
\Box	-BG	BioCare Handle
	-H	Handle on Front of Flush Valve
	-L	1" [25] Metal Push Button
	-L3	3" [76] Metal Push Button
	-YJ	Split Ring Pipe Support
	-YK	Solid Ring Pipe Support
$\overline{}$	-YO	Bumper on Angle Stop
二		Other

ENGINEERING SPECIFICATION: ZURN Z6000AV-ONE AquaVantage® 'AV' Exposed Closet Flush Valve - Exposed, quiet diaphragm-type, chrome plated flushometer valve with a polished exterior. Complete with Zurn's 1.1 gpf AquaVantage® TPE, chloramine resistant, dual seal diaphragm with a clog resistant by-pass. The valve is ADA compliant with a non-hold open and no leak handle feature, high back pressure vacuum breaker, one piece hex coupling nut, adjustable tailpiece, spud coupling and flange for top spud connection. Control stop has internal siphon-guard protection, vandal resistant stop cap, sweat solder kit, and a cast wall flange with set screw. Internal seals are made of chloramine resistant materials.

This space is for Architectural/engineering Approval

ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330

Phone: 1-800-997-3876 ♦ Fax: 919-775-3541 ♦ World Wide Web: www.zurn.com
In Canada: ZURN INDUSTRIES LIMITED ♦ 7900 Goreway Drive Unit 10 ♦ Brampton, Ontario L6T5W6 ♦ Phone: 905-405-8272 Fax: 905-405-1292

AquaVantage® is a registered trademark of Zurn Industries, LLC.

Dwg. No. 315809

Date:2/27/2017 Product No.Z6000AV-ONE



Urinal- .125 GPF Option 1



Washbrook® FloWise® **Universal Urinal** VITREOUS CHINA

BARRIER FREE

Washbrook® FloWise® **Universal Urinal**

- · Vitreous china
- Ultra High Efficiency, Low Consumption. Operates in the range of 0.125gpf to 1.0gpf (0.5 Lpf to 3.8 Lpf)
- · Flushing rim
- Elongated 14" rim from finished wall
- · Washout flush action
- · Extended sides for privacy
- 3/4" inlet spud
- Outlet connection threaded 2" inside (NPTF)
- · 2 wall hangers
- · Fixture only
- · Strainer included
- Meets ASME flush requirements at 0.125 to 1.0 gpf
- ☐ 6590.001 Universal Top spud
- ☐ 6515.001 Universal Back spud

Nominal Dimensions:

360 x 480 x 664mm (14-1/8" x 18-7/8" x 26-1/8")

Recommended working pressure – between 20 psi at valve when flushing and 80 psi static

Compliance Certifications -Meets or Exceeds the Following Specifications:

 ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

To Be Specified:

- ☐ Color: ☐ White ☐ Flush Valve:
- - 1.0 gpf Flush Valve: Sensor-Operated:
 ☐ American Standard Selectronic®#6063.101.002 DC Power (Top Spud)
 - ☐ American Standard Selectronic® #6062.101.002 AC Power (Back Spud)
 - 1.0 gpf Flush Valve: Manual-Operated:
 ☐ American Standard # 6045.101.002
 - 0.5 gpf Flush Valve: Sensor-Operated:
 - ☐ American Standard Selectronic® #6063.051.002 DC Power (Top Spud) ☐ American Standard Selectronic® #6062.051.002
 - AC Power (Back Spud)
 - 0.5 gpf Flush Valve: Manual-Operated:
 ☐ American Standard #6045.051.002
 - 0.125 gpf Flush Valve: Sensor-Operated:

 - ☐ American Standard Selectronic® #6063.013.002
 DC Power (Top Spud)
 ☐ American Standard Selectronic® #6062.013.002 AC Power (Back Spud)

 - 0.125 gpf Flush Valve: Manual-Operated:
 ☐ American Standard #6045.013.002



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES - CHECK LOCAL CODES.

• When installed so top of rim is 432mm (17") MAXIMUM from finished floor.





When used with 0.125 gpf When used with 0.125 or 0.5 gpf

COMPLIANT

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M155

spec_6590.001-6515.001 WashbrookUrinal Rev 11/18

Urinal- .125 GPF Option 2



Pintbrook™ **VITREOUS CHINA**

& BARRIER FREE

Pintbrook™ Urinal

- · Vitreous china
- · High Efficiency operates in the range of 0.125 gpf to 0.50 gpf (0.47 Lpf/1.9 Lpf)
- · Powerful washdown action
- · Optimized chinaware contours provide superior splash protection
- 3/4" inlet top spud
- Outlet connection threaded 2" NPT
- · Wall hangers included
- · Fixture only
- Made in Mexico (NAFTA compliant)

☐ 6002.001 Top spud

Nominal Dimensions:

366 x 364 x 575mm (14-7/16" x 14-5/16" x 22-5/8")

Recommended working pressure - between 20 psi at valve when flushing and 80 psi static

Compliance Certifications -Meets or Exceeds the Following Specifications:

 ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

- To Be Specified:
 ☐ Color: ☐ White
 ☐ Flush Valve:

0.5 gpf Flush Valve: Sensor-Operated:
☐ American Standard Selectronic® #6063.051.002 DC Power

0.5 gpf Flush Valve: Manual-Operated:
☐ American Standard #6045.051.002

0.125 gpf Flush Valve: Sensor-Operated: ☐ American Standard Selectronic® #6063.013.002 DC Power

0.125 gpf Flush Valve: Manual-Operated: ☐ American Standard #6045.013.002



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 ACCESSIBLE AND USEABLE BUILDINGS AND **FACILITIES - CHECK LOCAL CODES.**

When installed so top of rim is 432mm (17") from finished floor.









DECLARATION urinal flush vale urinal flush vale

ENVIROMENTAL When used with PRODUCT 0.125 gpf 0.125 or 0.5 gpf

ADA COMPLIANT

M145

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Flush Valve (Urinal- .125 GPF) Option 1

SLOAN

SLOAN® MANUAL FLUSHOMETER SLOAN 186-0.125-DBP

CODE NUMBER

3782643

DESCRIPTION

0.125 gpf, Dual-Filtered Bypass, Polished Chrome Finish, Fixture Connection Top Spud, Single Flush, Sloan® Exposed Manual Urinal Flushometer.

DETAILS

- Flush Volume: 0.125 gpf (0.5 Lpf)
- Finish: Polished Chrome (CP)
- Valve: Diaphragm
- Bypass: Dual-Filtered Bypass (DBP)
- Valve Body Material: Semi-red Brass
- Fixture Type: Urinal
- Fixture Connection: Top Spud
- Rough-In Dimension: 11 1/2" (292mm)
- Spud Coupling: 3/4" (19mm)
- Supply Pipe: 3/4" (19mm)

FEATURES

Quiet, Exposed, Diaphragm Type, Chrome Plated High Efficiency

- PERMEX® Synthetic Rubber Diaphragm with Dual Bypass
- 3/4" I.P.S. Screwdriver Bak-Chek® Angle Stop with Vandal Resistant Stop Cap
- Vacuum Breaker with Flush Connection
- Spud Coupling and Spud Flange for 3/4" Top Spud
- Sweat Solder Adapter with Cover Tube and Cast Wall Flange
- Non-Hold-Open Handle and No External Volume Adjustment to **Ensure Water Conservation**
- High Efficiency flush accuracy
- Diaphragm, Handle Packing and Vacuum Breaker Molded from PERMEX® Rubber Compound for Chloramine Resistance
- ADA Compliant Metal Oscillating Non-Hold-Open Handle
- Watersense compliant when used with a 0.125 gpf WaterSense



COMPLIANCES & CERTIFICATIONS



















(ADA Compliant, BAA Compliant, BREEAM Materials Credit, BREEAM Water Credit, cUPC Certified, EPD, Green Globes Materials & Resources Credit, Green Globes Water Credit, HPD, LEED Materials & Resources EPD Credit, LEED Materials & Resources HPD Credit, LEED V4 Water Efficiency Credit, WaterSense Listed, Made in the USA, Satisfies LEED Credits)

RECOMMENDED SPECIFICATION

Valve Body, Cover, Tailpiece and Control Stop shall be in conformance with ASTM Alloy Classification for Semi- Red Brass. Valve shall be in compliance with the applicable sections of ASSE 1037 and ANSI/ASME 112.19.2.

VALVE OPERATING PRESSURE (FLOWING)

15-80 PSI (103-552 kPa). Specific fixtures may require greater minimum flowing pressure - consult manufacturer requirements

DOWNLOADS

- Sloan Exposed Installation Instructions
- Sloan Exposed (Spanish) Installation Instructions
- Control Stop Repair and Maintenance Guide
- Flush Connections Flanges Repair and Maintenance Guide
- Tail Piece Repair and Maintenance Guide
- Sloan Flushometer Repair and Maintenance Guide
- Flushometer Pressure gauges
- Additional Downloads

All information contained within this document subject to

Sloan 10500 Seymour Ave. Franklin Park, IL 60131

Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com

Code 3782643 • Downloaded 10/17/23 • 07/21/23 • View Latest Version



Flush Valve (Urinal- .125 GPF) Option 2

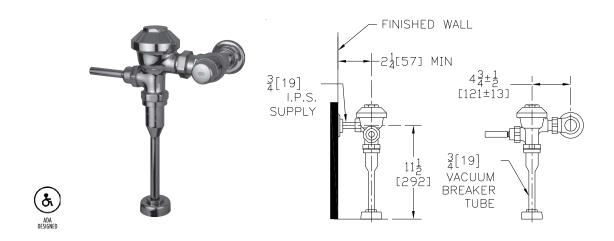


AquaVantage® AV Model

TAG

Z6003AV-ULF

0.125 GPF Ultra Low Flow Flush Valve for 3/4" Urinals



Suffix Options (Check/Specify Appropriate Options)

BioCare Handle Handle on Front of Flush Valve 1" [25] Metal Push Button 3" [76] Metal Push Button Split Ring Pipe Support Solid Ring Pipe Support Other

ENGINEERING SPECIFICATION: ZURN Z6003AV-ULF AquaVantage® 'AV' Exposed Urinal Flush Valve- Exposed, quiet diaphragm-type, chrome plated .125 GPF flushometer valve with a polished exterior. Complete with Zurn's AquaVantage® TPE, chloramine resistant, dual seal diaphragm with a clog resistant, filtered by-pass. The valve is ADA compliant with a non-hold open and no leak handle feature, high back pressure vacuum breaker, one piece hex coupling nut, adjustable tailpiece, spud coupling and flange for top spud connection. Control stop has internal siphon-guard protection, vandal resistant stop cap, sweat solder kit, and a cast wall flange with set screw. Internal seals are made of chloramine resistant materials.



This product should be used with a WaterSense labeled counterpart with a compatible flush volume to ensure that the entire system meets the requirements for water efficiency and performance.

Architectural/Engineering Approval

The information contained in this document is subject to change without notice

ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330 Phone: 1-800-997-3876 ♦ Fax: 919-775-3541 ♦ World Wide Web: www.zurn.com
In Canada: ZURN INDUSTRIES LIMITED ♦ 7900 Goreway Drive Unit 10 ♦ Brampton, Ontario L675W6 ♦ Phone: 905-405-8272 Fax: 905-405-1292

AquaVantage® is a registered trademark of Zurn Industries, LLC.

Rev. B

Dwg. No. 200299

Date: 5/25/2017 Product No. Z6003AV-ULF





TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: POLICE DISTRICT(S): CITYWIDE

SUBJECT: APPROVE THE FLOCK GROUP ORDER FORM AND THE ASSOCIATED FIVE-YEAR

MASTER SERVICES AGREEMENT FOR AUTOMATED LICENSE PLATE READERS IN

THE AMOUNT OF \$392,500

RECOMMENDATION

That the City Council:

- 1. Approve the FLOCK Group order form and the associated five-year Master Services Agreement, for a cost of \$78,500 annually, for a total amount of \$392,500; and
- 2. Authorize the City Manager or his designee to execute the FLOCK Group order form and the associated five-year Master Services Agreement including minimal and/or non-substantive changes.

STRATEGIC FOCUS AREAS

• Goal 5: Improve and Maintain the City's Infrastructure and Facilities (IMCIF)

EXECUTIVE SUMMARY

Flocks Automated License Plate Readers technology provides City law enforcement the ability to have the City's access points monitored by cameras that alert police officers to stolen vehicles and those individuals who have criminal arrest warrants tied to vehicle license plates. These cameras have given officers the tools to effectively reduce crime. Several cities in our area also use Flock cameras. Those cities include: Covina, Azusa, West Covina, Upland, San Dimas, Walnut, Ontario, Redlands, San Marino, and Monterey Park.

Flock is focusing their efforts on citywide coverage and establishing a network (mesh) of cameras in each community. Flock's cameras capture the date, time, location, license plate, and vehicle details (type and color), as well as objects (bicycles, animals, and people). Notifications are received via the National Crime Information Center (NCIC), which is an electronic clearinghouse of crime data. NCIC operates under a shared management concept between the Federal Bureau of Investigation (FBI), federal, state, and local users.

As of January, 2024, Flock will increase their per unit price to \$3,000 per camera. Renewing the contract for a five-year period, prior to December 31, 2023, ensures the City will retain the cost of \$2,500 per camera, thereby saving \$57,500, over the life of the proposed contract, for the same coverage and the same service and support. The total five-year cost to this agreement is \$392,500 paid on an annual basis in the amount of \$75,800.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On May 25, 2021 the City Council approved entering into a two-year contract to retain 30 stationary Flock license plate reading cameras.

Staff Report Page 2 of 3 Item #10. Page 2

The Glendora Police Department has been utilizing Flock license plate cameras with great success since October of 2021.

DISCUSSION

Providing efficient law enforcement services to the community is a priority and as such, deploying stationary cameras that identify stolen vehicles and criminal arrest warrants tied to vehicle license plates is a key component to crime prevention. Since Flock cameras were installed at key points throughout the City, they have been used to facilitate criminal investigations on 261 occasions. Our community oftentimes encounters "burglary crews" from outside the city. These crews break into residences, businesses and vehicles and victimize our community. In one such instance, a burglary crew, based out of San Bernardino County, committed a commercial burglary at a large electronics retailer in Glendora and was identified using images from a Flock camera. This information resulted in the service of a search warrant, the recovery of stolen property and the apprehension of a group of individuals suspected of committing multiple commercial burglaries throughout southern California. Criminals are known to drive stolen vehicles while committing these types of crimes in an effort to hide their identity. Being able to identify stolen vehicles and intercept or interrupt these individuals by arresting them as they enter our city has reduced the occurrence of those criminals victimizing our community.

On average, the police department investigates about 200 commercial and residential burglaries per year. From 2022 to 2023, we saw a 31% reduction in residential burglaries and a 12% reduction in commercial burglaries, year to date. Year to date for 2023, 24 stolen vehicles have been recovered with a suspect in custody, 50% of those cases originated from a Flock license plate camera notification. After our Flock camera system became operational, we saw a 133% increase in the number of arrests related to stolen vehicles. From 2022 to 2023, police department personnel saw a 42% decrease in the number of stolen vehicles entering the City of Glendora.

As a Flock Safety customer, we also have access to other cities' cameras furthering our investigative net by allowing us to search other cities' databases for vehicles connected to investigations that occur in the City of Glendora. Since the introduction of Flock cameras, this has been used multiple times to advance a variety of criminal investigations.

The key benefits of Flock cameras are that they charge an annual flat rate lease per camera of \$2,500, which is wireless, and free of infrastructure setup. They are also a Criminal Justice Information Services (CJIS) compliant cloud-based hosting service. The flat rate also includes unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and cellular connection. Staff has assessed the performance of the Flock camera system and found that is has been overwhelmingly successful in not only identifying those who commit crimes in the City, but also in preventing criminal behavior.

Currently, we have 30 cameras within the City of Glendora. The existing contract renewed in October 2023 and was set to expire in October 2024. Upon approval of this contract by the City Council, Flock Inc. will cancel the renewal which was just processed in October and apply the payment made towards the new 5-year contract with year-1 beginning once the contract is approved and signed. The new contract is necessary to ensure the City retains the current pricing model.

As of January 2024, Flock will increase their per unit price to \$3,000 per camera. By renewing the contract for a 5-year period, prior to December 31, 2023, we will ensure the City will retain the cost of \$2,500 per camera, thereby saving \$57,500, over the life of the contract, for the same coverage and the same service and support. There is a \$3,500 per year charge for an advanced search function that is commonly utilized to identify suspect vehicles where a license plate is not completely visible, but still allows the system to be searched using the make, model, color and any uniquely identifying features of the vehicle.

Flock is the sole manufacturer and developer of the Flock Safety Camera. There are several other differences between Flock and other ALPR companies. Most notably they are the only manufacturer and service provider that leases ALPR services. Others require the City to purchase equipment and

Staff Report Page 3 of 3 Item #10. Page 3

infrastructure which oftentimes includes the purchase of data storage as well.

FISCAL IMPACT

The existing contract renewed in October 2023 and was set to expire October 2024. Upon approval of this contract by the City Council, Flock Inc. will cancel the prior renewal which was just processed in October and apply the payment made towards Year 1 of the new five-year contract. The new contract is necessary to ensure the City retains the current pricing model.

The total five-year cost to this agreement of \$392,500 is included on an annual basis in the amount of \$75,800 the Fiscal Year 2023-2025 Two-Year Budget. Sufficient funds are available in account 5484432.59100.60 through the Information Technology Department of the City.

ENVIRONMENTAL DETERMINATION

None

Prepared By Christopher M. Stabio, Police Captain

Concurs With Not Applicable

Reviewed By Matthew P Egan, Chief of Police

Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

- A. FLOCK Order and Master Services Agreement
- B. PowerPoint
- C. Sole Source Letter

Flock Safety + CA - Glendora PD

Flock Group Inc. 1170 Howell Mill Rd, Suite 210 Atlanta, GA 30318

MAIN CONTACT: Libby Landers libby.landers@flocksafety.com 404-777-4113

fłock safety

Company Overview Item #10. Page 5

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private- public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

^{*}According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

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Out-of-Box Software Features		
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include: • Vehicle make • Body type • Color • License plates • O Partial tags • O Missing tags • O Temporary tags • State recognition • Decals • Bumper stickers • Back racks • Top racks	
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: California SVS FDLE FL Expired Licenses FL Expired Tags FL Sanctioned Drivers FL Sex Offenders Georgia DOR IL SOS Illinois Leads NCIC NCMEC Amber Alert REJIS CCIC FBI	
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.	
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on- scene video from a single interactive map for a birdseye view of activity in your jurisdiction.	
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.	

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Out-of-Box Software Features (Continued)		
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.	
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.	
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.	
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.	
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.	

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement.	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume
√ 1 Standard LPR Camera	√ 1 LPR Camera	roadways like highways and interstates.
√ Unlimited LTE data service + Flock OS platform licenses	√ Unlimited LTE data service + software	√ 1 Long-Rage LPR Camera
√ 1 DOT breakaway pole	licenses	√ Computing device in protective poly
	√ 1 portable mount with varying-sized	case
√ Dual solar panels	band clamps	√ AC Power
√ Permitting, installation, and ongoing	√ 1 Charger for internal battery	√ Permitting, installation, and ongoing
maintenance	√ 1 hardshell carrying case	maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. Note: Ongoing maintenance does not apply to Falcon Flex devices.
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A ORDER FORM

Customer: Legal Entity Name: Accounts Payable Email:

CA - Glendora PD CA - Glendora PD cstabio@glendorapd.org

Address:

150 N Glendora Ave Glendora, California 91741

Initial Term: 60 Months Renewal Term: 24 Months Payment Terms: Net 30

Annual Plan - First Year Invoiced at Signing. Billing Frequency:

Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$78,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	30	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$3,500.00	1	\$3,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$78,500.00

Annual Recurring Subtotal: \$78,500.00

> **Discounts:** \$82,500.00 **Estimated Tax:** \$0.00

\$392,500.00 **Contract Total:**

Billing Schedule

Billing Schedule	Amount (USD)	
Year 1		
At Contract Signing	\$78,500.00	
Annual Recurring after Year 1	\$78,500.00	
Contract Total	\$392,500.00	

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$75,000.00
Flock Safety Add-ons	\$7,500.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
	An infrastructure-free license plate reader camera that utilizes Vehicle	The Term shall commence upon first installation and validation of Flock
Flock Safety Falcon ®	Fingerprint® technology to capture vehicular attributes.	Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the Item #10. Page 13 terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below,.

FLOCK GROUP, INC.	Customer: C	CA - Glendora PD
By:	By:	
Name:	Name:	Adam Raymond
Title:	Title:	City Manager
Date:	Date:	
	PO Number:	

Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("Flock") and approved by the entity identified in the signature block ("Customer") (each a "Party," and together, the "Parties") on this the 12th day of December 2023. This Agreement is effective on the date of mutual execution ("Effective Date"). Parties will sign an Order Form ("Order Form") which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("*Notifications*");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Item #10. Page 15 Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "Anonymized Data" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
- 1.2 "Authorized End User(s)" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
- 1.3 "*Customer Data*" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.4. "Customer Hardware" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.5 "*Embedded Software*" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
- 1.6 "*Flock Hardware*" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.
- 1.7 "*Flock IP*" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
- 1.8 "Flock Network End User(s)" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

- 1.9 "*Flock Services*" means the provision of Flock's software and hardware situational awareness #10. Page 16 solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.10 "*Footage*" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- 1.11 "Hotlist(s)" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.12 "*Installation Services*" means the services provided by Flock for installation of Flock Services.
- 1.13 "*Retention Period*" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
- 1.14 "*Vehicle Fingerprint*TM" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
- 1.15 "*Web Interface*" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

- 2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("Retention Period"). Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).
- 2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.
- 2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "Support Services").
- 2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

- 2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of #10. Page 18 the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term. 2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End
- 2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("Service Suspension"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.
- 2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

- 3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "Customer Obligations").
- 3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

- 4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not</u> own and shall not sell Customer Data.
- 4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information and produced content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("Customer Generated Data"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply wiffin #10. Page 21 respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, Item #10. Page 22 preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

- 6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.
- 6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).
- 6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.
- 6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional tem #10. Page 23 amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. 7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination. 7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

- 8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.
- 8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B. 8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

- 9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.
- 9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's Item #10. Page 27 rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.
- 10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.
- 10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

- 11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal Item #10. Page 28 laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
- 11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in Item #10. Page 29 which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the

foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

- 11.11 **Headings.** The headings are merely for organization and should not be construed as adding #10. Page 30 meaning to the Agreement or interpreting the associated sections.
- 11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.
- 11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.
- 11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.
- 11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.
- 11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: Glendora Police Department, 150 Glendora Avenue, Glendora, CA 91741

ATTN: Chief Matt Egan Captain Chris Stabio

EMAIL: Egan@cityofglendora.org Stabio@cityofglendora.org

Item #10. Page 32

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

Million Dollars (\$5,000,000).				

(v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five

Item #10. Page 33

Automated License Plate Readers

Police Department

City Council Meeting

December 12, 2023

CityOfGlendora.org

Flock ALPR

- Stationary and infrastructure free.
- Solar powered.
- Camera has LTE built in included in price.
- 30-day cloud storage.
- Can leverage other Flock cameras in other cities.
- Fingerprint Technology.
 - Type of car, make, color, license plate, unique.
 characteristics (i.e., different color fender).
- Flock is the sole manufacturer and developer of this camera and technology.





- The FLOCK camera system has been used 261 times to facilitate criminal investigations, often leading to the identification of suspects who would otherwise remain unidentified.
- In the first three months of its use, FLOCK cameras increased arrest rates by 133% over the first 9 months of that same year.
- From 2022 to 2023 there was a 42% reduction in the number of stolen vehicles entering the City of Glendora.
- From 2022 to 2023 there was a 31% reduction in residential burglaries
- During that same period, there was a 12% reduction in commercial burglaries

 Meeting Date: 12/12/2023 / Packet Page #: 561

Fiscal Impacts

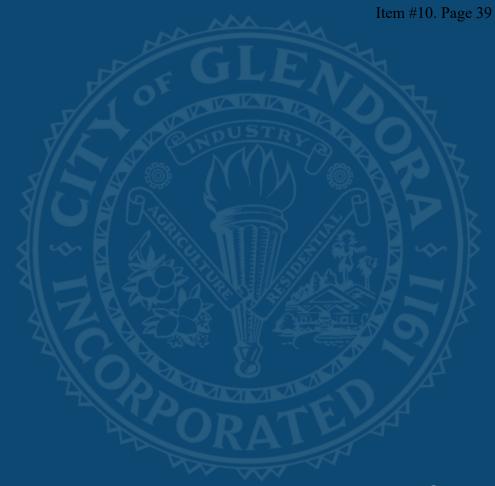
- As of January, 2024, Flock Inc. will increase their leasing prices from \$2,500 per camera, to \$3,000 per camera
 - By renewing prior to January, 2024, the City will save \$11,500 per year
 - Over the life of the 5-year contract, this amounts to \$57,500 in savings
- The contact comes with an optional 2-year extension at the same rate
 - Over the life of a 7-year contract, the City will save \$80,500
- The total contact cost over 5 years will be \$392,500
 - Funding is available in Information Technology Fund account 548 4432 59100.60

Discussion for City Council

Recommendation:

- 1. Approve the FLOCK Group order form and the associated five-year Master Services Agreement, for a cost of \$78,500 annually, for a total amount of \$392,500; and
- 2. Authorize the City Manager or his designee to execute the FLOCK Group order form and the associated fiveyear Master Services Agreement including minimal and/or non-substantive changes.

Questions???



6



Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. <u>Vehicle Fingerprint Technology</u>®:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex[™]: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex[™] ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

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f tock safety

- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:

- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
- o Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to "opt-out" of being captured

4. Integrated Audio & Gunshot Detection:

 Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. <u>Live Video Integration</u>:

- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras,
 CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep

6. Situational Awareness:

 FlockOS[™] is the world's first and only public safety operating system compatible with Flock Safety[™] live streaming fixed and PTZ Condor camera, Flock Safety Raven[™] gunshot audio detection, while seamlessly integrating first and

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- third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
- FlockOS[™] features Flock Safety[™] unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

7. Partnerships:

- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

8. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety®



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: PUBLIC WORKS DISTRICT(S): 3

SUBJECT: APPROVE A PURCHASE ORDER TO PS COMMERCIAL PLAY, LLC FOR NEW

PLAYGROUND EQUIPMENT AT FINKBINER PARK IN THE AMOUNT OF \$208,604 AND APPROVE AN AMENDMENT TO A CONSTRUCTION AGREEMENT WITH DD SYSTEMS FOR PLAYGROUND EQUIPMENT INSTALLATION AT FINKBINER PARK IN THE AMOUNT OF \$201,397 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED

\$1,332,144.

RECOMMENDATION

That the City Council:

- 1. Approve a purchase order to PS Commercial Play, LLC for new playground equipment at Finkbiner Park in the amount of \$208,604;
- 2. Approve an amendment to the construction agreement with DD Systems for playground equipment installation at Finkbiner Park in the amount of \$201,397 for a total contract amount not to exceed \$1,332,144; and
- 3. Approve the appropriation of \$410,000 from Fund 321 Capital Improvement to the Finkbiner Park Improvement Project.
- 4. Authorize the City Manager or his designee to execute the amendment agreement with DD Systems, Inc. including minimal and/or non-substantive changes.

STRATEGIC FOCUS AREAS

• Goal 5: Improve and Maintain the City's Infrastructure and Facilities (IMCIF)

EXECUTIVE SUMMARY

Finkbiner Park is a highly used public park in the City. The playground area is consistently visited by the families and the kids from the surrounding residential area.

City Council previously approved amending the Capital Improvement Program (CIP) to include a project comprehensively renovating the Finkbiner Park playground, restrooms, and tennis court areas, including conversion of one tennis court to four pickleball courts. This project (# 22658201) was bid in two (2) phases. Phase I was completed in May of 2023 and Phase II is under construction.

Phase II also encompasses a wide range of improvements with the construction and renovation of the playground and surrounding areas. As the park undergoes current improvements around the playground area, the replacement of playground equipment is the final enhancement needed to complete the Finkbiner Park renovation.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On February 8, 2022, City Council approved amending the Capital Improvement Program to include the Project, and appropriating \$1,508,650 from Measure E Fund 103 for design and construction.

Staff Report Page 2 of 3 Item #11. Page 2

On February 28th, 2023, Phase-1 of the Finkbiner Park Tennis and Pickleball Court Improvements was awarded to NOHO Constructors. Construction began in March of 2023 and concluded in May of 2023.

On August 22nd, 2023, Phase-2 of the Finkbiner Park Improvements was awarded to DD Systems, Inc. Construction began in September of 2023.

DISCUSSION

The current playground at Finkbiner Park was installed in 2012. Typically, the life expectancy of playground equipment at a public park is around 12 years. To replace the playground equipment, City received a grant in the amount of \$96,889.50 from Play & Park Structure Funding Committee through the Healthy Kids Initiative.

The City determined that it will be more cost-effective to replace the equipment before the new poured-inplace surfacing is installed. To meet the grant funding deadline, staff got permission from the City Manager to place the equipment purchase order prior to Council's formal approval.



Proposed Playground Equipment

Per GMC Section 2.40.090(c)(6), competitive procurement through the informal and formal procurement processes shall not be required when cooperative purchasing is available and undertaken or when goods can be obtained through federal, state, and/or other public entity pricing contracts or price agreements.

Per California Government Code §6502 regarding Joint Powers Agreements, "if authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state."

California Multiple Award Schedules (CMAS) offers a wide variety of commodity products and services at prices which have been assessed to be fair, reasonable and competitive. The CMAS Program creates a pool of suppliers that government agencies can solicit offers from and streamlines the procurement process. PS Commercial Play pricing proposal provided to the City of Glendora complies with CMAS contract number 4-23-01-1000 which is valid until April of 2025.

Staff Report Page 3 of 3 Item #11. Page 3

For removal and installation of playground equipment, staff contacted DD System for the quote. DD System, Inc. was already working on Finkbiner Park Improvements – Phase-2 under the Contract Agreement. DD System quote was found reasonable and lower than the informal quotes received from outside vendors. Therefore staff determined to extend the scope of work with DD System.

To install new playground equipment, DD System was directed to hold laying new poured-in-place surfacing, which was part of the original contract. To minimize the unavailability of the playground area and avoid any delays claims by the contractor, DD System was allowed to start the removal of equipment before Council's formal approval. This will keep the project on schedule and playground area will be available to the residents in the shortest possible time.

New playground equipment along with overall Park improvements will bring significant benefits to the community and park visitors with improved aesthetics and overall appearance of the park, increased functionality and usability of the park's amenities, enhanced accessibility for individuals with disabilities, and increased reliability through electrical panel upgrades.

FISCAL IMPACT

Sufficient funding in the amount of \$410,000 is available in Fund 321 Capital Improvement for this project. Additionally, the City received a grant in the amount of \$96,889.50 from Play & Park Structure Funding Committee through the Healthy Kids Initiative.

ENVIRONMENTAL DETERMINATION

This project is categorically exempt from the California Environmental Quality Act provisions pursuant to Section 15301(c). The exemption for Finkbiner Park Improvements was previously approved by City Council on February 28th, 2023.

Prepared By Maliha Fatima Ansari, Principal Civil Engineer

Concurs With Not Applicable

Reviewed By William Wittkopf, Public Works Director

Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

- A. PS Commercial Play Pricing Proposal
- B. Amendment No. 1 DD System Inc (Finkbiner)
- C. Approved Agreement DD System, Inc.
- D. Amendment No. 1 DD System, Inc



Recreation Brands of Southern

California, Inc.

540 S. Andreasen Drive Suite G

Escondido, CA, 92029 Phone: 858-442-3670 Fax: 423-425-3124

Email:

mike.etchison@recreationsc.com

Contact:

Finkbiner Park

Citiy of Glendora Attn: Kelsey Faye 160 N Wabash Avenue Glendora, CA 91741 Phone: 626-914-8228 kfay@cityofglendora.org

Quote Number: 807-161913 Quote Date: 7/19/2023

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	2-5 Play Structure	1	7393.42	\$127,008.00	\$127,008.00
HKI	HKI 50% DISCOUNT / OMNIA DISCOUNT	1	0	(\$63,504.00)	(\$63,504.00)
RDU	5-12 Play Structure	1	4474.34	\$65,601.00	\$65,601.00
HKI	HKI 50% DISCOUNT / OMNIA DISCOUNT	1	0	(\$32,800.50)	(\$32,800.50)
65225	SHADED SWING 4 BAY	1	3024	\$21,590.00	\$21,590.00
OMNIA	OMNIA DISCOUNT	1	0	(\$1,079.50)	(\$1,079.50)
RDU	SWING SEATS	1	265	\$6,780.00	\$6,780.00
OMNIA	OMNIA DISCOUNT	1	0	(\$135.60)	(\$135.60)
65288	WELCOME SIGN 5 - 12	1	23	\$595.00	\$595.00
OMNIA	OMNIA DISCOUNT	1	0	(\$297.50)	(\$297.50)
65290	WELCOME SIGN 2 - 5	1	23	\$595.00	\$595.00
OMNIA	OMNIA DISCOUNT	1	0	(\$297.50)	(\$297.50)
EP-SS- ERT1100D	ElephantPlay: Spinneround Top with Deck; "As-Specified"	1	0	\$21,580.00	\$21,580.00
OMNIA	OMNIA DISCOUNT	1	0	(\$1,080.00)	(\$1,080.00)
ED CN	ElephantPlay: AN1301N Small Dome &				
EP-CN- AN1301N	Climbing Nets; Includes Rubber Pads; "As- Specified"	1	0	\$20,843.00	\$20,843.00
OMNIA	OMNIA DISCOUNT	1	0	(\$1,043.00)	(\$1,043.00)
EP-SS- ERD120S	ElephantPlay - Mini Half-Ball	1	0	\$3,685.00	\$3,685.00
OMNIA	OMNIA DISCOUNT	1	0	(\$185.00)	(\$185.00)
				<u></u>	,

Total Weight: 15202.76

Pricing per National IPA / OMNIA Partners Public Sector Contract #R220202._____ Please reference contract number on your

SubTotal: \$167,854.40 Freight: \$23,571.10 Tax: \$17,205.08 Total Amount: \$208,630.58

#R220202._____ Please reference contract number on your purchase order made out to Play and Park Structures.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Recreation Brands of Southern California, Inc..

Pricing: f.o.b. factory, firm for 30 days from date of quotation.



Procurement Division 707 Third Street, 2nd Floor, MS #2-202 West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

PS Commercial Play LLC

CMAS NUMBER:	4-23-01-1000
CMAS TERM DATES:	01/04/2023 through 04/30/2025
EFFECTIVE DATE:	01/04/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	January 20, 2022
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE OMNIA CONTRACT #:	R220202
BASE OMNIA CONTRACT HOLDER:	Play & Park Structures
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of playground systems and related items. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

PS COMMERCIAL PLAY LLC CMAS NUMBER 4-23-01-1000

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

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CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Bench-Recycled Plastic
Bleacher-Mobile
Playground-Equip
Playground-Equip Shade
Playground-Surface Rubberized
Tables-Picnic Recycled Plastic

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, and installation of playground systems and related items.

The ordering agency must verify all products and/or services, and pricing are currently available on the Omnia Partners contract at the <u>Omnia Partners website</u> at public.omniapartners.com/suppliers/vari-sales-corporation/overview.

EXCLUDED PRODUCTS AND/OR SERVICES

Installation services for State Agencies and public works services with a requirement for State contractor licensing are <u>not</u> available under this CMAS.

ISSUE PURCHASE ORDER TO

Orders may be placed with PS Commercial Play LLC or with an Authorized Reseller as indicated herein:

Orders placed with PS Commercial Play LLC

SUBMIT ORDERS TO:

PS Commercial Play LLC 544 Chestnut Street Chattanooga, TN 37405 Attn: Matt Mitchell

E-mail: info@playandpark.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Matt Mitchell Phone: (865) 556-5910

E-mail: matt.mitchell@playandpark.com

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Ordering Instructions and Special Provisions

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Orders placed with a Reseller must be addressed as shown below and payment must be made to the Reseller identified on the invoice:

Orders placed with a Reseller

SUBMIT ORDERS TO:

PS Commercial Play LLC c/o Progressive Design Playgrounds 584 Castro Street, Suite #760 San Francisco, CA 94114

Contact:

John Ogden

Phone:

(415) 937-1697

E-mail:

john@norcalrec.com

PS Commercial Play LLC c/o Recreation Brands of Southern California, Inc. 540 S. Andreasen Dr., Suite G Escondido, CA 92029

Contact:

Michael Etchison

Phone:

(858) 442-3670

E-mail:

mike.etchison@recreationsc.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO PS COMMERCIAL PLAY LLC FOR CMAS QUARTERLY REPORTING REQUIREMENTS.

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of <u>Top 500 Delinquent Taxpayers</u> is available at their website. The California Department of Tax and Fee Administration's list of <u>Top 500 Sales & Use Tax Delinquencies</u> in California is available at their website.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) PS COMMERCIAL PLAY LLC CMAS NUMBER 4-23-01-1000

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 102282535. Prior to placing an order with this company, agencies must verify that this permit is still valid at the <u>California Department of Tax and Fee Administration</u> website.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

EXECUTIVE ORDER N-6-22 - RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a Darfur Contracting Act Certification.

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IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides an Iran Contracting Act Certification.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a California Civil Rights Law Certification.

<u>WARRANTY</u>

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

DELIVERY

7 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the <u>List of State Departments with Approved Purchasing Authority</u> website.

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HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- For Consulting or Personal services, do not include any labor categories/job titles or number
 of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this
 information in their Attachment B Cost Worksheet. The State does not have the expertise to
 make this decision (GC 19130(b)).
- <u>Search for potential CMAS contractors</u> on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able
 to supply the goods and/or provide the services. Neither a lack of sufficient CMAS
 contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM
 Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise
 Declarations form (Standard 843) in the RFO. This declaration must be completed by the
 DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM
 Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons
 why the other suppliers did not respond with an offer. The reason must come from the
 CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can
 establish and document that the price is fair and reasonable. The fair and reasonable
 method can only be used for non-customizable purchases. See SCM Volume 2, Section
 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the <u>Local Agency packet</u> available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

<u>Standard 65 Purchase Documents</u> – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the <u>Standard 65</u> is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

<u>FISCAL Purchase Documents</u> – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

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The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

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Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

<u>CMAS Small Business and Disabled Veteran Partners</u> can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

- 1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
- 2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

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- ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
- iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
- iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
- 3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

- The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
- 2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a <u>Recycled-Content Certification form</u> upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

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PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

- 1. Purchase orders containing only NSP items are prohibited.
- 2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
- 3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
- 4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
- 5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
- 6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

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7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items <u>are specifically excluded</u> from any order issued under this CMAS:

- 1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
- 2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
- 3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
- 4. Any other item or class of items specifically excluded from the scope of this CMAS.
- 5. Public Works and other services NOT in support of the products covered by this CMAS.
- Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
- 7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

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PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies should use the <u>Golden State Financial Marketplace (GS SMart)</u> program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to <u>PCC 14937</u>. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

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9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at <u>Cal eProcure</u>. Links to the CMAS terms and conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "<u>Federal Debarment</u>" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES
("Amendment No. 1") by and between the CITY OF GLENDORA, a California municipal
corporation ("City") and DD Systems, Inc., a California Corporation ("Contractor") is effective as of
the day of, 2023.

RECITALS

- A. City and Contractor entered into that certain Agreement for Contractual Services dated August 22nd 2023 ("Agreement") whereby Contractor agreed to provide Finkbiner Park Improvement Phase 2 Construction Services.
- B. City and Contractor now desire to amend the Agreement to add scope of work for Removal and Installation of Playground Equipment.

TERMS

- 1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in strikethrough and added text in **bold italics**.
- a. "2.1 Contract Sum. "Subject to any limitations set forth in this Agreement, City agrees to pay Contractor 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 \$1,044,717.96 \$1,332,143.35 (One million, forty-four thousand, seven hundred seventeen dollars and ninety-six cents) (One million, three hundred thirty-two thousand, one hundred forty-three dollars and thirty-five cents) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."
- b. "<u>3.5 Term.</u> 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 <u>one (1)</u> year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").
 - c. "Exhibit C as attached."
 - d. "Exhibit D as attached."
- 2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.
- 3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no

written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

- 4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.
- 5. **Authority**. The persons executing this Amendment No. $\underline{1}$ 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 Amendment No. $\underline{1}$ on behalf of said party, (iii) by so executing this Amendment No. $\underline{1}$, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment No. $\underline{1}$ does not violate any provision of any other agreement to which said party is bound.

[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 Glendora, a municipal corporation

Adam Raymond City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

-DocuSigned by:

William Wynder 9F096A23BACC45F William W. Wynder

City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by

CACE701662584A4 Kyle Johnson

Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman City Clerk/Communications Director

CONTRACTOR:

DD Systems, Inc.

DocuSigned by:

Name: Danny Daher Title: President

Email: acecd99@gmail.com Dec 6, 2023 | 1:47 PM PST

Address:

1199 Englewood Lane, Glendora CA 91741

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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corporation ("City") and DD Systems, Inc., a California Corporation ("Contractor") is effective
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FINKBINER PARK IMPROVEMENTS – PHASE 2, PLAN NO. 1365-2

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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[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 Glendora, a municipal corporation

Adam Raymond City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

CERTIFY AVAILABILITY OF FUNDS:

William W. Wynder

City Attorney

Marie Ricci

Administrative Services Director/City Treasurer

ATTEST:

Kathleen R. Sessman City Clerk/Communications Director

CONTRACTOR:

DD Systems, Inc.

Name: Danny Daher Title: President

Email: acecd99@gmail.com

Address:

1199 Englewood Lane, Glendora CA 91741

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: ADMINISTRATIVE SERVICES DISTRICT(S): CITYWIDE

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE 2079 OF THE CITY COUNCIL

AMENDING SECTIONS 14.20.010 THROUGH 14.20.180 TO CHAPTER 14.20 "RATES

AND CHARGES," OF TITLE 14 "WATER," OF THE GLENDORA MUNICIPAL CODE

RECOMMENDATION

That the City Council:

1. Waive full reading, read by title only, and adopt on second reading Ordinance 2079 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA AMENDING SECTIONS 14.20.010 THROUGH 14.20.180 TO CHAPTER 14.20 "RATES AND CHARGES" OF TITLE14 "WATER."

STRATEGIC FOCUS AREAS

Goal 2: Maintain Financial Stability and Sustainability (MFSS)

EXECUTIVE SUMMARY

On November 28, 2023, the City Council conducted a public hearing in compliance with Proposition 218 in consideration of water rates and charges. The Ordinance was amended to allow for more efficient adjustments of water rates and charges in the future. Future rates and charges will continue to be brought forth by Resolution to the City Council for adoption. Additionally, all rates and charges will be included in the Master Schedule of Fees moving forward to increase transparency.

FISCAL IMPACT

Amendment of the Ordinance has no financial impact. However, any adjustments to rates will be considered by the City Council by Resolution annually.

ENVIRONMENTAL DETERMINATION

Not Applicable.

Prepared By Marie Ricci, Deputy City Manager Concurs With Richard Hansen, Water Commission Marie Ricci, Deputy City Manager

Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

- A. Ordinance
- B. Glendora Municipal Code Title 14 WATER (Red Line) (Exhibit A of Ordinance)

ORDINANCE 2079

AN ORDINANCE OF THE CITY COUNCIL AMENDING SECTIONS 14.20.010 THROUGH 14.20.180 TO CHAPTER 14.20 "RATES AND CHARGES," OF TITLE 14 "WATER," OF THE GLENDORA MUNICIPAL CODE.

THE CITY COUNCIL City of Glendora, California

THE CITY COUNCIL OF THE CITY OF GLENDORA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the Water Division of the Public Works Department operates as a self-supporting enterprise fund that depends upon revenues derived from the sale of water to customers; and

WHEREAS, the City Council desires revisions to the Rates and Charges of the Glendora Municipal Code to make more efficient the overall rules and regulations related to the establishment of water rates and charges.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby adopts **Exhibit A**, Rates and Charges for the City of Glendora Water system.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Glendora hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the passage and adoption thereof and cause same to be published at least once in the San Gabriel Valley Examiner, a weekly newspaper of general circulation, published in the City of Glendora, which newspaper is hereby designated for that purpose (GC § 40806); and thereupon, and thirty (30) days after its passage, this ordinance shall take effect and be in force.

PASSED, APPROVED and ADOPTED	this day of December, 2023.
	City Council of Glendora, California
BY:	
	Mayor

APPROVED Aleshire & W	AS TO FORM: ynder, LLP	
City Attorney		
	CEF	RTIFICATION
		City of Glendora, do hereby certify that the foregoing on the 28 th day of November 2023, by the following
AYES: NOES: ABSENT: ABSTAIN:		Allawos, Davis, Fredendall, Thompson and Boyer. None. None.
	id Ordinance was duly approv y of December 2023, by the f	red and adopted at a regular meeting of the City Council following roll call vote:
AYES: NOES: ABSENT: ABSTAIN:		
		e was published as required by law in a newspaper of California on the day of, 2023.
Dated:		
		KATHLEEN R. SESSMAN City Clerk/Communications Director

Ordinance _____ Page 2 of 2

Chapter 14.20 RATES AND CHARGES

(All Content Displayed)

- 14.20.010 Establishment of rates and charges.
- 14.20.020 Adjustment of charges.
- 14.20.030 Delinquency Cutting off service.
- 14.20.040 Reimbursement contracts with subdividers.
- 14.20.050 Refund and reimbursement contracts with nonsubdividing developers.
- 14.20.060 Conditions concerning refunds on reimbursement contracts.
- 14.20.070 Readiness to serve charge.
- 14.20.080 Quantity rates for water used.
- 14.20.085 Automatic rate adjustments.
- 14.20.090 Miscellaneous rates.
- 14.20.130 Fire service readiness to serve charge.
- 14.20.140 Deposits.
- 14.20.150 Extension service fee Service acreage fee.
- 14.20.160 Connection charge.
- 14.20.170 Installing mains.
- 14.20.180 Reconnect fee.

14.20.010 Establishment of rates and charges.

The fees, rates, and charges for water services provided by the water division shall be established pursuant to <u>ordinance resolution</u> by the city council. (Ord. 1784 § 11, 2003)

14.20.020 Adjustment of charges.

The city manager or designee shall have the authority to make adjustments to water bills if he or she deems an adjustment is appropriate. He or she shall make a thorough investigation of any complaints of unusually high bills and the circumstances therefor, make the adjustment, if appropriate, and notify the customer and the collector. (Ord. 2049 § 4, 2020; Ord. 2048 § 4, 2020; Ord. 1536 § 12, 1989)

14.20.030 Delinquency—Cutting off service.

All accounts which have not been paid by the close of business on the sixtieth day following date of the bill are subject to disconnection. A penalty shall be added to the bill equal to ten percent of the bill. The director of public works may cut off the water from all such delinquent services if not paid within sixty days of date of the bill, and the same shall not be connected until all charges as provided in this chapter have been paid to the city. (Ord. 2049 § 5, 2020; Ord. 2048 § 5, 2020; Ord. 1536 § 12, 1989)

14.20.040 Reimbursement contracts with subdividers.

The city council may, by ordinance, require that improvements installed by the subdivider for the benefit of the subdivision contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision, and that those improvements be dedicated to the public. Upon the installation of the supplemental improvements, the city shall enter into an agreement with the subdivider to reimburse the subdivider for the cost, including interest, of constructing the supplemental improvements. (Ord. 1536 § 12, 1989)

14.20.050 Refund and reimbursement contracts with nonsubdividing developers.

In the event it is necessary for a private party or developer other than a subdivider to construct a water line of greater size than required to serve the development in order to serve other areas of the city's water distribution system, or it is necessary to install a water line which will provide direct benefit to adjacent undeveloped property, the cost thereof shall be advanced by the developer and the city at its option and upon written request may enter into an agreement to refund, based on benefit, the additional cost or differential in cost so advanced by him or her, without interest, but in no case shall the total refund exceed the amount so advanced. (Ord. 1536 § 12, 1989)

14.20.060 Conditions concerning refunds on reimbursement contracts.

(a) Refunds shall not be made on any mains eight inches in diameter or smaller.

- (b) Refunds shall not exceed one-third of the gross revenue from water sold to consumers supplied within the subdivision or development during the life of the agreement.
- (c) Refunds shall not be made after the expiration of ten years from the date of the agreement or contract.
- (d) Refunds shall be made from a special water fund provided therefor and shall not constitute a claim on the general funds of the city.
- (e) Undeveloped property benefit fees shall first be collected by the city at time of development from benefited property and then refunded in the manner and at the rate specified in the reimbursement contract. (Ord. 1536 § 12, 1989)

14.20.070 Readiness to serveMeter connection charge.

Effective January 1, 2017, and subject to adjustment as set forth in Section 14.20.085, the bimonthly base charge for each metered connection within the city of Glendora's service boundaries shall be as follows:

Meter Size Bimonthly Base Charge < 1 inch \$ 79.29 1 inch -103.08-171.17 1-1/2-inch 2-inch -245.813-inch -364.75 4-inch -555.09 6-inch --967.44 1,363.91 8-inch

(Ord. 2010 § 4, 2016)

Repealed

14.20.080 Quantity rates for water used.

- (a) In addition to the bimonthly base charge established by Section 14.20.070 of this code, each customer shall pay a charge, calculated as set forth in this section, for each unit of one hundred cubic feet of water consumed at his or her connection during a bimonthly billing period.
- (b) Each water connection is assigned a "baseline" consumption allowance, in units of one hundred cubic feet of water, based upon the size of the water meter for that connection. The baseline allocations shall be as follows:

_

Meter Size	Bi-Monthly Baseline Allocation, Units
< 1 inch	38
1 inch	67
1-1/2-inch	134
2-inch	220
3-inch	838
4-inch	1,316
6-inch	4 ,682
8-inch	4,682

Each unit of water consumed at a connection during a bi-monthly billing period, other than a unit in excess of the baseline allocation for that connection, shall be deemed a "Tier 1 Unit." Each unit in excess of the baseline allocation shall be deemed a "Tier 2 Unit."

- _
- (c) The rate for each Tier 1 unit consumed shall be the sum of the "energy component rate," and the "other costs component (T1) rate" set forth in this section. The rate for each Tier 2 unit consumed shall be the sum of the "purchased water component rate," the "energy component rate," and the "other costs component (T2) rate" set forth in this section.
- (d) Beginning January 1, 2017, and subject to adjustment as set forth in Section 14.20.085, the "purchased water component rate" shall be one dollar ninety-one cents per unit of water consumed.
- (e) Beginning January 1, 2017, and subject to adjustment as set forth in Section 14.20.085, the "energy component rate" shall be twenty-three cents per unit of

water consumed at a connection located in pressure zone 1, thirty-five cents per unit of water consumed at a connection located in pressure zone 2, fifty-six cents per unit of water consumed at a connection located in pressure zone 3, and one dollar thirty-six cents per unit of water consumed at a connection located in any other pressure zone. The pressure zone in which a connection is located shall be determined by reference to the 2012 Water Master Plan, which is on file in the office of the city clerk and available for public inspection.

(f) Beginning January 1, 2017, the "other costs component (T1) rate" shall be one dollar ninety cents per unit of water consumed.

Beginning January 1, 2018, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T1) rate" shall be two dollars seven cents per unit of water consumed.

Beginning January 1, 2019, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T1) rate" shall be two dollars twenty-six cents per unit of water consumed.

Beginning January 1, 2020, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T1) rate" shall be two dollars forty-six cents per unit of water consumed.

Beginning January 1, 2021, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T1) rate" shall be two dollars sixty-seven cents per unit of water consumed.

(g) Beginning January 1, 2017, "other costs component (T2) rate" shall be one dollar sixty-seven cents per unit of water consumed.

Beginning January 1, 2018, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T2) rate" shall be one dollar eighty-three cents per unit of water consumed.

Beginning January 1, 2019, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T2) rate" shall be two dollars per unit of water consumed.

Beginning January 1, 2020, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T2) rate" shall be two dollars nineteen cents per unit of water consumed.

Beginning January 1, 2021, and subject to adjustment as set forth in Section 14.20.085, the "other costs component (T2) rate" shall be two dollars forty cents per unit of water consumed. (Ord. 2010 § 6, 2016)

Repealed

14.20.085 Automatic rate adjustments.

- (a) No later than December 1st of each year, beginning in 2017, the director of public works shall file with the city clerk a schedule of revised rates, calculated pursuant to this section, to be effective on the first billing cycle of the following year. At least thirty days prior to implementing revised rates, the director of public works shall notify all customers regarding the rate revisions.
- (b) Unless the city council takes action, by ordinance or resolution, to cause such revised rates to not become effective, the revised rates shall take effect automatically, and shall be deemed to have been approved and imposed by the city council pursuant to the ordinance codified in this section.
- (c) The purchased water component rate, imposed pursuant to Section 14.20.080(d) of this chapter shall be calculated by adjusting that rate (including any previous adjustments made pursuant to this section) by the percentage change between the previous year and the year for which the rate is being calculated, of the cost of water if purchased by the city from Three Valley's Municipal Water District at the District's published rates applicable to the city.
- (d) Each energy component rate imposed pursuant to Section 14.20.080(e) of this chapter shall be calculated by adjusting that rate (including any previous adjustments made pursuant to this section) by the percentage change between the previous year and the year for which the rate is being calculated, of the sum of the published rate for a kilowatt hour of electricity provided to the city by Azusa Power and the tariffed rate for a kilowatt hour of electricity provided to the city by Southern California Edison.
- (e) Each rate set forth in Sections 14.20.070, 14.20.080(f) and 14.20.080(g) of this chapter shall be calculated by adjusting that rate by the percentage change in the consumer price index for all urban consumers for Los Angeles-Anaheim-Riverside published by the U.S. Department of Labor between October 1, 2016 and the most recently published index as of October of the year prior to the date on which the adjustment will go into effect, but not to exceed a total increase of five percent for each year since 2017. (Ord. 2010 § 8, 2016)

Repealed

14.20.090 Miscellaneous rates.

All water used other than through a service connection and meter shall be through a fire hydrant meter. Rates shall be established by resolution of the city council. The applicant shall deposit one thousand twenty dollars with the city, which will be returned when the account is closed, for such service and shall pay a minimum charge of one hundred dollars per month or portion thereof for such use. Quantity charges shall be at the rate of one dollar ninety three cents per one hundred cubic feet in Zone 1, two dollars and four cents per one hundred cubic feet in Zone III and two dollars and eighty seven cents per one hundred cubic feet in Zone IV and above. (Ord. 1873 § 6, 2007)

14.20.130 Fire service readiness to serve charge.

A monthly readiness to serve charge of five dollars per diameter-inch for fire service installations shall be made. This is a fire service readiness to serve charge for all installations which are specifically installed for fire protection only, not including fire hydrants. The rate shall be established by resolution of the city council. (Ord. 1784 § 18, 2003)

14.20.140 Deposits.

Deposits shall be required from applicants for water service as follows: if the applicant is the owner of the real property to be served, the deposit will not be required on proof of ownership established to the satisfaction of the water division. All other applicants shall deposit with the water division the sum of two hundred dollars. amount established by resolution of the city council. (Ord. 1784 § 19, 2003)

14.20.150 Extension service fee—Service acreage fee.

On application made for an extension of the water distributing system of the water division or for water service, the applicant shall pay an additional charge based upon the cost of the supply main distributing line or transmission line serving the territory in which the applicant's property is located. The city engineerPublic Works Director or their designee shall determine the ratio which the applicant's property bears to the

total area to be served by the area of such system and such main distributing line or transmission line, and shall determine the charge in direct relationship to such ratio as it bears to the cost of installation of such main distributing line or transmission line. The city engineerPublic Works Director or their designee shall recommend to the city council that the charge as calculated by him or her be imposed upon the applicant as a condition precedent to receiving the requested service. The city council shall determine the fees to be charged to the applicant upon consideration of the city engineer's recommendationsPublic Works Director or their designee. The charge imposed by this section is denominated as service acreage fee. (Ord. 1784 § 20, 2003)

14.20.160 Connection charge.

There shall be imposed a charge <u>established by resolution of the city council of eight</u> dollars per front foot for each parcel of land proposed to be developed or redeveloped and to be served with water from an existing city water main expressly covered under a reimbursement contract, to be paid by the owner of the property. (Ord. 1784 § 21, 2003)

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14.20.170 Installing mains.

Whenever water is to be supplied to a new development or subdivision in which water mains are not installed, or are installed but which must increase in size to adequately supply water to such subdivision or development or to conform to required capacities to serve other areas of the city's water distribution system, the developer or subdivider is required to pay one hundred percent of the cost. Any new pipelines and appurtenances shall be installed by him or her in accordance with plans and specifications approved by, under the supervision of, and to the satisfaction of the director of public works. (Ord. 1784 § 22, 2003)

14.20.180 Reconnect fee.

A reconnect fee of seventy dollars during regular working hours and one hundred and fifty dollars after regular working hours shall be paid to the city prior to reconnection. After hours reconnections have until ten a.m. the next working day to pay the reconnection fee or service will be turned off. For a customer with a household

income below two hundred percent of the federal poverty line or if the customer or any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children, then the reconnection fee during the city's regular working hours is limited to fifty dollars, or one hundred and fifty dollars after regular working hours. (Ord. 2049 § 6, 2020; Ord. 2048 § 6, 2020; Ord. 1784 § 23, 2003)

Repealed



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER5, 2023

FROM: CITY MANAGER DISTRICT(S): CITYWIDE

SUBJECT: FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING SECTION

2.04.040 "SALARIES" OF TITLE 2 "ADMINISTRATION AND PERSONNEL" OF THE

GLENDORA MUNICIPAL CODE (MAYOR BOYER)

RECOMMENDATION

That the City Council:

1. First Reading and Introduction of an Ordinance amending Section 2.04.040 of Title 2 "Administration and Personnel" of the Glendora Municipal Code.

STRATEGIC FOCUS AREAS

• Goal 3: Enhance Employee Development and Retention (EEDR)

EXECUTIVE SUMMARY

On June 29, 2023, the Governor signed Senate Bill 329 (SB 329). The bill allows cities a one-time chance to "reset" city council salaries to take into account inflation, the work done by local government officials, and the need to ensure that people are not discouraged from seeking city office due to the low pay and high demands of that office. At the November 14, 2023, City Council Meeting, Mayor Boyer requested the City Council to discuss council salaries pursuant to SB 329. Previous changes to council member salaries have not been considered since 2007.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

Government Code 36516, sets the monthly framework for councilmember compensation in general law cities. The last time City Council salaries in Glendora were adjusted was in 2007.

DISCUSSION

At the November 14, 2023, City Council Meeting, Mayor Boyer requested the City Council to discuss council salaries pursuant to SB 329.

SB 329 amended Section 36516 of the Government Code to allow a one-time reset of councilmember salaries. Specifically, the legislation increases the maximum amounts of salary that can be approved by ordinance, based on the population of the city. The new salary limits are as follows:

Up to \$950 per month for cities up to and including 35,000 in population.

Up to \$1,275 per month for cities over 35,000 up to and including 50,000 in population.

Up to \$1,600 per month for cities over 50,000 up to and including 75,000 in population.

Up to \$1,900 per month for cities over 75,000 up to and including 150,000 in population.

Up to \$2,550 per month for cities over 150,000 up to and including 250,000 in population.

Up to \$3,200 per month for cities over 250,000 in population

Further, SB 329 allows council member salaries to be increased beyond the specified maximums. The increases shall not exceed the greater of the following two conditions:

Staff Report Page 2 of 2 Item #13. Page 2

1. The increase cannot exceed 5% for each calendar year from the operative date of the last salary adjustment, and;

2. The increase cannot exceed the amount of inflation since January 1, 2024, based on the California Consumer Price Index. The inflation-based increase is capped at 10% for each calendar year.

According to the State of California Department of Finance's annual population estimates, the City of Glendora's population in 2023 is 51,159. As such, the City Council could amend salaries form the current amount of \$700/month to \$1,600/month.

Glendora City Councilmembers have not received a salary increase since 2007. While SB 329 did allow for a one-time adjustment, it did not allow for a one-time deviation from Government Code 36516.5. Therefore, compensation changes, if approved by the City Council, would not take effect until December 2024 when a new council member or members are seated or the confirmation of the new term for existing council members is passed.

FISCAL IMPACT

There is no fiscal impact associated with the proposed ordinance in the current fiscal year. If approved, future increases in salary and benefits will be included in the upcoming budgets. It should be noted that the City Council oversees the policy development of the entire City; as such, the salaries and benefits are spread across a number of funding sources.

ENVIRONMENTAL DETERMINATION

There are no CEQA impacts associated with the recommendations in this report.

Prepared By Shantelle Coria, Office Aide IV

Concurs With Not Applicable

Reviewed By
Certified to Availability of Funds
Approved By
Legal Review

Adam Raymond, City Manager
Adam Raymond, City Manager
Adam Raymond, City Manager
William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

A. Ordinance

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL AMENDING SECTION 2.04.040 "SALARIES" OF TITLE 2 "ADMINISTRATION AND PERSONNEL" OF THE GLENDORA MUNICIPAL CODE.

THE CITY COUNCIL City of Glendora, California

THE CITY COUNCIL OF THE CITY OF GLENDORA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, Senate Bill 329 was passed to reflect the important work performed by city council members, to take into account the impacts of inflation and economic realities on those who serve as city councilmembers, and to encourage more persons to consider service as councilmembers by making the compensation more reflective of the time and work as an elected official; and

WHEREAS, the City Council desires to attract diverse and innovative persons to serve on future City Councils; and

WHEREAS, the California Government Code permits city council members to be paid a monthly salary for their service; and

WHEREAS, the City Council salaries have not been adjusted since 2007.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby replaces Section 2.04.040 Salaries with the following:

"Commencing December 9, 2024, each member of the council of the city shall receive, as salary, the sum of one thousand six hundred dollars per month, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the city. The salaries prescribed by this section are exclusive of any other amount payable to a member of the council as reimbursement for actual and necessary expenses incurred by him or her in the performance of his or her official duties."

SECTION 2. By operation of Government Code Section 36515.5, the salary increase will not take effect until the first pay period after the seating of a new councilmember or the confirmation of the new term of an existing councilmember in 2024.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Glendora hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact

Page 2 of 2

that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the passage and adoption thereof and cause same to be published at least once in the San Gabriel Valley Examiner, a weekly newspaper of general circulation, published in the City of Glendora, which newspaper is hereby designated for that purpose (GC § 40806); and thereupon, and thirty (30) days after its passage, this ordinance shall take effect and be in force.

	PASSED, APPROVED and A	ADOPTED this _	day of, 2023.
		City Cou	ncil of Glendora, California
		BY:	
		Mayor	
APPROVED Aleshire & V	AS TO FORM: Vynder, LLP		
	y	_	
	CER	TIFICATION	
Ordinance w	as introduced for first reading	on the day of t a regular meeting	lo hereby certify that the foregoing December 2023. Thereafter, said of the City Council on the day
NOES: ABSENT:	COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS: COUNCIL MEMBERS:		
	her certify that said Ordinance lation in the City of Glendora, (required by law in a newspaper of day of 2023.
Dated:			
			EEN R. SESSMAN

Meeting Date: 12/12/2023 / Packet Page #: 612

Ordinance ____



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: COMMUNITY DEVELOPMENT DISTRICT(S): 1, 2

SUBJECT: AWARD A CONTRACT SERVICES AGREEMENT FOR CROSSWALK ENHANCEMENT

IMPROVEMENTS NEAR WASHINGTON ELEMENTARY SCHOOL

RECOMMENDATION

That the City Council:

- 1. Award a contract for Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383, to Alfaro Communications Construction, Inc., in the amount of \$300,308.51; and
- 2. Adopt a Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301(c); and
- 3. Approve the Plans and Specifications for Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383; and
- 4. Authorize the Community Development Director to execute any necessary change orders in an amount not to exceed 10% of the original contract amount; and
- 5. Authorize the City Manager to execute the Agreement.

STRATEGIC FOCUS AREAS

Goal 5: Improve and Maintain the City's Infrastructure and Facilities

EXECUTIVE SUMMARY

The adopted FY2023 – FY2025 Two-Year Budget and Five-Year Capital Improvement Plan, included \$375,000 in funding for crosswalk improvements. The City of Glendora recently published a Request for Proposal for a construction project for crosswalk enhancement improvements near Washington Elementary School. There were a total of 18 plan holders and two bidders. Bids were opened on November 9th. Staff recommends a contract award to Alfaro Communications Construction in the amount of \$300,308.51, who was deemed to be the lowest and most responsive bidder.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

A contract was awarded on May 30, 2023, to JMDiaz, Inc. For development of plans, specifications, and estimates for crosswalk enhancement improvements near Washington Elementary School. Staff issued a Request for Proposal for construction using the JMDiaz, Inc. project documents.

DISCUSSION

Background

In Fall 2022, the City conducted a successful one-day demonstration project, which utilized curb extensions, a midblock refuge, and updated signage. The goal was to improve safety for students, families, and residents using the crosswalk on Gladstone Street near Washington Elementary. The demonstration project was in response to resident's concerns over high vehicular speeds and part of the City's efforts to create and develop safer routes to schools. A survey was taken the day of the demonstration with roughly 40 participants. Questions in the survey included support of proposed crosswalk improvements, and transportation needs and concerns. A majority of survey respondents

Staff Report Page 2 of 2 Item #14. Page 2

support the proposed crosswalk improvements which include curb extensions, a pedestrian refuge island, and enhanced crosswalk. This project presents an opportunity for the City and Council to address residents' concerns and take a "safe routes to school" project from conception to completion.

Following the demonstration project, a contract was awarded in May 2023 to JMDiaz, Inc., for the development of plans, specifications, and estimates for crosswalk enhancements near Washington Elementary School. These documents provide a scope of work for the construction project.

Scope of Work

The project involves constructing crosswalk enhancements curb extensions, midblock refuge, curb ramps, detectable warning surface, and a new crosswalk. In addition, crosswalk striping will be done along with installation of a sign and post alerting drivers of oncoming pedestrians.

Construction Timeline

Construction is anticipated to take six to eight weeks. Staff will coordinate with Washington Elementary School to work around bell times and mitigate disruption to regular crossings.

FISCAL IMPACT

Funding of \$375,000 was approved as part of the adopted Fiscal Year 2023-2025 Two-Year Budget and Five-Year CIP. Funds for the project are allocated from Fund 222 – Measure R, using account number 2229999.70000.

ENVIRONMENTAL DETERMINATION

The Gladstone crosswalk enhancement project is categorically exempt pursuant to 15301(c) of the CEQA Guidelines.

Prepared By Vanessa Nalbandian

Concurs With Not Applicable

Reviewed By Jeff Kugel, Community Development Director Certified to Availability of Funds Kyle Johnson, Finance Director/City Treasurer

Approved By Adam Raymond, City Manager Legal Review William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

- A. Bid Summary
- B. CEQA Notice of Exemption
- C. Plan Holders List
- D. Plans and Specifications
- E. Bid Proposal
- F. Public Works Agreement
- G. PowerPoint

Attachment A CROSSWALK ENHANCEMENT IMPROVEMENTS NEAR WASHINGTON ELEMENTARY PLAN NO.1383

BID OPENING: NOVEMBER 9, 2023

Bid Summary

Contractor Name	Bid Amount
Alfaro Communications Construction, Inc.	\$300,308.51
EBS General Engineering, Inc.	\$387,315.00



CITY OF GLENDORA

116 East Foothill Boulevard, Glendora, California 91741

NOTICE OF EXEMPTION

Project Ti	tle:	<u>Crosswalk</u>	Enhanceme	<u>ent Im</u>	provements	Near	Washingt	on Elementar	<u>y School,</u>
Plan No. 1	383								

Project Location: Gladstone Street and Nearglen Ave.

Project Sponsor: City of Glendora

Mailing Address: 116 East Foothill Boulevard, Glendora CA 91741

Project Description: The project involves the construction of crosswalk improvements including signing and striping enhanced crosswalks, signage, pavement flashers, flashing beacons, median refuge island, curb extensions, sidewalk, and pavement reconstruction.

Surrounding Land Uses and Setting: <u>Surrounded by residential housing and an elementary</u> school.

THE TIA	nning Director recommends the following exempt status / initings.
	Ministerial (Sec. 15073)
	Declared Emergency (Sec. 15071(a))
	Emergency Project (Sec. 15071(b) and (c))
	Categorical Exemption
	Type: Class 1-Existing Facilities
	Section: 15301(c)
	Statutory Exemption. Code Number:
	why project is exempt: The project involves crosswalk enhancement improvements to road and sidewalk near Washington Elementary School.
Jeff l	Date: Kugel, Planning Director
The above	ve recommended exempt status and findings were adopted by the following body:
City of C	Glendora City Council on December 12, 2023
	Date:
Ulises B	enavente, Civil Engineering Assistant (626) 914-8247

rvp7/3/97

Attachment C **Plan Holder List**

Company **PWXPress** Comet Electric R.C. Becker and Son, Inc Voltaire Engineering, Inc. MSL Electric, Inc Gentry Brothers, Inc. ConstructConnect **Xcel Engineering** BidAmerica We R Builders **Dodge Data & Analytics** Infrastructure Engineers **EBS GENERAL ENGINEERING** PCI Alfaro Communications Construction, Inc. **Quest Construction Data Network**

Online Striping Services

Elecnor Belco Electric Inc.

Address 1900 Coffeeport Rd. Jacksonville, FL-03220 21625 Prairie Street, Chatsworth, CA-91311 28355 KELLY JOHNSON PKWY, VALENCIA, CA-91355 1460 Cambridge AVE, REDLANDS, CA-92374 2918 E. La Jolla St., Anaheim, CA-92806 384 E. Live Oak Avenue, Irwindale, CA-91706 3825 Edwards Rd, Cincinnati, OH-45209 6238 n brix ave, fresno, CA-93722 41085 Elm Street, Murrieta, CA-92562 3746 Foothill Blvd #304, GLENDALE, CA-91214 2860 S State Hwy 161, Grand Prairie, TX-75052 3060 SATURN ST, BREA, CA-92821 1345 QUARRY STREET, CORONA, CA-CA 975 W. 1st Street, Azusa, CA-91702 15614 S.Atlantic Avenue, compton, CA-90221 PO Box 517, Shakopee, MN-55379 9173 Clay Canyon Dr., Corona, CA-92883

14320 Albers Way, Chino, CA-91710

Contact Name Mary Miller Annalisa Jenrich Tatum Flanagan Peter Delgado Kevin Moore Jason Roehrborn Eric Mills monica plagenza Tom Davis Nezar Alsmadi Daedri Cavuoto Justin Wiekamp CRISTINA W William Jacob Haidi Daaifi QuestCDN Support and Sales Jared Dean Galindo

John Wong

Email Address bids@pwxpress.com annalisajenrich@cometelectric.com tflanagan@rcbeckerandson.com voltairellc44@gmail.com kevin@mslelectric.com jason@gentrybrothers.net content@constructconnect.com monica@xcelengineering.net planroom@bidamerica.com estimates@wrbconstruction.com daedri.cavuoto@construction.com jwiekamp@infengr.com BIDS@EBSGENERAL.COM estimating@lineuppci.com haidi@alfarocommunications.com support@questcdn.com jareddeangalindo@gmail.com

Attachment C Plan Holder List

Phone Number	Fax	Business Certification	Business Designation	Entry Date	Document Type	Comments
408-676-8941		TGB	Supplier	10/13/2023	eBidDoc	
818-280-5171	818-340-0965		Prime Bidder	10/13/2023	eBidDoc	
661-259-4845	661-259-9869		Prime Bidder	10/13/2023	eBidDoc	
(909) 747-8414			Prime Bidder	10/13/2023	eBidDoc	
714-693-4837			Subcontractor	10/16/2023	eBidDoc	
626-357-9631			Prime Bidder	10/16/2023	eBidDoc	
800-364-2059	866-570-8187		Plan Room	10/16/2023	eBidDoc	
559-458-3702		SBE	Prime Bidder	10/16/2023	eBidDoc	
951-837-0559			Plan Room	10/18/2023	eBidDoc	
714423384	4		Prime Bidder	10/18/2023	eBidDoc	
513.666.3354	800-768-5594		Plan Room	10/18/2023	eBidDoc	
714-940-0100		SBE	A/E Consultant	10/23/2023	eBidDoc	
714863909	0		Prime Bidder	10/24/2023	eBidDoc	
562-218-0504	562-218-0634	SBE	Subcontractor	10/31/2023	eBidDoc	
310669894	9 310-669-8949	DBE	Prime Bidder	11/1/2023	eBidDoc	
952-233-1632			Other	11/3/2023	eBidDoc	
714232948	2		Subcontractor	11/8/2023	eBidDoc	
951-993-5470	909-993-5476		Subcontractor	11/9/2023	eBidDoc	

CROSSWALK ENHANCEMENTS NEAR WASHINGTON ELEMENTARY SCHOOL

STANDARD NOTES FOR STREET CONSTRUCTION

- 1. ALL APPLICABLE "CITY OF GLENDORA STANDARD DESIGNS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
- 2. THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, IS HEREBY MADE A PART OF THIS PLAN.
- 3. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
- 4. ALL CONCRETE SHALL BE CLASS 520-C-2500 (5-1/2 SACK MIX) AND SHALL BE CURED WITH TYPE 1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
- 5. THE CONTRACTOR SHALL COORDINATE ALL SIGN INSTALLATIONS WITH THE CITY ENGINEER
- 6. AN APPROVED SOIL STERILANT SHALL BE UNIFORMLY APPLIED IN ALL AREAS TO BE PAVED UNDER THE DIRECTION OF THE CITY ENGINEER.
- 7. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL SHORING, AND SAFETY MEASURES OF EVERY NATURE.
- 8. THE CONTRACTOR SHALL MAKE APPLICATION TO THE CITY OF GLENDORA AND OBTAIN A HYDRANT METER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF GLENDORA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 10. 24 HOUR NOTIFICATION IS REQUIRED FOR ALL PUBLIC WORKS INSPECTIONS. CONTACT THE CITY OF GLENDORA PUBLIC WORKS DEPARTMENT, MONDAY THROUGH THURSDAY (EXCLUDING HOLIDAYS), 8:00 A.M. TO 5:00 P.M., AT (626) 914-8246.
- 11. ANY CHANGES FROM THE PLANS, STANDARD NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.
- 12. INSTALLATIONS NOT CONFORMING TO THE "CITY OF GLENDORA STANDARD DESIGNS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND/OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE CITY ENGINEER.
- 13. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE. BY THE CITY AND SHALL BE RESPONSIBLE FOR THE REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER TO BE CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
- 14. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN CONFORMING TO THE CITY OF GLENDORA TRAFFIC CONTROL REQUIREMENTS S.D.&S.NO. 1.17 PRIOR TO START OF CONSTRUCTION.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MAILBOX BLOCK-OUT LOCATIONS WITH THE U.S. POSTAL SERVICE PRIOR TO SIDEWALK INSTALLATION

GENERAL NOTES

- 1. CONTRACTOR SHALL MAINTAIN EXISTING SURFACE DRAINAGE PATTERN AND PREVENT PONDING.
- 2. CONTRACTOR SHALL MAINTAIN EXISTING GRADES AND MAKE ADJUSTMENTS IN THE FIELD
- 3. CONTRACTOR SHALL COORDINATE WORK WITH ELECTRICAL CONTRACTOR TO INSTALL, CONDUITS, LIGHTING, METERS,, AND PULL BOXES PRIOR TO PAVING OPERATION. NO TRENCHING OR CUTS IN THE NEW PAVEMENT SHALL BE PERMITTED.
- 4. CONTRACTOR SHALL BE RESPONSIBLE TO IMPLEMENT BEST MANAGEMENT PRACTICES DURING CONSTRUCTION.
- 5. CONTRACTOR SHALL CALL DIG ALERT AT 811 PRIOR TO BEGINNING WORK.

AS NECESSARY PER PLAN TO PREVENT PONDING AS DESCRIBED ABOVE.

- 6. CONTRACTOR SHALL PROTECT EXISTING FACILITIES TO REMAIN. DAMAGE TO IMPROVEMENTS TO REMAIN SUCH AS TACK OVERSPRAY SHALL BE REMOVED BY THE THE CONTRACTOR TO THE SATISFACTION OF THE CITY REPRESENTATIVE AT THE COST OF THE CONTRACTOR.
- 7. SEE PROJECT SPECIFICATIONS FOR MATERIAL REQUIREMENTS AND FURTHER DETAILS.
- 8. WHEEL STOPS, ADA SPACES, MARKINGS, SIGNS, LOADING ZONES, AND ACCESSIBLE PATHWAYS TO BE INSTALLED PER LATEST CALIFORNIA BUILDING CODE, CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, EXCEPT AS MODIFIED IN THESE DRAWINGS.
- 9. ALL SIGNS TO BE INSTALLED TO PROVIDE MINIMUM VERTICAL CLEARANCES OF 7'-0" FROM GROUND TO THE BOTTOM OF LOWEST SIGN.
- 10. EXISTING CONFLICTING STRIPING SHALL BE REMOVED BY WET SANDBLASTING.

CONTRACTOR NOTICE

NO FIELD CHANGES ALLOWED WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER

WHERE FIELD CONDITIONS NECESSITATE A DEVIATION FROM A MODIFICATION TO THE APPROVED PLAN, THE CONTRACTOR SHALL STOP ALL WORK RELATED TO OR AFFECTED BY SAID FIELD CONDITIONS. THE PROJECT ENGINEER SHALL SUBMIT DESIGN REVISIONS TO THE CITY ENGINEER FOR REVIEW AND OBTAIN APPROVAL PRIOR TO RESUMPTION OF CONSTRUCTION.

ENGINEER NOTICE NO PLAN REVISIONS ALLOWED WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER

AFTER SIGNATURE BY THE CITY ENGINEER, ANY CHANGES, DESIGN REVISIONS OR "AS-BUILT" REVISIONS TO THIS PLAN MUST BE SUBMITTED AND APPROVED BY CITY ENGINEER PRIOR TO ANY MODIFICATIONS OF ORIGINAL(S).



BENCHMARK:

- LA COUNTY DPW SURVEY SECTION DPW TAG, SE CORNER S GRAND AVE AND W GLADSTONE ST, 13' S/O BCR IN THE CITY OF SAN DIMAS QUAD YEAR: 2013
- BM NUMBER: NG5624 ELEVATION = 664.194 FT

CONTRACTOR NOTICE:

NO FIELD CHANGES

ALLOWED WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER

WHERE FIELD CONDITIONS NECESSITATE, A DEVIATION FROM OR MODIFICATION TO THE APPROVED PLAN, THE CONTRACTOR SHALL STOP ALL WORK RELATED TO OR AFFECTED BY SAID FIELD CONDITIONS. THE PROJECT ENGINEER SHALL SUBMIT DESIGN REVISIONS TO THE CITY ENGINEER FOR REVIEW AND OBTAIN APPROVAL PRIOR TO RESUMING CONSTRUCTION.

SHEET INDEX

DESCRIPTION TITLE SHEET ROADWAY PLAN DETAIL SHEET HORIZONTAL CONTROL ELECTRICAL PLAN SIGNING AND STRIPING

CITY/AGENCY NOTIFICATION:

- PUBLIC WORKS DEPARTMENT
- CITY OF GLENDORA WATER DIVISION
- 3 ENGINEERING DIVISION—PROJECT COORDINATION
- 4 POLICE DEPARTMENT (24HR. EMERGENCY) 5 FIRE DEPARTMENT (CONSTRUCTION NOTIFICATION)
- 6 SOUTHERN CALIFORNIA EDISON
- 7 SOUTHERN CALIFORNIA GAS COMPANY
- 10 VERIZON / FRONTIER

(626) 914-8294 (626) 914-8250 (626) 963-1821/5719 (909) 592-3772 (877) 238-0092

(626) 914-8246

(626) 852-4838

(800) 892-4357

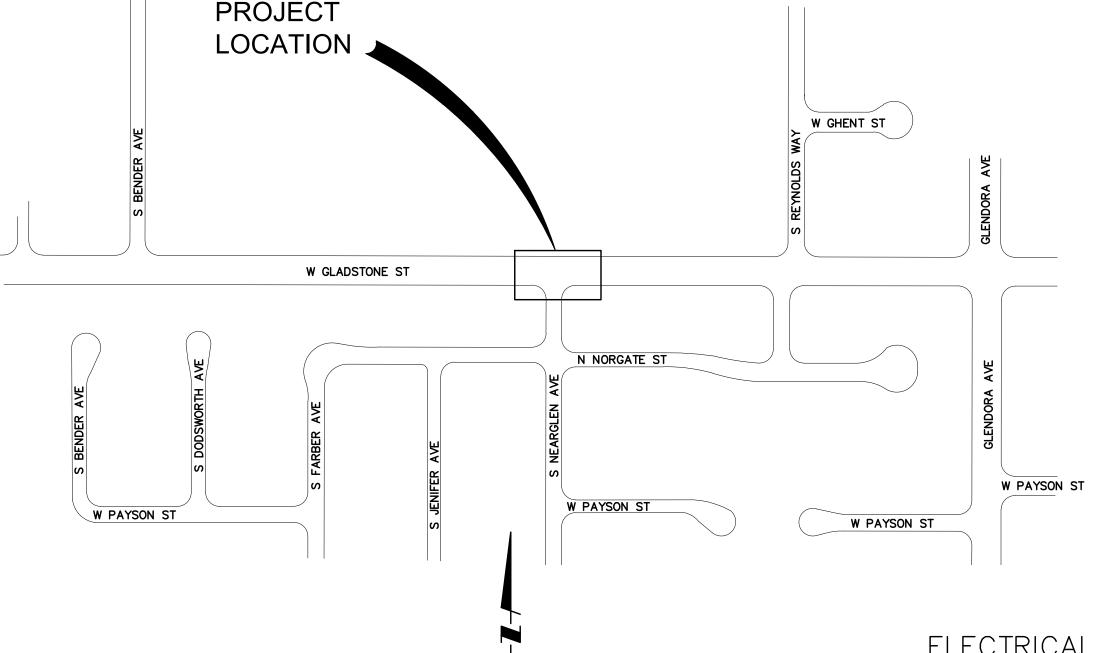
(626) 445-7630

(626) 813-4512

8 SPECTRUM 9 L.A. COUNTY FLOOD CONTROL

CITY OF GLENDORA **PLAN NO. 1383**

IN THE



NOTICE TO CONTRACTOR

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

LOCATION MAP

CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

CONTRACTOR SHALL ADJUST TO FINISH GRADE ALL MANHOLE RIMS, WATER VALVE

CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL N.P.D.E.S. REQUIREMENTS

BOXES, UTILITY BOXES AND LIDS, ETC.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

LEGEND OF SYMBOLS

CTVPB□ CTV PULL BOX STREET LIGHT PULL BOX TRAFFIC SIGNAL PULL BOX

WATER PULL BOX EPB

ELECTRICAL PULL BOX

FIRE HYDRANT

STREET LIGHT GAS VALVE

PP - POWER POLE TRAFFIC SIGN TRS |

TR 港

DESCRIPTION

REVISIONS

Meeting Date: 12/12/2023 / Packet Page #: 619

ELECTRICAL CONSTRUCTION NOTES:

- 1-A POLE, SOLAR POWER PANEL AND CABINET. REMOVE
- (24) INSTALL RRFB EQUIPMENT ON RELOCATED POST, SET TYPE
- (25) INSTALL NEW CABLE IN EXISTING CONDUIT, NUMBER OF CABLES AS SHOWN. REMOVE EXISTING CONDUCTORS WHERE NECESSARY, CABLES PER MANUFACTURERS SPECIFICATIONS.
- SAWCUT AND INSTALL IN-PAVEMENT FLASHERS AND CABLE
- AS SHOWN. INSTALL PER MANUFACTURERS SPECIFICATIONS.

- (30) REPLACE EXISTING PUSH BUTTON ON EXISTING POST.

- (20) PROTECT IN PLACE.
- (21) INSTALL CONDUIT INTO EXISTING PULL BOX.
- (22) REMOVE EXISTING PULL BOX AND STUB OUT.
- REMOVE EXISTING SIGN AND FOUNDATION, RELOCATE TYPE EXISTING BATTERIES AND EQUIPMENT. EQUIPMENT REMOVED IS TO BE SALVAGED TO THE CITY YARD.
- 1-A POLE FOOTING PER CALTRANS STD. PLAN NO. ES-7B.
- 27) INSTALL 1-1/2" CONDUIT STUB OUT FROM PULL BOX TO OUTSIDE LIP OF GUTTER IN PAVEMENT AREA.
- (31) INSTALL SIGN POST, FOUNDATION, AND RRFB EQUIPMENT (BACK TO BACK). SEE SIGNING AND STRIPING PLANS FOR

- (28) INSTALL NEW #5 PULL BOX AS SHOWN
- (29) INSTALL NEW 2" SCH 80 PVC CONDUIT, NUMBER OF CABLES AS SHOWN.

5 | INSTALL 8-INCH SOLID WHITE THERMOPLASTIC CHANNELIZING LINE PER CALTRANS STD. PLAN NO. A20D, DETAIL 38.

INSTALL RED CURB. LENGTH AS INDICATED.

CONSTRUCTION NOTES:

1) PROTECT IN PLACE. (ITEM PER PLAN)

(3) CONSTRUCT 4" THICK PCC SIDEWALK PER CITY STD. PLAN 1.02.

7 INSTALL SIGN AND POST. SEE SIGNING AND STRIPING PLAN FOR

8 CONSTRUCT CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-3,

(9) COLD MILL 2" AC PAVEMENT, OVERLAY AC SURFACE COURSE AS

(10) INSTALL UNEVEN TEXTURED FINISH IN MEDIAN PER DETAIL 'A'.

SAWCUT 2' AWAY FROM PROPOSED CURB/CURB AND GUTTER IN STREET. SAWCUT TO NEAREST CONSTRUCTION JOINT IN SIDEWALK

(14) INSTALL CROSSWALK. SEE SIGNING AND STRIPING PLAN FOR DETAILS.

(15) CONSTRUCT CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-3.

CONSTRUCT CURB PER SPPWC STD. PLAN NO. 120-3, TYPE A1-6.

CONSTRUCT 4" MINIMUM CONCRETE BASE. CONCRETE - 2,500 PSI @

SIGNING & STRIPING CONSTRUCTION NOTES:

1 INSTALL 6—INCH SOLID THERMOPLASTIC DOUBLE YELLOW TRAFFIC STRIPE PER CALTRANS STD. PLAN A20A, DETAIL 22.

4 | INSTALL 6-INCH WHITE THERMOPLASTIC LINE PER CALTRANS STD. PLAN

(19) PREPARE SUBGRADE PER SPPWC STANDARD SPECIFICATION 301-1.4..

INSTALL PULL BOX. SEE ELECTRICAL PLAN FOR DETAILS.

RELOCATE EXISTING POLE AND INSTALL NEW FOUNDATION AS SHOWN.

(6) adjust item to grade. Item as shown per plan.

SEE ELECTRICAL PLAN FOR DETAILS.

CONSTRUCT CURB RAMP PER SPPWC STD. PLAN NO. 111-5, CASE

5 INSTALL DETECTABLE WARNING SURFACE (YELLOW PAD) 3FT WIDE, 15 FT LONG AS SHOWN PER SPPWC STD. PLAN NO. 111-5.

(2) REMOVE EXISTING. (ITEM PER PLAN)

AND TYPE PER PLAN

SHOWN ON PLAN.

(13) SAWCUT AND JOIN EXISTING.

28 DAYS PER SSPWC.

J NO. A20A, DETAIL 9.

6 INSTALL THERMOPLASTIC PAVEMENT MARKING ARROW AS SHOWN ON

2 REMOVE EXISTING RED CURB BY METHOD OF WET SANDBLASTING.

- PLAN PER CALTRANS STD. PLAN NO. A24A. 7 INSTALL 6-INCH SOLID WHITE THERMOPLASTIC LINE, 50' IN LENGTH
 - (UNLESS OTHERWISE NOTED) WITH TYPE G MARKERS.
- REMOVE EXISTING SIGN AND/OR POST AS SHOWN.

8 INSTALL SIGN AND POST PER PLAN.

CONFLICTING STRIPING AS REQUIRED.

- 10 | INSTALL THERMOPLASTIC PAVEMENT MARKING WORDS AS SHOWN ON PLAN PER CALTRANS STD. PLAN NO. A24D. COLOR AS INDICATED.
- 11 INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK PAVEMENT MARKINGS PER CALTRANS STD. PLAN NO. A24F. REMOVE EXISTING
- 12 | INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING YIELD LINE AS SHOWN ON PLAN PER CALTRANS STD. PLAN NO. A24G.
- 13 INSTALL 6-INCH SOLID YELLOW THERMOPLASTIC MEDIAN ISLAND PER CALTRANS STD. PLAN NO. A20B. DETAIL 29.
- 14 REMOVE EXISTING STRIPING BY METHOD OF WET SAND BLASTING.
- 15 | INSTALL 6-SOLID WHITE THERMOPLASTIC EDGELINE AS SHOWN, DETAIL
- 16 INSTALL 6-INCH YELLOW THERMOPLASTIC TWO-WAY LEFT TURN LANE STRIPING PER CALTRANS STD. PLAN NO A20B, DETAIL 32. 17 SEE ELECTRICAL PLAN FOR IN-PAVEMENT FLASHERS INSTALLATION.
- 18 INSTALL 12-INCH WIDE SOLID WHITE LIMIT LINE PER CALTRANS STD. PLAN NO. A24E.
- 19 REMOVE EXISTING SIGN AS SHOWN. SEE ELECTRICAL PLAN FOR POLE → RELOCATION DETAILS.
- 20 REFRESH EXISTING RED CURB. LENGTH AS SHOWN.
- RELOCATE EXISTING SIGN AND POST AS SHOWN.
- SEE ELECTRICAL PLAN FOR PUSH BUTTON REPLACEMENT/INSTALLATIONS.
- 23 | INSTALL SIGNS AS SHOWN. SEE ELECTRICAL PLAN FOR POLE
- ^J INSTALLATION DETAIL. 24 INSTALL OM2-1H SIGN ON A STANDARD FLEXIBLE POST AS SHOWN. SEE

DETAIL 'C'.

No. 83901

CITY OF **GLENDORA**

Reviewed By:

Division

GLADSTONE CROSSWALK ENHANCEMENT NEAR WASHINGTON ELEMENTARY SCHOOL TITLE SHEET

Scale: NO SCALE Drawn By: DD Sheet 1 of 6 City Engineer RCE 70424 File No.: Date: 7/05/2023

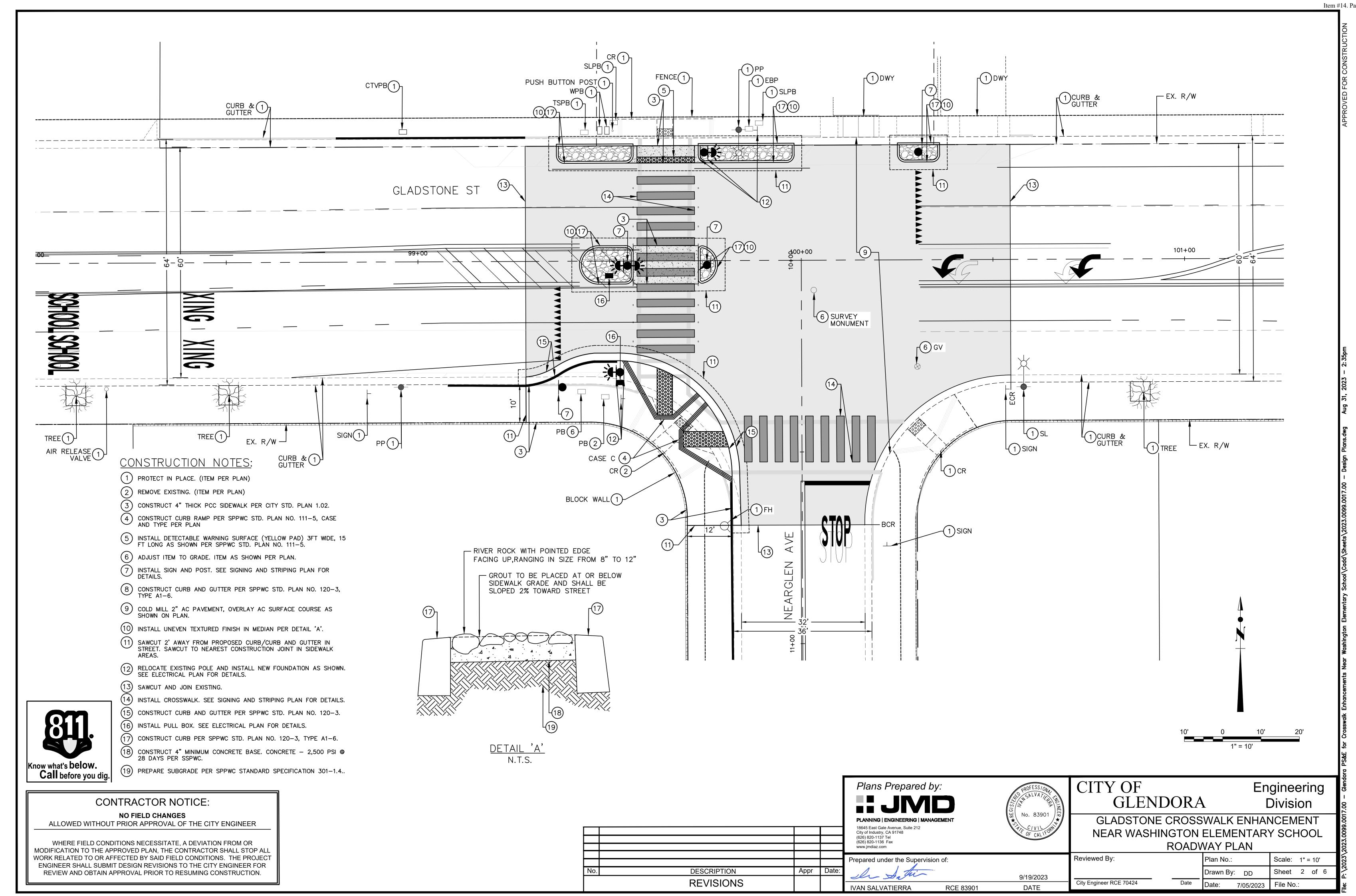
18645 East Gale Avenue. Suite 212 City of Industry, CA 91748 (626) 820-1137 Tel (626) 820-1136 Fax

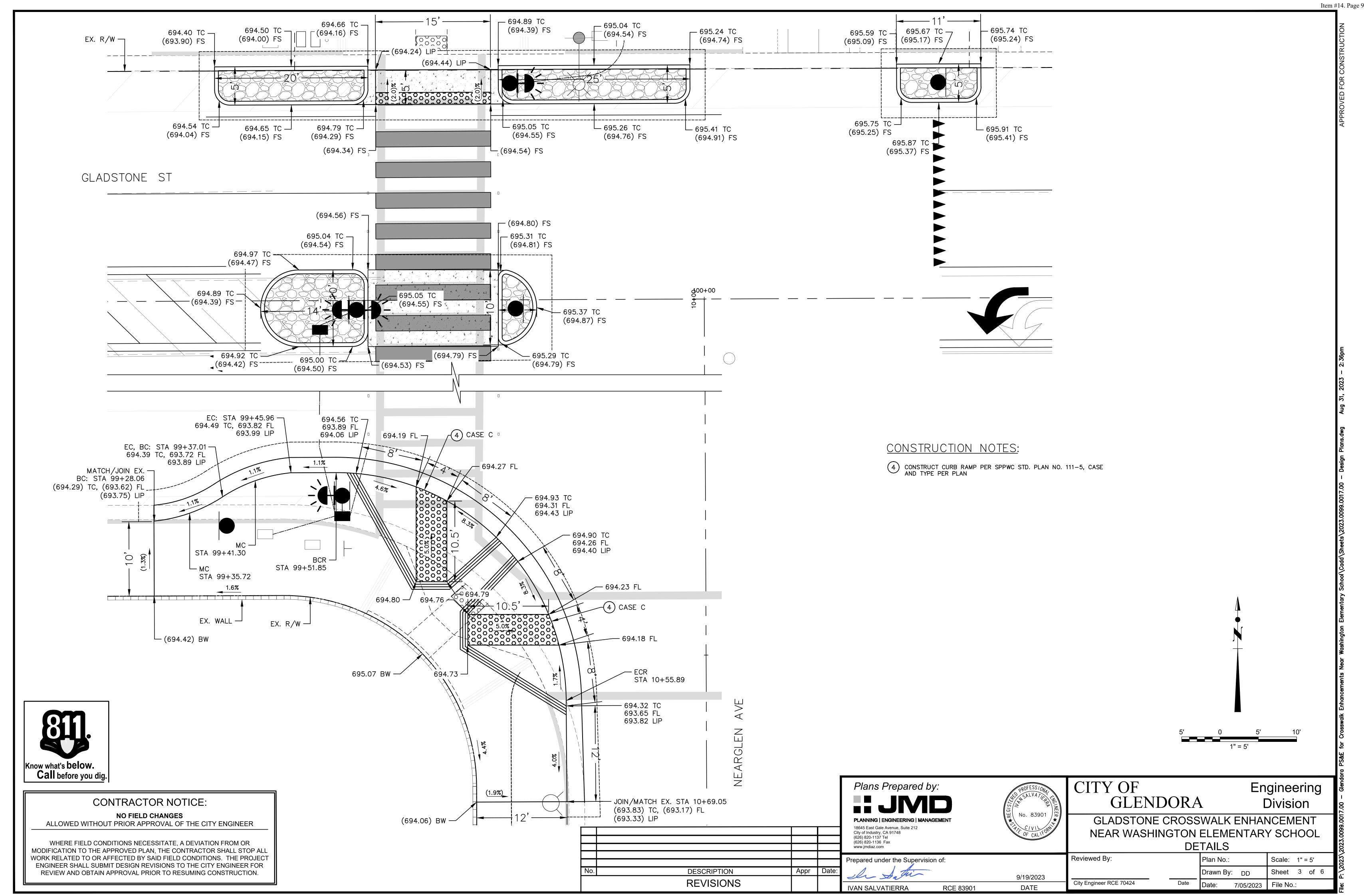
Plans Prepared by:

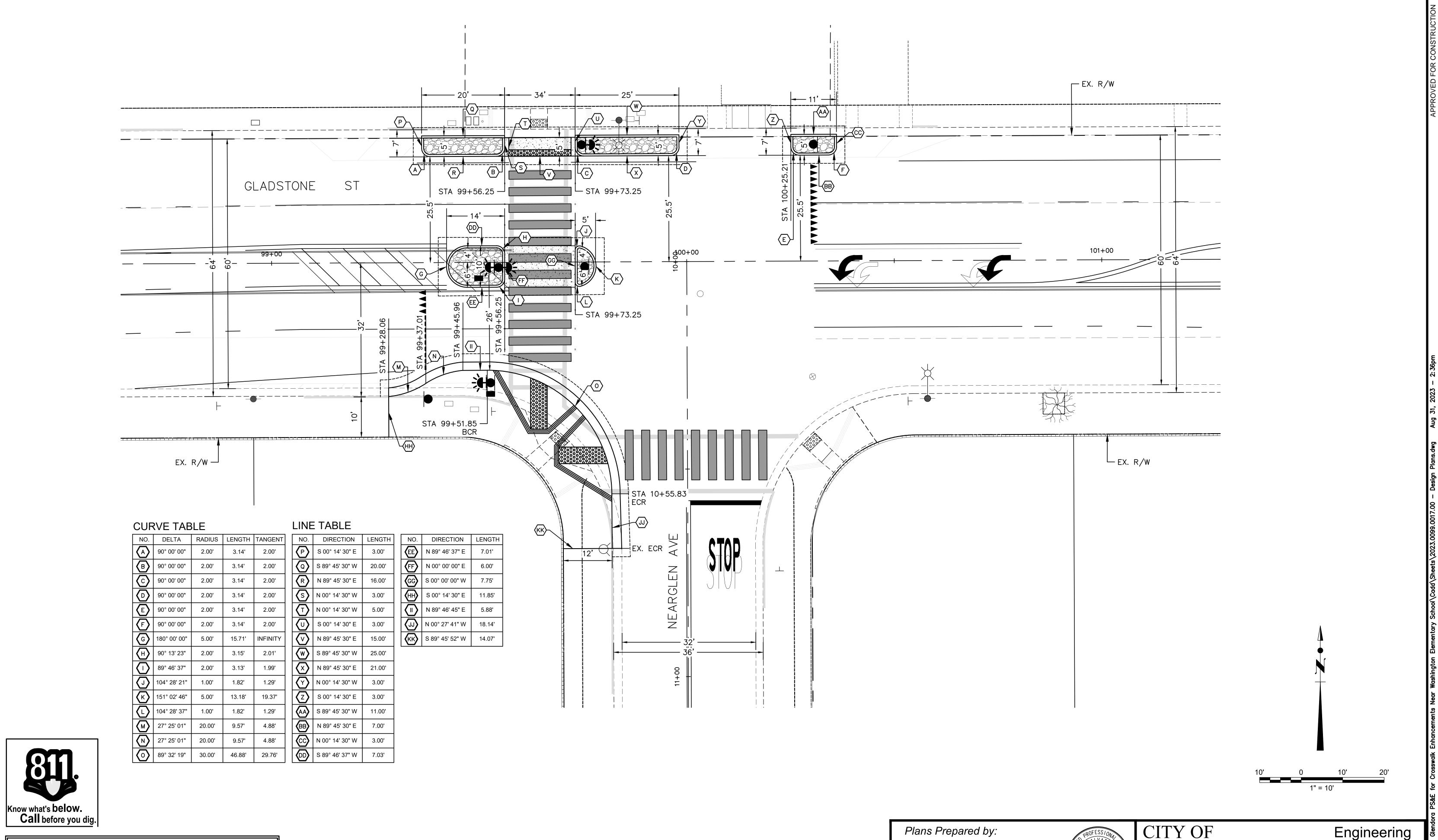
www.jmdiaz.com

IVAN SALVATIERRA

Appr | Date





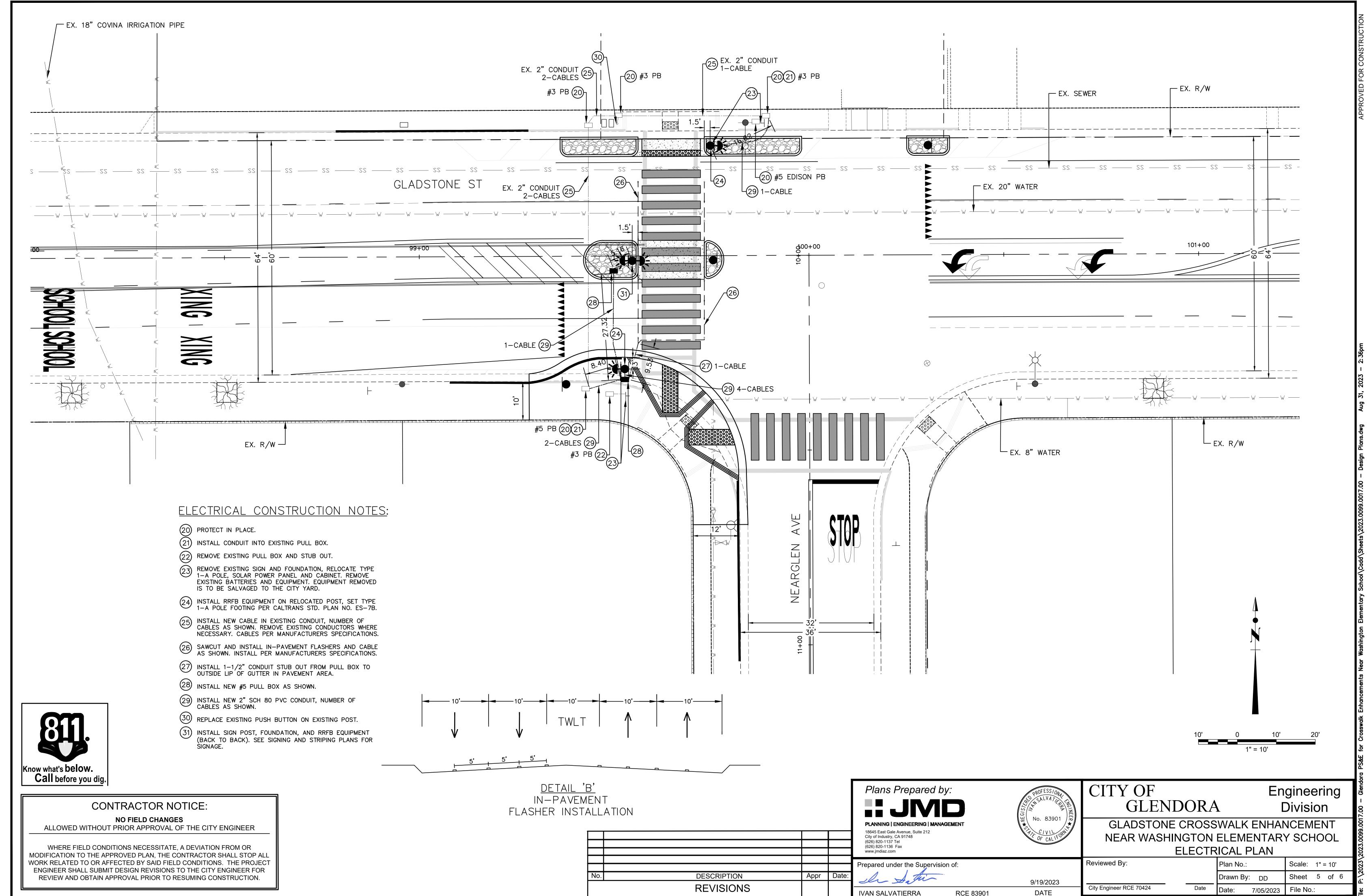


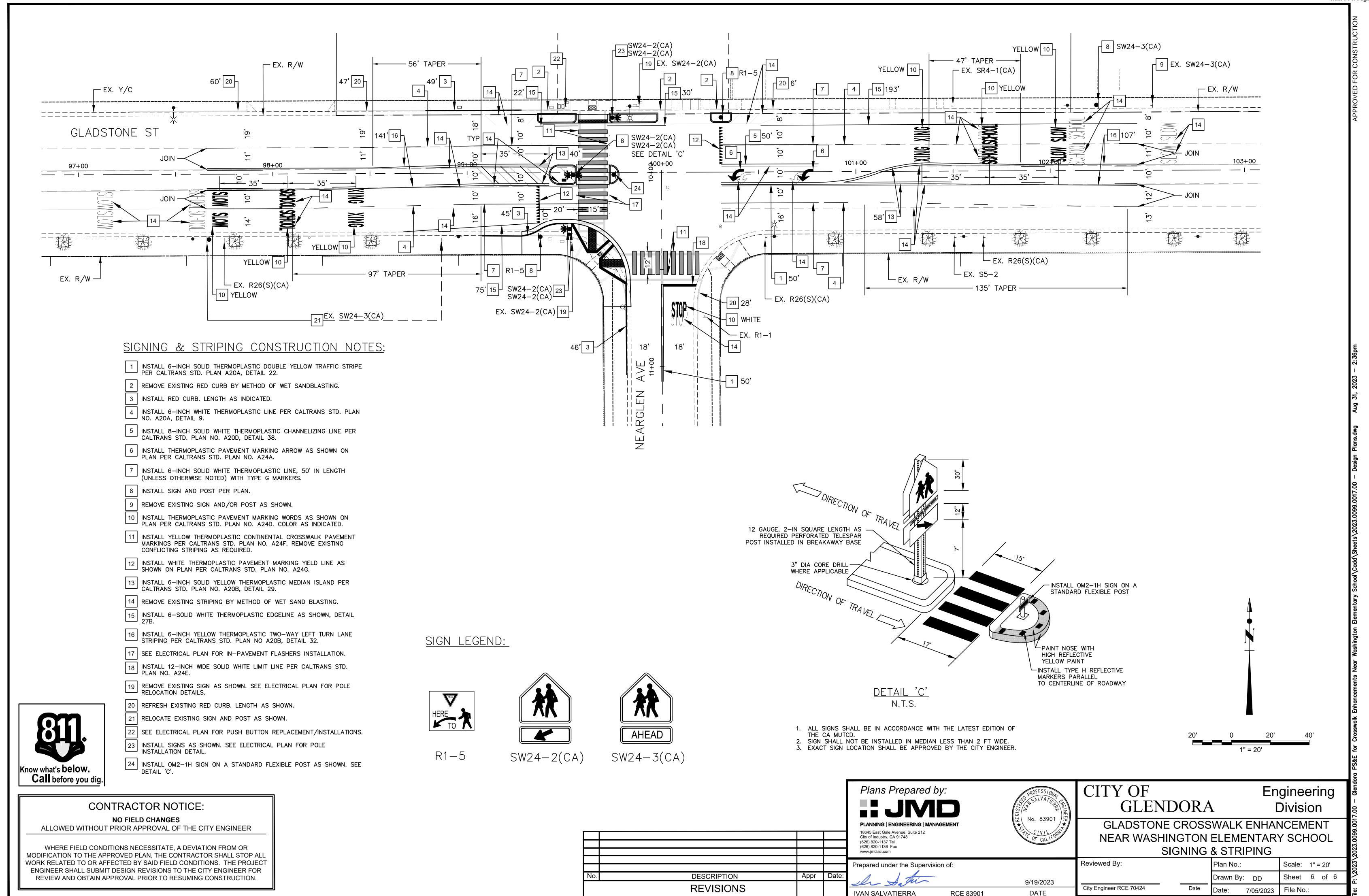


NO FIELD CHANGES ALLOWED WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER

WHERE FIELD CONDITIONS NECESSITATE, A DEVIATION FROM OR MODIFICATION TO THE APPROVED PLAN, THE CONTRACTOR SHALL STOP ALL WORK RELATED TO OR AFFECTED BY SAID FIELD CONDITIONS. THE PROJECT ENGINEER SHALL SUBMIT DESIGN REVISIONS TO THE CITY ENGINEER FOR REVIEW AND OBTAIN APPROVAL PRIOR TO RESUMING CONSTRUCTION.

				Plans Prepared by:	60	PROFESS/ONAL CHOOSE SALVA/ILAR	CITY OF GLEND	OR A		gineering Division
				PLANNING ENGINEERING MANAGEMENT 18645 East Gale Avenue, Suite 212 City of Industry, CA 91748 (626) 820-1137 Tel (626) 820-1136 Fax www.jmdiaz.com		No. 83901 A	NEAR WASHINGTON E		WALK ENHANCEMENT ELEMENTARY SCHOOL AL CONTROL	
				Prepared under the Supervision of:			Reviewed By:		Plan No.:	Scale: 1" = 10'
No.	DESCRIPTION	Appr	Date:	I Stime		9/19/2023			Drawn By: DD	Sheet 4 of 6
	REVISIONS			200 300	E 83901	DATE	City Engineer RCE 70424	Date	Date: 7/05/2023	File No.:





BID PROPOSAL

WORK IDENTIFICATION: <u>Crosswalk Enhancement Improvements Near Washington Elementary School</u>, <u>Project No. 23608601</u>.

NAME OF BIDDER: Alfaro Communications Construction Inc

CA. CONTRACTOR'S LICENS	E: 912727	A, C7,C10,C27,C31	05/31/2024
	No.	Class	Termination Date
PWC REGISTRATION (DIR):	1000042376	Compton	06/30/2025
	No.	City	Expiration Date

1. Proposal

- (a) Bidder has examined copies of all the Contract Documents, including without limitation the Agreement wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.
- (b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.
- (c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Agreement and submit the bonds, certificates and other documents required by the Contract Documents within fifteen (15) days after the date of the award of the contract by the City Council.
- (d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.
- (e) Bidder has included General Provisions Section 6-9 Liquidated Damages initialed by the contractor.

2. Bid

Bidder agrees to construct and complete, ready for use, all work as required and made necessary by the Contract

dollars & Fifty one Cent dollars (\$ 300,308.51).

If the Contract Documents include a Unit Price List, Bidder acknowledges that the total bid sum shown in this paragraph 2 and the estimated quantities and amounts shown on the Unit Price List are for purposes of comparison of bids only. Bidder also acknowledges that the City does not expressly or by implication agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer and that final payment shall be made at the unit prices bid, upon the basis of actual measured quantities as the same may be finally determined by the City Engineer.

Bidder acknowledges that the total bid sum shown in this paragraph 2, and all sums shown on any Unit Price List attached hereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and (ii) all trenching, backfilling, grading, excavation and fill, resurfacing of every character, grubbing and clearing and removal of all obstructions necessary for the doing of the work, the preservation of existing structures, shrubs, and trees, where required, and the shoring, bridging and bracing required and incident to the doing of the work, together with all fittings and joints, of every character, connected in place, area clean-up, traffic protection, and the reconstruction and severances required in the doing of the work.

BID PROPOSAL
SECTION III
Page 10

3. Schedule

Bidder understands that early completion is important to the City. Therefore, time being of the essence, bidder proposes that the work will be commenced and will be completed within the time specified in Article 13 of the Instruction to Bidders.

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44					٠

	Bidder acknowledges receipt	of Addenda iden	tified as: NIA
5. Bidde	r Information		
(a)	Bidder has 15 years	of experience a	s a contractor in construction work.
(b)	Bidder has recently completed	the three (3) follo	owing construction works:
Contract Amount	Class <u>of Work</u>	Date Completed	Name, Address, Phone Number of Owner
\$658,900	Concrete & Electrical	01/27/2023	Ricardo Valdes 831-420-5198 rvaldes@cityofsantacruz.com
\$1,388,108.8	34 Concrete & Electrical	11/08/2022	Kenneth Young 805-560-7568 kyoung@santabarbaraca.gov
\$358,710	Concrete & Electrical	04/22/2022	Christy Angkahan 805-803-8780 cangkah@countyofsb.org

6. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq., listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one (0.5%) percent of the total bid.

In the case of bids or offers for the construction of streets or highways, including bridges, listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Also listed below is the portion of the work which will be done by each subcontractor. (List only one subcontractor for each portion of the work as defined by the bidder in this bid.) [P.C.C. Section 4100 et seq.,]

Subcontractor Name & PWC registration #	Location of work	Portion of work
on line striping Service	Mean washington	Striping
PWC#1000017226	Elementary School	Items# 13, 14, 15, 16,
• 1	City of Glendara	17,18,19,20,21,22,23,
· Commenter of the comment of the co	7 4	24,25,26,27,28,29,30
		31,32.
		10010

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7.	Attachments	
made	The following documents, signed in accorda a part of, this bid:	ance with Article 12 of the Instructions to Bidders, are attached to, and
(a) (b) (c) (d) (e)	Non Collusion Affidavit, as required by Pub at page 5 Required Bid Security in the form of Unit Price List General Provisions Section 6-9 Liquidated I Other pertinent documents (list here and at	Damages initialed by the Contractor.
Dated	this 9th day of November	, 20 <u>23</u> .
IF BIC	DDER IS:	
An In	dividual	
83	The second secon	dual's Name)
Phone	e No.: ()	
A Par	tnership	
	(Firm	Name)
Ву	(General Partner)	(Title)

Business address:

Phone No.:

Revised 10/2019 BID PROPOSAL SECTION III Page 12

A Corporation		
Alfaro Commun	ications Construction In	c California
(Corporat	ion Name)	(State of Incorporation)
By Hugo Alf	aro	President
(Person Author	ized to Sign)	(Title)
(Corporate Seal)		Attest Mayra Martinez
(ociporato ocal)		(Secretary)
Business address:	15614 S. Atlantic Ave, C	ompton CA, 90221
Phone No.: (310	0) 669-8949	_
A Joint Venture		
Ву	(Name)	
D .	(Address & Phone N	o.)
Ву	(Name)	
	(Address & Phone N	0.)

BID PROPOSAL
SECTION III
Page 13

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California	
	SS.
County of Los Angeles	
Hugo Alfaro	being first duly sworn, deposes and says that he or she is
President	of Alfaro Communications Construction Inc., the party making the
foregoing bid, that the bid is not r	made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corp	oration; that the bid is genuine and not collusive or sham; that the bidder has not directly
or indirectly induced or solicited a	any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,
conspired, connived, or agreed	with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from
bidding; that the bidder has not i	n any manner, directly or indirectly, by agreement, communication, or conference with
anyone to fix the bid price of the I	pidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price,
or of that of any other bidder, of	or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contr	act; that all statements contained in the bid are true; and, further, that the bidder has
not, directly or indirectly, submit	ted his or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative the	ereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid de	pository, or to any member or agent thereof to effectuate a collusive or sham bid.
[P.C.C. Section 7106]	

End Section III - Proposal (Part 1)



WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601.

NAME OF BIDDER: Alfaro Communications Construction Inc ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949 CA. CONTRACTOR'S LICENSE: 912727 05/31/2024 A, C7,C10,C27,C31 Termination Date Class 1000042376 06/30/2025 Compton PWC REGISTRATION (D.I.R.) **Expiration Date** No. City TOTAL PRICE UNIT PRICE APPROX. (Figures) ITEM QUANTITY UNIT DESCRIPTION (Figures) LS Mobilization and demobilization 1. d. Six Hundled and Fifte \$13,650 \$ 13,650 Construction surveying and re-establish 2. LS survey monuments including tie-outs One Hundred \$ 9,100 \$ 9,100 Nine Thousand UNIT PRICE (Words LS Traffic Control 3. 1 \$4,550 \$4,550 Erosion Control and Best Management 4. 1 LS Three Thousar \$3,250 UNIT PRICE (Words) SUB TOTAL (Items #1 - 4): Alfaro Communications Construction Inc (Bidder) In case of error in extension of price into Total Price 11/09/2023 By: Column, the Unit Price will govern. (Signature) (Date) President (Title)

Revised 01/2021

CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

Page 15

WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601.

NAME OF BIDDER: Alfaro Communications Construction Inc ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949 TOTAL PRICE UNIT PRICE APPROX. (Figures) ITEM QUANTITY UNIT DESCRIPTION (Figures) 5. 700 SF Remove existing PCC sidewalk/Curb ramp \$8.09 \$5,663 LF Remove existing Curb and Gutter 75 ollars and 3 Five Cents \$51.05 \$3,828.75 Install Detectable Warning Surface (Yellow 7. EA Pad) per SPPWC Std. Plan No. 111-5 -Three \$2,353 344 SF Install Uneven Textured Finish in median ollars and Ninetu-One Cents \$19,233.04 \$ 55.91 UNIT PRICE (Words) Construct ADA curb ramp per SPPWC Std. 9. 2 EA Plan No. 111-5 #5-9): \$43291.29 inty one dollars & twenty nine Cent SUB TOTAL (Items #5 - 9): Alfaro Communications Construction Inc In case of error in extension of price into Total Price 11/09/2023 By: Column, the Unit Price will govern. (Date) President (Title)

Revised 01/2021
CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

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WOR WORK IDENTIFICATION: <u>Crosswalk Enhancement Improvements Near Washington Elementary</u> <u>School, Plan No. 23608601.</u>

NAME OF BIDDER: Alfaro Communications Construction Inc 15614 S. Atlantic Ave, PHONE NO: (310) 669-8949 ADDRESS: Compton CA, 90221 **UNIT PRICE** TOTAL PRICE APPROX. QUANTITY DESCRIPTION (Figures) (Figures) ITEM UNIT Construct curb type A1-6 per SPPWC Std. 10. 188 LF Plan No. 120-3 \$10,823.16 UNIT PRICE (Words) Construct curb and gutter type A2-6 per LF 11. 85 SPPWC Std. Plan No. 120-3 and Nine Cente \$ 141.09 \$9.697.65 UNIT PRICE (Words) Construct 4" Thick concrete sidewalk per 12. LF 740 City Std. Plan 1.02 ard tleven \$ 13.11 \$ 9701.40 UNIT PRICE (Words) 13. 2 EA Remove existing sign and/or post \$260 \$ 520 14. 6 Install sign and post per plan \$ 520 UNIT PRICE (Words) SUB TOTAL (Items # 10 - 14): Alfaro Communications Construction Inc (Biddet) NOTE: In case of error in extension of price into Total Price 11/09/2023 By: Column, the Unit Price will govern. (Signature) (Date) President (Title)

Revised 01/2021

CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

Page 17

WORK IDENTIFICATION: <u>Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601.</u>

NAME OF BIDDER: Alfaro Communications Construction Inc

ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949

APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1	EA	Relocate existing sign and post		
four th	urdred	UNIT PRICE (Words)	\$ <u>455</u>	\$ <u>455</u>
1	EA	Dispose of existing sign and move post to new location		
Four t	tundr	ed and Fifty-Five UNIT PRICE (Words)	\$455	\$ <u>455</u>
3,530	LF	Remove existing striping/raised markers by method of wet sand blasting		
OneD	ollar		\$ 1.95	\$ <u>6,883.5</u> 0
100	LF	Install 6-inch solid thermoplastic double yellow traffic stripe per Caltrans Std. Plan No. A20A, detail 22		
our Do	llars	and Fifty-Five Cents	\$4.55	\$ <u>455</u>
600	LF	Install 6-inch white thermoplastic line per Caltrans Std. Plan No. A20A, detail 9		
our D	ollare	and Eighty Eight Cents	\$4.88	\$2,928
	1 FOUR H 3,530 One D 100 600	1 EA TOUT HUNDY 1 EA TOUT HUNDY 3,530 LF One Dallar 100 LF 600 LF	DESCRIPTION 1 EA Relocate existing sign and post Tour Hundred and Tiffy Tive UNIT PRICE (Words) 1 EA Dispose of existing sign and move post to new location Four Hundred and Tiffy Tive UNIT PRICE (Words) 3,530 LF Remove existing striping/raised markers by method of wet sand blasting One Dollar and Minety Tive (ents) UNIT PRICE (Words) 100 LF Install 6-inch solid thermoplastic double yellow traffic stripe per Caltrans Std. Plan No. A20A, detail 22 Our Dollars and Fighty Fighty 600 LF Install 6-inch white thermoplastic line per Caltrans Std. Plan No. A20A, detail 9 Our Dollars and Fighty Fighty Our Dollars and Fighty Fighty	1 EA Relocate existing sign and post Four Hundred and Tiffy Tive UNIT PRICE (Words) 1 EA Dispose of existing sign and move post to new location Four Hundred and Tiffy Tive UNIT PRICE (Words) 3,530 LF Remove existing striping/raised markers by method of wet sand blasting One Dollar and Minety Tive (onts) 100 LF Install 6-inch solid thermoplastic double yellow traffic stripe per Caltrans Std. Plan No. A20A, detail 22 Our Dollars and Fighty Tive (onts) 100 LF Install 6-inch white thermoplastic line per Caltrans Std. Plan No. A20A, detail 9 Four Dollars and Fighty Fight (onts) 100 LF Install 6-inch white thermoplastic line per Caltrans Std. Plan No. A20A, detail 9 Tour Dollars and Fighty Fight (onts) 100 LF Caltrans Std. Plan No. A20A, detail 9

Eleven thousand one hundred Seventy Six dollars & Fifty Cents
In Words

Alfaro Communications Construction Inc

By:

(Signature)

President

(Title)

NOTE:

In case of error in extension of price into Total Price Column, the Unit Price will govern.

Revised 01/2021
CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

Page 18

11/09/2023

(Date)

WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601. NAME OF BIDDER: Alfaro Communications Construction Inc ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949 APPROX. UNIT PRICE TOTAL PRICE ITEM UNIT DESCRIPTION (Figures) (Figures) Install 8-inch solid white thermoplastic 20. 50 LF channelizing line per Caltrans Std. Plan No. A20D, detail 38 \$ 4.88 Install 6-inch solid white thermoplastic line, 21. 260 LF 50' in length (unless otherwise noted) with type C markers Install 12-inch-wide solid limit line per 22. Caltrans Std. Plan No. A24E UNIT PRICE (Words) Install 6-inch solid yellow thermoplastic 23. 100 LF median island per Caltrans Std. Plan No. A20B detail 29 c 41.88 \$4188 Install 6-inch yellow thermoplastic two-way 24. 250 LF left turn lane per Caltrans Std. Plan No. A20B detail 32 SUB TOTAL (Items # 20 - 24): Alfaro Communications Construction Inc NOTE: 11/09/2023 By: In case of error in extension of price into Total Price (Signature) Column, the Unit Price will govern. President (Title)

Revised 01/2021
CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601. NAME OF BIDDER: Alfaro Communications Construction Inc PHONE NO: (310) 669-8949 ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 **UNIT PRICE** TOTAL PRICE APPROX. ITEM QUANTITY UNIT DESCRIPTION (Figures) (Figures) LF Install 6" solid white thermoplastic edge line 25. 320 \$ 4.23 \$ 1353.60 Install thermoplastic pavement marking 26. 2 EA arrow as shown on plan per Caltrans Std. Plan No. A24A ents \$552.50 \$ 1,105 Install yellow thermoplastic continental 27. 2 EA crosswalk pavement marking per Caltrans Std. Plan No. A24F \$ 3,900 **UNIT PRICE (Words)** Install white thermoplastic pavement 28. 50 LF marking yield line as shown per Caltrans Std. Plan No. A24G \$ 4.88 UNIT PRICE (Words) SUB TOTAL (Items # 25 - 28): Alfaro Communications Construction Inc (Bidder) NOTE: In case of error in extension of price into Total Price 11/09/2023 By: Column, the Unit Price will govern. (Date) President (Title)

Revised 01/2021
CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601.

NAME OF BIDDER: Alfaro Communications Construction Inc

ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949

ITEM	APPROX. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
29.	13	EA	Install thermoplastic pavement marking words as shown on plan per Caltrans Std. Plan No. A24D		
Thre	e Hund	red an	unit PRICE (Words)	\$ 351	\$4,563
30.	2	EA	Install crosswalk limit line per Caltrans Std. Plan No. A24E		
Si	ix Hundi	red a	unit PRICE (Words)	\$ 650	\$ 1,300
31.	144	LF	Install red curb		4.A 328.32
3	Two D	ollar	and Twenty-Eight Cents UNIT PRICE (Words)	\$2.28	\$-250.80 H.A
32.	110	LF	Refresh/Paint existing red curb	2.28	250.80
	Two Do	llars	and Twenty-Eight Cents UNIT PRICE (Words)	\$ 5,365.7 5	\$ 10,731-50
33.	2	EA	Install type 1-A pole footing per Caltrans Std. Plan No. ES-7B	5,365.75	10,731.50
Five	Mausana	1, Thre	e Hundred and Sixty-Five Volkars and unit price (words) Joventy-Five Con	\$ 3357.25	\$ 6,74.50
			SUB TOTAL (Items # 2		\$ 17,173.62

Seventeen thousand one hundred Seventy three dollars & sixty two cents

	Alfaro Communidations	S Construction Inc
Ву:	(Bidder)	11/09/2023
	(Signature)	(Date)
	President / /	
	(Title)	

NOTE:

In case of error in extension of price into Total Price Column, the Unit Price will govern.

CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School,

Plan No. 23608601. NAME OF BIDDER: Alfaro Communications Construction Inc ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949 APPROX. UNIT PRICE TOTAL PRICE ITEM QUANTITY UNIT DESCRIPTION (Figures) (Figures) Remove existing sign and foundation, 2 EA relocate type 1-A pole, solar panel and 34. cabinet 35. EA Replace existing pedestrian push button s455 \$ 455

36.	1	EA	Replace existing and install new RRFP equipment			
Sixtu	- Wine T Und S	housan	d Two Hundred and Thirteen Vallars -5 ix (exts UNIT PRICE (Words)	\$ <u>69,213.76</u>	\$ 69,213.76	
37.	10	LF	Install 1-1/2" Conduit stub out from pullbox to outside lip of gutter			
One Hundred and Eighteen Dollars and Thirty Centy \$ 118.30 \$1183						
38.	70	LF	Install 2" Schedule 80 PVC conduit			
No	Hundra	and	Trigord - True Wolley and Diblet	0 172 76	~ 5 EAR 20	

SUB TOTAL (Items # 34 - 38):

\$ 86,159.46

eighty six thousand one hundred FiFty nine dollars & Fourty six Cents

UNIT PRICE (Words)

Alfaro Communications Construction Inc

By:

(Signature) 11/09/2023
(President (Date)

NOTE:

In case of error in extension of price into Total Price Column, the Unit Price will govern.

Revised 01/2021
CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION II

WORK IDENTIFICATION: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 23608601.

NAME OF BIDDER: Alfaro Communications Construction Inc

APPROX.

ADDRESS: 15614 S. Atlantic Ave, Compton CA, 90221 PHONE NO: (310) 669-8949

(Figures) ITEM QUANTITY UNIT DESCRIPTION (Figures) 39. 2 EA Install new #5 pullbox as shown Fiverellyworld and Sorry \$ 1,573 UNIT PRICE (Words) H.H 40. EA Remove existing pullbox and stub out. Vinety One Why and tiff WD \$ 591.50 \$591.50 UNIT PRICE (Words) Cold mill existing AC pavement at 2" and 41. 9.664 SF haul away Fifty One \$ 1.51 UNIT PRICE (Words) Construct Asphalt Concrete Surface Course 42. 117 TON (2")\$ 381.67 UNIT PRICE (Words) 43. Adjust survey monument cover to surface EA **UNIT PRICE (Words)** 44. 1 EA Adjust gas valve cover to surface **UNIT PRICE (Words**

SUB TOTAL (Items # 39 - 44):

TOTAL PROJECT BID COST: (Inclusive Items # 1 - 44)

UNIT PRICE

TOTAL PRICE

Alfaro Communications Construction Inc

By:

(Signature) President

(Title)

11/09/2023

(Date)

NOTE:

In case of error in extension of price into Total Price Column, the Unit Price will govern.

Revised 01/2021

CROSSWALK ENHANCEMENT IMPROVEMENTS NEAR WASHINGTON ELEMENTARY

SECTION III

Page 23

BID BOND

The following City of Glendora form for the Bid Bond <u>MUST</u> be used in accordance with the instructions on the following pages.

CROSSWALK ENHANCEMENT IMPROVEMENTS
NEAR WASHINGTON ELEMENTARY

SECTION III

Page 24

BID BOND

KNOW ALL MEN BY THESE P	RESENTS:	
WHEREAS Alfaro Communic "Contractor") intends to submit a bid to "City") for the work identified as follows:	the City of Glendora, California, a n	(hereinafter municipal corporation, (hereinafter
Crosswalk Enhancements Near Wash	nington Elementary School, Projec	
NOW, THEREFORE, we, the Contractor of the State of California and duly author Surety, are held and firmly bond unto the	orized to transact business under the	**United States Fire Insurance Company anized and existing under the laws laws of the State of California,*as
in the sum ofTen percent of the t (\$ _10% of Total Bid) lawful ten (10) percent of the bid amount for the	money of the United States of Amer	rica, said sum being not less than
and the said Surety, bind ourselves, ou severally, firmly by these presents.	r heirs, executors, administrators, su	iccessors and assigns, jointly and
the said Principal and said Principal sh terms of the bid and shall give therewith the Notice Inviting Bids or the other Corsuch Agreement and give any such bond the difference not to exceed the penal amount for which said Obligee may in a said bid, then this obligation shall be not brought upon this bond, the court shall hereof, costs and reasonable attorney's	h such bonds, certificates and other of htract Documents or in the event of the d, certificate or other document, if said ty thereof between the amount spec good faith contract with another part all and void, otherwise to remain in ful fix, and award and the surety shall p fees incurred by the City in successf	d Obligee in accordance with the documents as may be required in the failure of said Principal to enter a Principal shall pay to said Obligee cified in said bid and such larger by to perform the work covered by all force and effect. In case suit is eay, in addition to the face amount fully enforcing said obligation.
IN WITNESS THEREOF, we had day of, 2023.	ave hereunto set our hands and seal	this 6th
(Corporate Seal)	Alfaro Communications Construct By Africa Construct Alfaro Communications Construct Alfaro Communication Construct Alfaro Construct Alfaro Construct Alfaro Constru	Janden Title
(Corporate Seal) [P.C.C. Sections 20170, 20171]	United States Fire Insurance Com (Surety)	Irene Luong, Attorney-in-Fact Title

End Section IV - Bid Bond

Revised 08/2012 BID BOND

SECTION IV

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT				
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
STATE OF CALIFORNIA	}			
County of Orange	J			
	o Nguyen Luu , Notary Public, of Notary exactly as it appears on the official seal			
personally appeared Irene Luong				
	Name(s) of Signer(s)			
THAO NGUYEN LUU Notary Public - California Orange County Commission # 2453804 My Comm. Expires Jul 18, 2027 I C	no proved to me on the basis of satisfactory evidence to e the person(s) whose name(s) is/are subscribed to the thin instrument and acknowledged to me that he/she/they recuted the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the person(s) eted, executed the instrument. The executed the instrument is exertify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
	gnature Signature of Notary Public			
Though the information below is not required by law, it r and could prevent fraudulent removal and rea	may prove valuable to persons relying on the document attachment of the form to another document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name: Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name: Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Of SIGNER Top of thumb here Signer is Representing:			

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Emilie George, Christine Woolford, Danielle Hanson, Alexander R. Holsheimer

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey} County of Morris Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the6th day of November 2023



Mehad C. Jay

Michael C. Fay, Senior Vice President

STATE OF CALIFORNIA DEPARTMENT OF INSURANCE SAN FRANCISCO

Nº 07812

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

	of	Wilmington,	Delaware			organized under the
	laws of	Delawa	are	, subj	ect to its Articles	of Incorporation or
	other fundan	nental organizational	documents, is h	ereby authorized	to transact within	the State, subject to
	all provision	s of this Certificate, to	he following cla	isses of insurance	e: Fire,	Marine,
	Surety, D	isability, Plat	e Glass, I	iability, W	orkers' Comp	pensation,
	Common Ca	rrier Liability	, Boiler a	nd Machiner	y, Burglary	, Credit,
	Sprinkler	, Team and Veh	icle, Autom	mobile, Airc	raft, and M:	iscellaneous
	as such class	ses are now or may he	ereafter be defin	ned in the Insurar	ice Laws of the S	tate of California.
	THIS C	ERTIFICATE is expr	essly conditione	ed upon the hold	er hereof now an	d hereafter being in
L	full complian	nce with all, and not in	violation of an	y, of the applicabl	le laws and lawfu	l requirements made
	under autho	rity of the laws of the	State of Califor	rnia as long as su	ich laws or requi	rements are in effect
	and applicat	ble, and as such laws	and requiremen	its now are, or mo	ay hereafter be ci	hanged or amended.
			IN WITNE	ESS WHEREOF,	effective as of th	e31st
			day of	December'		, I have hereunto
set my hand and caused my official seal to be affixed th						affixed this
	MAL		31st	day of	December	, 2003
1	THE RESERVE	NOTE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO				



Ву

Victoria S. Sidbury For Ida Zodrow Deputy Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the Cathornia Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-

OSP 00 39391

PUBLIC WORKS AGREEMENT

By and Between

CITY OF GLENDORA

and

ALFARO COMMUNICATIONS CONSTRUCTION, INC.

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF GLENDORA AND ALFARO COMMUNICATIONS CONSTRUCTION, INC.

THIS AGREE	MENT FOR PUBLIC	WORKS SERVICES (herein "Agreement") is made
and entered into this	day of	, 2023 by and between the City of Glendora, a
California municipal	corporation ("City")	and Alfaro Communications Construction, Inc., a
California Corporation	n ("Contractor"). City	y and Contractor may be referred to, individually or
collectively, as "Party	" or "Parties."	

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.
- C. Pursuant to the City of Glendora Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor 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. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as <a href="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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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.

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1.2 Bid Documents.

The Scope of Work shall include the "General Provisions" and "Special Provisions" in the bid documents for the project entitled **Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 1383**, including any documents or exhibits referenced therein (collectively, "bid documents"), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor 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 Compliance with California Labor Law.

- (a) <u>Public Work.</u> The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- (b) <u>Prevailing Wages</u>. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.
- (c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- (d) <u>Payroll Records</u>. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

- (e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- (f) <u>Eight-Hour Work Day</u>. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
- bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (h) <u>Workers' Compensation</u>. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials

Mayra Martinez

Vice President & Secretary

(i) <u>Contractor's Responsibility for Subcontractors</u>. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to

PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23 3

pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

- (a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.
- (b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.
- (c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.
- (d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- (e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 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

PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23 5

of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

- (a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.
- (b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.
- (c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:
- (i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.
- (ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.
- (iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.
- (d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor

shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 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 <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> 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 Contractor the amounts specified in the "Schedule of Compensation" attached hereto as <u>Exhibit "C"</u> and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$ 300,309 (Three Hundred Thousand, Three Hundred and Nine **Dollars**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

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 the contract retention; (iii) payment for time and materials based upon the Contractor'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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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, Contractor is

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certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in <u>Exhibit "C"</u>, 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. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Contractor 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 <u>Exhibit "D"</u> and incorporated herein by this reference. When requested by the Contractor, 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 Contractor, 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 Contractor shall within

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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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City Manager may, at his/her sole discretion, extend the Agreement for one (1) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Hugo Alfaro- President, Treasurer

Mayra Martinez- Vice President, Secretary

Haidi Daaifi, Contract Administrator

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 Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The City's "Contract Officer" shall be Management Analyst, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor 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 Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor 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. Contractor 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) <u>Automobile liability insurance</u>. Contractor 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 Contractor 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) <u>Professional liability (errors & omissions) insurance</u>. Contractor 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 Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- (d) <u>Workers' compensation insurance</u>. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- (e) <u>Subcontractors</u>. Contractor 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) <u>Additional Insurance</u>. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

- (a) <u>Proof of insurance</u>. Contractor 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) <u>Duration of coverage</u>. Contractor 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 Contractor, its agents, representatives, employees or subcontractors.
- (c) <u>Primary/noncontributing</u>. Coverage provided by Contractor 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 noncontributory 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) <u>City's rights of enforcement</u>. 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- (e) <u>Acceptable insurers</u>. 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) <u>Waiver of subrogation</u>. 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (g) <u>Enforcement of contract provisions (non-estoppel)</u>. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (i) <u>Notice of cancellation</u>. Contractor 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) <u>Additional insured status</u>. 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) <u>Prohibition of undisclosed coverage limitations</u>. 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) <u>Separation of insureds</u>. A severability of interests provision must apply for all additional insureds ensuring that Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- (n) <u>Agency's right to revise specifications</u>. 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.
- (o) <u>Self-insured retentions</u>. 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) <u>Timely notice of claims</u>. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance PW Agreement Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

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

(q) <u>Additional insurance</u>. Contractor 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, Contractor 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor 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 Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor 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 Contractor hereunder, Contractor 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.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

omission, or reckless or willful misconduct of Contractor in the performance of professional services and work 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 Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

- (a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.
- (b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
 - (b) the Work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor 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. Contractor 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, Contractor

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agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor, 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 Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, 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 Contractor gives City notice of such court order or subpoena.
- (c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.
- (d) Contractor shall promptly notify City should Contractor, 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 PW Agreement Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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.

(a) <u>Default; Cure.</u> In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. 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 Contractor 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 Contractor'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.

(b) <u>Dispute Resolution</u>. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 Contractor 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, Contractor shall file a 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 \$1,000 (One Thousand 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.

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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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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 Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor 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.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become PW Agreement – Alfaro Communications Construction (Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383) 12/12/23

effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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. Contractor 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 effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor 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 Contractor 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, Contractor 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.

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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 Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

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.

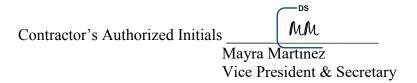
This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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.



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) the 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 Glendora, a municipal corporation

CERTIFY AVAILABILITY OF FUNDS:

Adam Raymond City Manager

APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP

CACE701662584A4. Kyle Johnson

DocuSigned by:

William W. Wynder

City Attorney

—Docusigned by: William Wynder

Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman City Clerk/Communications Director

CONTRACTOR:

ALFARO COMMUNICATIONS CONSTRUCTION, INC.

—DocuSigned by:

Hugo Ufaro Hugo Alfaro

President, Treasurer

hugo@alfarocommunications.com Nov 21, 2023 | 9:33 AM PST

DocuSigned by:

Mayra Martinez

Mayra Martinez

Vice President, Secretary

mayra@alfarocommunications.com Nov 21, 2023 | 4:39 PM PST

Address: Alfaro Communications

15614 S Atlantic Ave., Compton, CA, 90221

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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EXHIBIT "A"

SCOPE OF WORK

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the "General Provisions" and "Special Provisions" included in the bid documents for the project entitled Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 1383, including any documents or exhibits referenced therein.
- **II.** Brief description of the work to be performed:

This project is for the construction of crosswalk enhancements near Washington Elementary School at the intersection of W. Gladstone Street and S. Nearglen Avenue. The work consists of installation of signing and striping including enhanced crosswalk markings, signage, in-roadway pavement flashers, rectangular rapid flashing beacons (solar powered), construction of median refuge island, curb extensions, sidewalk, pavement reconstruction along with demolition and traffic controls. Project construction will use and implement the specifications and plans provided by the City.

- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:
 - A. Existing conditions report and status of overall work schedule.
 - B. Progress reports of work completed.
 - C. Report of work to be completed.
 - D. Report on pending requests for information (RFIs).
- **IV.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.
- V. Contractor shall provide for and ensure the safe and continuous passage for pedestrian and vehicular traffic at all times during the construction of the project in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in **bold italics**, deleted text is indicated in strikethrough.

I. ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

Section 2.4 (Invoices) shall be modified by adding the following terms to the end of such section:

In the event, a preliminary notice is posted by a subcontractor / supplier / manufacturer / vendor, an unconditional release will be required prior to releasing monies to the Contractor. Alternatively, an amount not to exceed the amount referred in the preliminary notice will be jointly released to the Contractor and the originator of the said notice with a conditional release from the said subcontractor / supplier / manufacturer / vendor.

II. ARTICLE 3. PERFORMANCE SCHEDULE

Section 3.1 (Time of Essence) shall be modified by adding the following sentence to the end of such section:

Time being of the essence, the Contractor shall commence the work and shall diligently pursue the work to completion within the time stated in Article 13 of the Instructions to Bidders, and upon the work schedule, if any, as specified in the Special Conditions, except as such time may be extended in writing by the City in accordance with Section 3.2 and the provisions of the General Conditions.

III. ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

City hereby waives the requirements of Section 5.1(c) - Professional liability (errors & omissions) insurance.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

Line Item	Item Description	Unit of Measure	Quantity	Unit Price	Extension
1	Mobilization and demobilization	LS	1	\$13,650	\$13,650
2	Construction surveying and re- establish survey monuments including tie-outs	LS	1	\$9,100	\$9,100
3	Traffic Control	LS	1	\$4,550	\$4,550
4	Erosion Control and Best Management Practices	LS	1	\$3,250	\$3,250
5	Remove existing PCC sidewalk/Curb ramp	SF	700	\$8.09	\$5,663
6	Remove existing Curb and Gutter	LF	75	\$51.05	\$3,828.75
7	Install Detectable Warning Surface (Yellow Pad) per SPPWC Std. Plan No. 111-5	EA	1	\$2,353	\$2,353
8	Install Uneven Textured Finish in median	SF	344	\$55.91	\$19,233.04
9	Construct ADA curb ramp per SPPWC Std. Plan No. 111-5	EA	2	\$6,106.75	\$12,213.50
10	Construct curb type A1-6 per SPPWC Std. Plan No. 120-3	LF	188	\$57.57	\$10,823.16
11	Construct curb and gutter type A2-6 per SPPWC Std. Plan No. 120-3	LF	85	\$114.09	\$9,697.65
12	Construct 4" Thick concrete sidewalk per City Std. Plan 1.02	LF	740	\$13.11	\$9,701.40
13	Remove existing sign and/or post	EA	2	\$260	\$520
14	Install sign and post per plan	EA	6	\$520	\$3,120
15	Relocate existing sign and post	EA	1	\$455	\$455
16	Dispose of existing sign and move post to new location	EA	1	\$455	\$455
17	Remove existing striping/raised markers by method of wet sand blasting	LF	3,530	\$1.95	\$6,883.50
18	Install 6-inch solid thermoplastic double yellow traffic stripe per Caltrans Std. Plan No. A20A, detail 22	LF	100	\$4.55	\$455
19	Install 6-inch white thermoplastic line per Caltrans Std. Plan No. A20A, detail 9	LF	600	\$4.88	\$2,928
20	Install 8-inch solid white thermoplastic channelizing line per Caltrans Std. Plan No. A20D, detail 38	LF	50	\$4.88	\$244
21	Install 6-inch solid white thermoplastic line, 50' in length (unless otherwise noted) with type C markers	LF	260	\$5.53	\$1,437.80
22	Install 12-inch-wide solid limit line per Caltrans Std. Plan No. A24E	EA	1	\$650	\$650

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23	Install 6-inch solid yellow thermoplastic median island per Caltrans Std. Plan No. A20B detail 29	LF	100	\$4.88	\$488
24	Install 6-inch yellow thermoplastic two- way left turn lane per Caltrans Std. Plan No. A20B detail 32	LF	250	\$7.15	\$1,787.50
25	Install 6" solid white thermoplastic edge line	LF	320	\$4.23	\$1,353.60
26	Install thermoplastic pavement marking arrow as shown on plan per Caltrans Std. Plan No. A24A	EA	2	\$552.50	\$1,105
27	Install yellow thermoplastic continental crosswalk pavement marking per Caltrans Std. Plan No. A24F	EA	2	\$1,950	\$3,900
28	Install white thermoplastic pavement marking yield line as shown per Caltrans Std. Plan No. A24G	LF	50	\$4.88	\$244
29	Install thermoplastic pavement marking words as shown on plan per Caltrans Std. Plan No. A24D	EA	13	\$351	\$4,563
30	Install crosswalk limit line per Caltrans Std. Plan No. A24E	EA	2	\$650	\$1,300
31	Install red curb	LF	144	\$2.28	\$328.32
32	Refresh/Paint existing red curb	LF	110	\$2.28	\$250.80
33	Install type 1-A pole footing per Caltrans Std. Plan No. ES-7B	EA	2	\$5,365.75	\$10,731.50
34	Remove existing sign and foundation, relocate type 1-A pole, solar panel and cabinet	EA	2	\$3,357.25	\$6,714.50
35	Replace existing pedestrian push button	EA	1	\$455	\$455
36	Replace existing and install new RRFP equipment	EA	1	\$69,213.76	\$69,213.76
37	Install 1-1/2" Conduit stub out from pullbox to outside lip of gutter	LF	10	\$118.30	\$1183
38	Install 2" Schedule 80 PVC conduit	LF	70	\$122.76	\$8,593.20
39	Install new #5 pullbox as shown	EA	2	\$1,573	\$3,146
40	Remove existing pullbox and stub out.	EA	1	\$591.50	\$591.50
41	Cold mill existing AC pavement at 2" and haul away	SF	9,664	\$1.51	\$14,492.64
42	Construct Asphalt Concrete Surface Course (2")	TON	117	\$381.67	\$44,655.39
43	Adjust survey monument cover to surface	EA	1	\$1,950	\$1,950
44	Adjust gas valve cover to surface	EA	1	\$1,950	\$1,950
			Not to	Exceed Total	\$300,308.51

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

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- III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.
- **IV.** The City will compensate Contractor 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.

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

	Description	Days to Perform	Deadline Date
A.	All work	30 Working Days	30 Working Days from Notice to
			Proceed

- **II.** Contractor shall deliver the following tangible work products to the City by the following dates.
 - A. City's Contract Officer will identify the same concurrently with the issuance of the notice to proceed.
- **III.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

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PERFORMANCE BOND

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to Alfaro Communications Construction, Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows: Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No. 1383;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Three Hundred Thousand**, **Three Hundred and Nine Dollars (\$ 300,309)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on		20
	PRINCIPAL	
(Seal if Corporation)	By	
	Title	
(Attach Acknowledgment of Aut	horized Representative of Principal)	

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Any claims under this bond may be	addressed to:
	(name and address of Surety)
of	(name and address of Surety's agent for service process in California, if different from above)
California)	(telephone number of Surety's agent in
(Attach Acknowledgment)	SURETY
	By(Attorney-in-Fact)
APPROVED:	
(Attorney for CITY)	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

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PAYMENT BOND

(Labor and Material Bond)

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to Alfaro Communications Construction, Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows: Crosswalk Enhancement Improvements Near Washington Elementary, Plan No. 1383;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **Three Hundred Thousand, Three Hundred and Nine Dollars(\$ 300,309)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on	
	PRINCIPAL
(Seal if Corporation)	By
	Title
(Attach Acknowledgment of Author	
Any claims under this bond may be	e addressed to:
	(name and address of Surety)
	(name and address of Surety's agent for service of process in California, if different from above)
California)	(telephone number of Surety's agent in
(Attach Acknowledgment)	SURETY
APPROVED:	By(Attorney-in-Fact)
(Attorney for CITY)	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract:

City of Glendora

Project: Crosswalk Enhancement Improvements Near Washington Elementary,

Plan No. 1383

Type of Insurance: Workers' Compensation and

Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER	EXPIRATION DATE	E <u>LIMITS OF LIABILITY</u>			
		Workers' Compensation: Statutory Limits Under the Laws of the State of California			
		Employers' Liability:			
		\$	Each Accident		
		\$	_ Disease - Policy Limit		
		\$	_ Disease - Each Employee		
Named Insured (Con	tractor)	Insurance Company	r		
Street Number		Street Number			
City and State		City and State			
		By(Company Representative)			
		(Company Representative)			
	(SEE NOTIO	CE ON NEXT PAGE			

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Insurance Company Agent for Service of Process in California:	
Name	
Agency	
Street Number	
City and State	
Telephone Number	

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name a	nd address of named insured ("Named Insured")		
Name a	and address of Insurance Company ("Company") ral description of agreement(s), permit(s), license(s), and/or activity(ies) insured		
General	description of agreement(s), permit(s), license(s), and/or activity(ies) insured		
	Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the		

"Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
- 3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
- 4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
- 5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
- 6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
- 7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

- 8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
- 9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380.
- 10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH	POLICY PERIOD	LIMITS OF
THIS ENDORSEMENT ATTACHES	FROM/TO	<u>LIABILITY</u>
11. Scheduled items or	locations are to be identified	on an attached sheet. The following
inclusions relate to the above covera	ges. Includes:	
□ Contractual Liability	□ Explosion Hazar	rd
□ Owners/Landlords/Tenants	□ Collapse Hazard	
□ Manufacturers/Contractors	□ Underground Pr	
□ Products/Completed Operations	□ Pollution Liabili	ity
□ Broad Form Property Damage	□ Liquor Liability	
□ Extended Bodily Injury		
□ Broad Form Comprehensive		
General Liability Endorsement		
12. A □ deductible or □	self-insured retention (check or	ne) of \$
applies to all coverage(s) except:		
(if none, so state). The deductible is	applicable \square per claim or \square per	occurrence (check one).
13. This is an □ occurre	ence or □ claims made policy (ca	heck one).
	s effective on	at 12:01 a.m. and forms a part of
Policy Number		

(signatures on following page)

Ι,	<i>(print name)</i> , hereby
	the laws of the State of California, that I have the authority to bind that by my execution hereof, I do so bind the Company.
Executed	, 20
	Signature of Authorized Representative
Telephone No.: ()	(Original signature only; no facsimile signature or initialed signature accepted)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")	
Name and address of Insurance Company ("Company")	
General description of agreement(s), permit(s), license(s), and/or activity(ies) insured	

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
- 3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
- 4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
- 5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
- 6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
- 7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

- 8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
 - 9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager City of Glendora 116 E. Foothill Blvd. Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES		POLICY PE FROM/I			
inc	11. lusions relat	Scheduled items of the to the above coverage.		to be identified on an attached sheet. The following	
 □ Any Automobiles □ All Owned Automobiles □ Non-owned Automobiles □ Hired Automobiles □ Scheduled Automobiles □ Garage Coverage 			Truckers Coverage Motor Carrier Act Bus Regulatory Reform Act Public Livery Coverage		
12. A □ deductible or □ self-insured retention (check one) of \$ applies to all coverage(s) except: (if none, so state). The deductible is applicable per claim or □ per occurrence (check one). 13. This is an □ occurrence or □ claims made policy (check one). 14. This endorsement is effective on at 12:01 a.m. and forms a part of Police Number					

(signatures on following page)

I,	(print name), hereby
	the laws of the State of California, that I have the authority to bind that by my execution hereof, I do so bind the Company.
Executed	, 20
	Signature of Authorized Representative
Telephone No.: ()	(Original signature only; no facsimile signature or initialed signature accepted)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")				
Name and address of Insurance Company ("Company")				
General description of agreement(s), permit(s), license(s), and/or activity(ies) insured				

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
- 3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
- 4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
- 5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
- 6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
- 7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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8.	It is hereby	y agreed that	the laws o	of the State	of California	shall apply	to and	govern	the
validity, constru	action, inter	pretation, an	d enforcem	ent of this c	ontract of ins	urance.			

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager City of Glendora 116 E. Foothill Blvd. Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

	AGES TO WHICH MENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF <u>LIABILITY</u>
□ Following Fo □ Umbrella Lia			
11.	Applicable underlying of	coverages:	
INSURANCE COI	MPANY	POLICY NO.	AMOUNT
	C	ns, exclusions, extensions or	specific provisions relate to the above
13.	A □ deductible o		eck one) of \$
(ij none, so sia 14.			
	This endorsement is ex	ffective onat 12	:01 a.m. and forms a part of Policy

(si	ignatures on following page)
	(print name), hereby the laws of the State of California, that I have the authority to bind the ymy execution hereof, I do so bind the Company.
Executed	
	Signature of Authorized Representative
Telephone No.: ()	(Original signature only; no facsimile signature or initialed signature accepted)

Crosswalk Enhancement Improvements Near Washington Elementary School

Community Development

City Council
December 12, 2023
Vanessa Nalbandian, Management Analyst

OVERVIEW

Item #14. Page 79

Safe Routes to School Demo

Design Plans and Construction

Next Steps



SAFE ROUTES TO SCHOOL DEMO

- One-day demonstration project
- Demonstration included:
 - Curb extensions
 - Midblock refuge
 - Landscaping



SAFE ROUTES TO SCHOOL DEMO

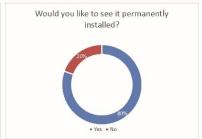


- Survey taken day of demo
- Roughly 40 respondents
- Majority of respondents supported and would like to see permanent crosswalk improvements
- Opportunity for the City to make a difference in the community and answer their concerns

Curb Extensions



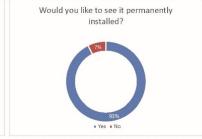




Refuge Island

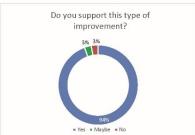


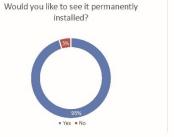




Creative Crosswalk













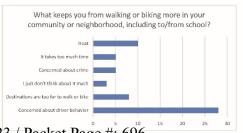


What would make the street safer? Do you have any other questions, comments, and/or concerns about walking/biking along or across Gladstone Street?



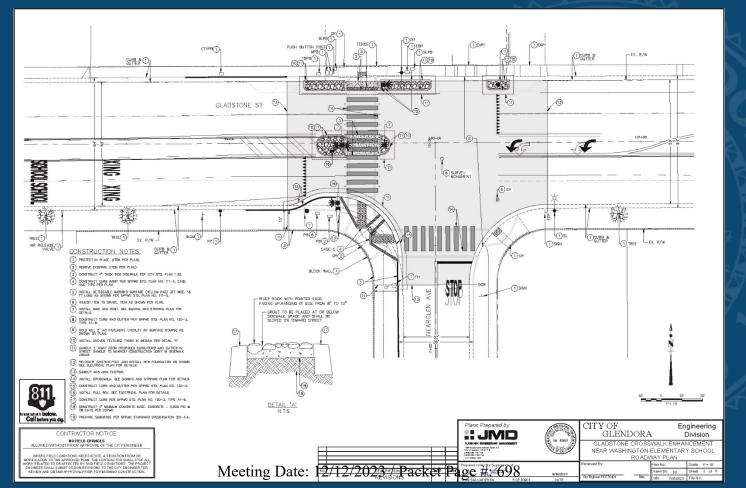
The word clouds represent common sentiments written in the open response portions of the survey. The comments were very concerned about the speed and behavior of drivers, and included first-hand experiences with unsafe drivers. Respondents would like if the lights were more noticeable, with some comments suggesting lights above the crosswalk or additional traffic signage.





- Installation of signing and striping
- Enhanced crosswalk markings
- New signage
- In-roadway pavement flashers
- Rapid flashing beacon (solar powered)
- Construction of median refuge island
- Curb extensions/sidewalk/pavement reconstruction

DESIGN PLANS



NEXT STEPS

Item #14. Page 87

- Give contractor Notice to Proceed
- Pre-construction meeting
- Begin construction
- Anticipated completion date: early 2024

RECOMMENDATIONS

That the City Council:

- 1. Award a contract for Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383, to Alfaro Communications Construction, Inc., n the amount of \$300,308.51; and
- 2. Adopt a Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301(c); and
- 3. Approve the Plans and Specifications for Crosswalk Enhancement Improvements Near Washington Elementary School, Plan No.1383; and
- 4. Authorize the Community Development Director to execute any necessary change orders in an amount not to exceed 10% of the original contract amount; and
- 5. Authorize the City Manager to execute the Agreement.



TO: MAYOR AND COUNCIL MEMBERS DATE: DECEMBER 12, 2023

FROM: ADMINISTRATIVE SERVICES DISTRICT(S): CITYWIDE

SUBJECT: ADOPT A CITY COUNCIL RESOLUTION ESTABLISHING A SELF-INSURED PAID

FAMILY LEAVE POLICY THAT PROVIDES SHORT-TERM WAGE REPLACEMENT BENEFITS TO ELIGIBLE EMPLOYEES WHO NEED TIME OFF WORK FOR FAMILY

LEAVE

RECOMMENDATION

That the City Council:

1. Adopt a City Council Resolution establishing a Paid Family Leave Program that provides short-term wage replacement benefits to eligible employees who need time off work for family leave.

STRATEGIC FOCUS AREAS

• Goal 3: Enhance Employee Development and Retention (EEDR)

EXECUTIVE SUMMARY

A comprehensive benefits packages can be used to attract and retain talent. Family friendly policies are highly valued by employees. Paid Family Leave (PFL) is a benefit that provides partial income replacement to eligible workers who have a full or partial loss of wages due to the need to care for a seriously ill or injured family member, to bond with a new child, or to participate in a qualifying event as a result of a family member's military deployment to a foreign country.

Protecting employees' jobs and pay while they manage personal family issues increases employee retention, reduces turnover, and enhances recruitment efforts. It is also essential to ensure that all workers can meet their health and family needs without jeopardizing their employment and income. Research shows that paid leave increases the likelihood that workers will return to work after childbirth, improves employee morale, and has neutral or positive effects on workplace productivity. Therefore, staff is recommending that the City Council approve the proposed self-insured Paid Family Leave Program.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

City employees paid for California State Disability Insurance (SDI) contributions from their paychecks (approximately 1% of taxable wages), which also included Paid Family Leave. The City would collect these contributions and send them to the State and the State would administer the program.

In January 2021, the City withdrew AFSCME bargaining unit employees from California State Disability Insurance and replaced it with Lincoln Financial Short-Term and Long-Term Disability plan because it was a more robust benefit and costs would be paid by the City, but inadvertently eliminated PFL. The remaining bargaining units were never covered by the State plan or private plan due to program participation being optional.

DISCUSSION

The recruitment landscape continues to change the City's ability to attract the right candidate for the organization. Staff has encountered many challenges that have made it particularly difficult to hire.

Staff Report Page 2 of 3 Item #15. Page 2

Offering a comprehensive benefits package is an important tool for the City to retain employees and be competitive and attractive to qualified candidates. Staff continues to seek and evaluate new benefits that will enhance the compensation package for employees. Paid Family Leave is an additional family friendly policy that is highly valued by the workforce because it supports employee work-life balance.

Prior to January 2021, AFSCME was the only bargaining group in the City that were covered by the California State Disability Insurance, which included PFL. To participate, a payroll deduction is withheld from an employees' paycheck as a percentage of earnings, and the City sends the collected contributions to State of California Employment Development Department (EDD), who would also administer the program.

Currently, Short Term Disability and Long Term Disability insurance are offered through Lincoln Financial. This only covers short-term cash benefits to employees who can't work due to a non-work related injury, illness, or pregnancy, it does **NOT** include PFL. When considering a PFL program, staff evaluated and analyzed different funding structures and determined that a self-insured program is best suited for the City based on usage and costs in comparison to a private insurance (such as Lincoln Financial).

The proposed Paid Family Leave Program would provide partial income replacement to eligible employees who have a full or partial loss of wages due to the need to care for a seriously ill or injured family member, to bond with a new child, or to participate in a qualifying event as a result of a family member's military deployment to a foreign country. The City's proposed program aligns with the State's PFL program and would provide the following benefits:

- Up to 8 weeks of paid benefits.
- 60% of base salary.
- Leave can be taken continuously or intermittently.

To be eligible, an employee must:

- Be a permanent employee of the City (including certain part-time positions).
- Have earned at least \$300 in wages from the City within the 12 months immediately preceding the PFL start date.
- Have lost wages due to the need to provide care for a seriously injured or ill family member, to bond with a child or to participate in a qualifying event resulting from a family member's military deployment to a foreign country.

Lastly, PFL can be used in conjunction with other applicable leaves such as Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

If approved by the City Council, the program would go into effect January 1, 2024 and would be retro active to October 1, 2023. The retroactive benefit would apply to 1 AFSCME employee who recently became a father for the first time.

FISCAL IMPACT

The City currently pays approximately \$76,900 for STD and LTD for all employees. Similar to the Insurance programs (liability and worker's compensation), the City must set aside \$45,000 at all times in the event of a claim for benefits. This amount was determined based on an actuarial and working with Keenan and Associates, the City's benefit broker. There are sufficient funds available to meet this requirement. Eligible employees can use this benefit at no cost to them.

ENVIRONMENTAL DETERMINATION

Not Applicable

Staff Report Page 3 of 3 Item #15. Page 3

Prepared By Rita Wendling, Assistant Director of Human Resources

Concurs With Not Applicable

Reviewed By
Certified to Availability of Funds
Approved By
Legal Review

Marie Ricci, Deputy City Manager
Kyle Johnson, Finance Director
Adam Raymond, City Manager
William W. Wynder, City Attorney

CEQA Review Not Applicable

ATTACHMENTS:

A. Resolution

B. Paid Family Leave Policy (Draft)(Exhibit A of Resolution)

RESOLUTION CC 2023-

A RESOLUTION OF THE GLENDORA CITY COUNCIL ESTABLISHING A SELF-INSURED PAID FAMILY LEAVE PROGRAM FOR THE CITY OF GLENDORA

THE CITY COUNCIL City of Glendora, California

WHEREAS, The City's compensation package is regularly reviewed and analyzed to ensure that that appropriate level of wages and fringe benefits are provided to current and future employees.; and,

WHEREAS, It is the City's desire to remain competitive in the labor market to retain and recruit talent for the organization; and,

WHEREAS, as part of the ongoing effort to modernize the organization, coordinate implementation of the 2023-2025 Strategic Plan objectives, address legislative initiatives, and prepare for succession planning; and,

WHEREAS, periodically the Compensation Plan and authorized positions lists are amended to reflect changes in the organizational structure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council adopt the self-insured Paid Family Leave Program (Exhibit A)

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this _	_ day of, 2023.
	City Council of Glendora, CA
BY:	
	Mayor
ATTEST TO FORM Aleshire & Wynder, LLP	
WILLIAM W. WYNDER City Attorney	

CERTIFICATION

I, do hereby	certify that the foregoing Resolution	n was duly ado	opted by the City Council of the City
of Glendora	at a regular meeting held on the	_ day of	, 2023, by the following vote:
ANEC	MEMBERG		
AYES:	MEMBERS:		
NOES:	MEMBERS:		
ABSENT:	MEMBERS:		
ABSTAIN:	MEMBERS:		
Dated:			
		KATH	LEEN R. SESSMAN
		City C	lerk/Communications Director

Resolution CC 2023-____

EXHIBIT A Self-insured Paid Family Leave Program



I. Purpose

The purpose of this Administrative Police is to set forth the City's Policy as it pertains to Paid Family Leave (PFL) provisions for regular, full-time employees.

II. Authority

Public Agencies, including Cities, are not required to participate in SDI and by extension PFL (refer to the DE 231SC). Therefore, authority to provide PFL resides with the City as provided for under collectively bargained Memoranda of Understanding (MOU).

III. Policy

The City provided via this Administrative Policy, in tandem with applicable provisions of MOU, PFL wage/income replacement to eligible employees who take leave time to care for a family member. The purpose of this policy is to define the City's policies and procedures regarding the provision of the PFL benefit. This policy does not entitle employees to "job protection" during their period of absence.

Employees should refer to the City's leave policies for questions concerning eligibility for leave or rights pertaining to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

IV. Provisions

a. Definitions

- i. Bonding time spent with a new child entering the family either through birth adoption, or foster care placement. A parent is defined as an individual, spouse, or registered domestic partner who will be serving as a parent for the child.
- ii. Caregiving time off work to care for a seriously ill child, parent, parentin-law, grandparent, grandchild, sibling, spouse, or registered domestic partner.
- iii. Family Member defined as child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner.
- iv. Serious Health Condition A serious health condition is an illness, injury, impairment, or physical or mental condition that requires: At-home or inpatient care in a hospital, hospice, or residential medical care facility. Continuing treatment by a physician or health care practitioner. Unless issues arise, cosmetic treatments, the common cold, flu, earaches, upset stomachs, minor ulcers, and non-migraine headaches do not qualify as a serious health condition.

b. Process

- i. Complete PFL Request Form
- ii. Provide required substantiation documents
- iii. Upon approval, code the time via payroll

c. Eligibility

- All permanent employees of the City shall be eligible for benefits under the City's PFL plan as applicable with the employees collectively bargained MOU.
- ii. An employee's eligibility for the provisions of this policy terminates at midnight on the date of termination of the employer-employee relationship; or at midnight on the fifteenth day following a leave of absence without pay; or on termination of this policy.
- iii. PFL military assist benefit payments are only available to eligible family members to participate in qualifying events. PFL military assist benefits are not available for the military member.

d. Benefits

- i. Qualifying for PFL by:
 - 1. Meet the City's definition for eligibility and be covered by an applicable MOU specifying PFL benefits.
 - 2. Take time off from work to care for a seriously ill family member, to bond with a new child or to participate in a qualifying military event.
 - 3. Have earned at least \$300 in wages from the City within the 12 months immediately preceding the PFL start date.
 - 4. Submit your claim no later than 41 days after you begin your family leave. Do not file before your first day of leave.
- ii. Benefits are payable through payroll via designated earnings/hour code.
- iii. Benefit Amounts
 - 1. The minimum basic amount payable shall be no less than \$50.00 per week.
 - 2. The maximum weekly benefit amount that an employee can receive when on PFL will be \$1,620 per week.
 - 3. The maximum duration of PFL is up to eight (8) weeks.
 - 4. If eligible, employees will receive 60% of wages for PFL.
 - 5. These benefit amounts are available for a 12-month period, based on a rolling calendar, look back period.

iv. Waiting Period

- 1. Following the employee's request to utilize the PFL benefit employees must wait seven (7) calendar days, in which time employees must provide certification of eligibility and receive approval of the request prior to receiving the benefit. Employees must use any accrued leave balances during this time.
 - Sick Leave Subject to the provisions of the City Personnel Rules and Section 233 of the California Labor Code an employee is entitled to supplement up to one-half (currently

48 hours) of their annually accrued paid sick time under this policy if:

- The leave is to attend to the illness of a child, spouse, parent, registered domestic partner or Designated Person.
- b. After exhausting the allotted sick leave, if eligible, the employee must exhaust their leave banks in the following order:
 - i. Administrative Leave
 - ii. Floating Holiday
 - iii. Earned Holiday
 - iv. Comp time
 - v. Vacation
- 2. To bond with a new child, leave can be taken anytime within the first 12 months of a child entering your family

e. Leave Balances

- i. Coordination of Leave. Employees may coordinate this family leave benefit with other accrued leave balances (Vacation, Sick, Comp Time, Floating Holiday). At no time, however, shall coordination result in payment to the employee of more than one hundred percent (100%) of that employee's "normal" base wages payable.
- ii. Eligible employees not covered by FMLA or CFRA, who do not have accrued leave available to use, are not eligible to receive leave accruals.

f. Probationary Period

i. If the employee was serving a probationary period at the time of a PFL period, the remainder of the probationary period must be completed.

g. Health Benefits

- i. PFL provides only partial wage replacement when you need to take time off work for family leave. You may have rights under other laws, such as the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). The City is not required to maintain or 'pay for' health benefits on behalf of an employee outside of any protected leave provisions. However, the City will continue to pay a monthly amount up to the current flexible benefit allowance in the employee's MOU for health benefits provided that the employee maintains eligibility for those benefits. The employee will be responsible for the monthly payment of any employee contributions premiums in excess of the City-paid portion while on PFL. Insurance coverage will be dropped if employee or dependent become more than 60 days late in payment.
- ii. Eligible employees not covered by FMLA or CFRA, who do not have accrued leave available to use, are not eligible to receive flexible benefit allowance.

h. State and Federal Taxes

i. Your PFL benefits are taxable and reportable on your federal return only. For state taxes, PFL benefit payments are not reportable by California pursuant to Revenue and Taxation Code Section 17083.

i. Legal

If any paragraph, sentence, clause or phrase of this policy is held unlawful or invalid for any reason, said unlawfulness or invalidity shall not affect the remaining portions of this policy. Overall daily administration, application, and periodic review of this policy shall be the responsibility of the Human Resources Department.



Request for Paid Family Leave (PFL) Benefits - Please return this form to the Human Resources Department

Part A. STATEMENT OF EMPLOYEE					
Name	ID				
Phone	Email Address				
Mailing Address					
City	State	Zip			
Date you want family leave benefit to begin:	Return to work date:				
Reason for Requesting family leave benefit: Care for Family Member Bond with child Military Assist					
Do you have more than one employer? ☐ Yes ☐ No Relationship of care, bonding, or military assist reciping the second content of t	ent.				
Relationship of care, bonding, of military assist recip	CIII.				
□ Child □ Parent		Grand child			
☐ Spouse ☐ Parent-		Sibling			
□ Partner □ Grandp		Other:			
Do you anticipate this to be an intermittent claim?	Yes	No			
If yes, please provide further details:					
, , , , , , , , , , , , , , , , , ,					
DECLARATION AND SIGNATURE. By my signature on this claim statement I (1) claim Paid Family Leave benefits and certify that throughout the period covered by this claim I was providing care for, bonding with, or participating in a qualifying event with the recipient named above; (2) authorize Human Resources to release my personal information as shown on this claim to the care recipient's treating physician as they are respectively listed in Part C and Part D of this claim; and (3) authorize release and use of information as stated in the "Information Collection and Access" portion of this form I declare under penalty of perjury that the foregoing statement including any accompanying statements is to the best of my knowledge and belief true correct and complete. I agree that photocopies of this authorization shall be as valid as the original and I understand that authorizations contained in this claim statement are granted for a period of fifteen years from the date of my signature or the effective date of the claim, whichever is later. Signature Date					



Request for Paid Family Leave (PFL) Benefits - Please return this form to the Human Resources Department PART B - BONDING CERTIFICATION (To be completed by Person Claiming PFL Benefits to Bond with a Child) EMPLOYEE SOCIAL SECURITY NUMBER: EMPLOYEE LEGAL LAST NAME: LEGAL NAME OF CHILD: CHILD'S GENDER: (IF APPLICABLE) DATE OF FOSTER CARE OR ADOPTION CHILD'S DATE OF BIRTH: PLACEMENT: Male Female EVIDENCE OF RELATIONSHIP, CHECK ONE OF THE FOLLOWING AND ATTACH A COPY OF THE DOCUMENT CHECKED. (DO NOT SEND ORIGINAL DOCUMENT. IT WILL NOT BE RETURNED.) □ CHILD'S BIRTH CERTIFICATE □ INDEPENDENT ADOPTION PLACEMENT AGREEMENT, AD-924 DECLARATION OF PATERNITY, ☐ CERTIFICATE OF PLACEMENT, AD-CS-909 907 FOSTER CARE PLACEMENT RECORDS, SOC 815 Other DECLARATION AND SIGNATURE. By my signature on this bonding certification, I authorize the medical provider, adoption agency, adoption party (ies), or foster care placement agency to disclose to Human Resources Department all facts concerning the birth, adoption, or foster care placement of the abovenamed child. I understand that willfully making a false statement or concealing a material fact in order to obtain payment of benefits is a violation of California law punishable by imprisonment or fine or both. I declare under penalty of perjury that the foregoing statement, including any accompanying statements or documents, is to the best of knowledge and belief true, correct, and complete. I agree that photocopies of his authorization shall be as valid as the original, and I understand that authorizations contained in this claim statement are granted for a period of fifteen years from the date of my signature or the effective date of the claim, whichever is later. SIGNATURE DATE PART C - STATEMENT OF CARE RECIPIENT (May be completed by authorized representative if care recipient is mentally or physical unable to do so. MUST be signed by care recipient or care recipient's authorized representative.) Recipient's Date of Birth: Recipient's Telephone Number: LEGAL NAME OF CARE RECIPIENT: RECIPIENT'S GENDER: CARE RECIPIENT'S RESIDENCE ADDRESS: City STATE: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AUTHORIZATION. I authorize any physician, practitioner, hospital, vocational rehabilitation counselor, or workers' compensation insurance carrier to furnish and disclose to my care provider, who is the claimant name and described in Part A of this claim, and to the Human Resources Department all facts concerning my condition that are within their knowledge and to allow inspection of and provide copies of any medical and billing records concerning my condition that are under their control. I understand that the Human Resources Department may disclose information as authorized by the California Unemployment Insurance Code and that such redisclosed information may no longer be protected by this rule. I agree that photocopies of this authorization shall be as valid as the original. I understand that, unless revoked by me in writing, this authorization is valid for fifteen years from the date received by the Disability & UI Department or the effective date of the claim, whichever is later. I understand that I may not revoke this authorization to avoid prosecution or to prevent the Disability & UI Department's recovery of monies to which it is legally entitled. SIGNATURE DATE



Request for Paid Family Leave (PFL) Benefits - Please return this form to the Human Resources Department

DOCTOR'S CERTIFICATION MAY BE MADE BY A LICENSED MEDICAL OR OSTEOPATHIC PHYSICIAN AND SURGEON, CHIROPRACTOR, DENTIST, PODIATRIST, OPTOMETRIST, DESIGNATED PSYCHOLOGIST, OR AN AUTHORIZED MEDICAL OFFICE OF A UNITED STATES GOVERNMENT FACILITY.

AUTHORIZED MEDICAL OFFICE OF A UNITED STATES GOVERNMENT FACILITY.						
PART D DOCTOR'S CERTIFICATION (DO NOT COMPLETE THIS PART IF REASON FOR PFL LEASE IS BONDING WITH CHILD)						
CLAIMANT'S (CARE PROVIDER'S) SOCIAL SECURITY NUMBER:	CLAIMANT'S	NAME (FIRST, MIDDLE INITIA	L, LAST):			
PATIENT'S NAME (FIRST, MIDDLE INITIAL, LAST):						
PATIENT'S DATE OF BIRTH:	DOE	S YOUR PATIENT REQUIRE C	ARE BY THE CARE PROVIDER? (Yes/No)			
DIAGNOSIS OR, IF NOT YET DETERMINED, A DET	TAILED STATE	MENT OF SYMPTOMS:				
PRIMARY ICD CODE:	SEC	ONDARY ICD CODES:	DATE PATIENT'S CONDITION COMMENCED:			
FIRST DATE CARE NEEDED:		DATE YOU ESTIMATE PATIENT WILL NO LONGER REQUIRE CARE BY THE CARE PROVIDER:				
APPROXIMATELY HOW MANY TOTAL HOURS:	Com	Comments:				
WOULD DISCLOSURE OF THIS CERTIFICATE TO	YOUR PATIEN	T BE MEDICALLY OR PSYCHO	DLOGICALLY DETRIMENTAL?			
DOCTOR'S LICENSE NUMBER:	STAT	STATE OR COUNTRY (IF NOT U.S.A.) IN WHICH DOCTOR IS LICENSED TO PRACTICE:				
DOCTOR'S NAME (FIRST, MIDDLE INITIAL, LAST):						
DOCTOR'S ADDRESS (POST OFFICE BOX IS NOT ACCEPTABLE AS THE SOLE ADDRESS):						
City:		State	Zip			
TYPE OF DOCTOR:		SPECIALTY (IF ANY):				
Doctor's Certification and Signature (REQUIRED): I certify under penalty of perjury that, based on my examination, this Doctor's Certificate truly describes the patient's condition and needed for care and the estimated duration thereof.						
ORIGINAL SIGNATURE OF ATTENDING DOCTOR	- RUBBER STA	AMP IS NOT ACCEPTABLE:	Date:			

ORIGINAL DOCUMENTS MUST BE SUBMITTED TO: City of Glendora, Human Resources Department 116 East Foothill Boulevard Glendora, CA 91741



Request for Paid Family Leave (PFL) Benefits - Please return this form to the Human Resources Department PART E MILITARY ASSIST CERTIFICATION (DO NOT COMPLETE THIS PART IF REASON FOR PFL LEASE IS BONDING WITH CHILD) CLAIMANT'S NAME (FIRST, MIDDLE INITIAL, LAST): NAME OF THE MILITARY MEMBER ON COVERED ACTIVE-DUTY OR IMPENDING CALL TO COVERED ACTIVE-DUTY STATUS (FIRST, MIDDLE INITIAL, LAST): MILITARY MEMBERS DATE OF BIRTH (MM/DD/YYYY) MILITARY MEMBERS GENDER MALE **FEMALE** PERIOD OF MILITARY MEMBERS COVERED ACTIVE DUTY FROM (MM/DD/YYYY) TO (MM/DD/YYYY DATE MEMBER WAS NOTIFIED OF COVERED ACTIVE DUTY (MM/DD/YYYY) SELECT ONE OF THE FOLLLOWING AND ATTACH THE INDICATED DOCUMENT TO SUPPORT THAT THE MILITARY MEMBER IS ON COVERED ACTIVE DUTY OR IMPENDING CALL OR ORDER TO COVERED ACTIVE DUTY STATUS **COVERED ACTIVE DUTY ORDERS** LETTER OF IMPENDING CALL OR ORDER TO COVERED DUTY DOCUMENTATION OF MILITARY LEAVE SIGNED BY THE APPROVING AUTHORITY FOR MILITARY MEMBER'S REST AND RECUPERATION THE QUALIFYING EVENT FOR THE PFL CLAIM IS TO: (ONE OR MORE REASONS MAY BE SELECTED) PROVIDE/ARRANGE CHILDCARE FOR PROVIDE/ARRANGE CARE FOR MILITARY MILITARY MEMBER'S CHILD MEMBER'S PARENT ATTEND COUNSELING MAKE FINANCIAL/LEGAL ARRANGEMENTS ASSIST MILITARY MEMBER DURING REST AND RECUPERATION LEAVE ATTEND MILITARY EVENT REPRESENT MILITARY MEMBER AT ADDRESS ISSUES DUE TO MILITARY FEDERAL, STATE, OR LOCAL AGENCIES MEMBER'S DEATH OTHER WRITTEN DOCUMENTION SUPPORTING THIS REQUEST FOR LEAVE IS AVAILABLE AND ATTACHED? □ YES NO NONE AVAILABLE NOTE: A COMPLETE AND SUFFICIENT CERTIFICATION TO SUPPORT A REQUEST FOR PFL LEAVE DUE TO A QUALIFYING EVENT INCLUDES ANY AVAILABLE WRITTEN DOCUMENTATION THAT SUPPORTS THE NEED FOR LEAVE. DOCUMENTATION MAY INCLUDE; A COPY OF A MEETING ANNOUNCEMENT FOR INFORMATIONAL BRIEFINGS SPONSORED BY THE MILITARY, A DOCUMENT CONFIRMING THE MILITARY MEMBER'S REST AND RECUPERATION LEAVE, AN APPOINTMENT WITH A THIRD PARTY (I.E., A COUNSELOR, SCHOOL OFFICIAL, OR STAFF AT A CARE FACILITY), OR A COPY OF A BILL FOR SERVICES FOR THE HANDLING OF LEGAL OR FINANCIAL AFFAIRS. IF LEAVE IS REQUESTED TO MEET WITH A THIRD PARTY, THE EMPLOYEE MUST PROVIDE THE SUPPORTING DOCUMENTATION OF THE MEETING THAT INCLUDES THE NAME, ADDRESS, AND APPROPRIATE CONTACT INFORMATION OF THE INDIVIDUAL OR ENTITY WITH WHOM YOU ARE MEETING (I.E., EITHER PHONE NUMBER, FAX NUMBER, OR EMAIL ADDRESS OF THE INDIVIDUAL OR ENTITY). DECLARATION AND SIGNATURE. BY MY SIGNATURE ON THIS MILITARY ASSIST CERTIFICATION, I UNDERSTAND THAT WILLFULLY MAKING A FALSE STATEMENT OR CONCEALING A MATERIAL FACT IN ORDER TO OBTAIN PAYMENT OF BENEFITS IS A VIOLATION OF CALIFORNIA LAW PUNISHABLE BY IMPRISONMENT OR FINE OR BOTH. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING STATEMENT, INCLUDING ANY ACCOMPANYING STATEMENTS OR DOCUMENTS, IS TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, CORRECT, AND COMPLETE. I AGREE THAT PHOTOCOPIES OF THIS AUTHORIZATION SHALL BE AS VALID AS THE ORIGINAL, AND I UNDERSTAND THAT AUTHORIZATIONS CONTAINED IN THIS CLAIM STATEMENT ARE GRANTED FOR A PERIOD OF FIFTEEN YEARS FROM THE DATE OF MY SIGNATURE OR THE EFFECTIVE DATE OF THE CLAIM, WHICHEVER IS LATER. SIGNATURE DATE (MM/DD/YYYY)

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