

CITY OF MONTEREY PARK, AND
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR
AGENCY OF THE FORMER REDEVELOPMENT AGENCY
AGENDA

REGULAR MEETING

**Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, Ca 91754**

**WEDNESDAY
September 4, 2013
7:00 PM**

MISSION STATEMENT

**The mission of the City of Monterey Park is to provide excellent services
to enhance the quality of life for our entire community.**

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting shall be available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-park.ca.us/home/index.asp>. Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the City Council regarding any item on this Agenda will need to fill out a speaker card and then please return it to the City Clerk prior to the announcement of the Agenda Item.

Speakers are afforded five (5) minutes per individual on each published agenda item. The Public will be allowed consolidation with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Council may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

PLEASE NOTE that this Agenda includes items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, and the Successor Housing Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number. Housing Successor Agency will include the notation of "HSA" next to the Agenda Item Number.

CALL TO ORDER Mayor

FLAG SALUTE The Monterey Park Fire Explorers

ROLL CALL Peter Chan, Mitchell Ing, Hans Liang, Teresa Real Sebastian, and Anthony Wong

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PRESENTATIONS: Report by City Manager on placing new buses into service.
(requested by Mayor Real Sebastian)

ORAL AND WRITTEN COMMUNICATIONS

CONSENT CALENDAR -- ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Council Member/Agency Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the City Council/Agency on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk prior to the Council's/Agency's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

SUCCESSOR AGENCY CONSENT CALENDAR ITEM 1

1. SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Recommendations: It is recommended that the City Council (acting on behalf of the Successor Agency)

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 4, 2013 totaling \$1,204.06** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 2-5

2. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Recommendations: It is recommended that the City Council

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **September 4, 2013 Totaling \$1,553,289.06** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

3. RBF CONSULTANTS CONTRACT FOR PREPARING THE SOUTH GARFIELD ORIENTED SPECIFIC PLAN

Through the Transit Oriented Development Planning Grant Program, the City is considering amendments to the South Garfield Specific Plan that will include creating a pedestrian-friendly environment and identify several locations that will serve as centralized parking for the Gold Line transit Station as well as the Cities of Monterey Park and Montebello. It will also include a study of pedestrian and bicycle use on Garfield Avenue and Pomona Boulevard. RBF Consultants is recommended following a request for proposals.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute a contract, in a form approved by the City Attorney with RBF Consultants in the amount of \$249,987 to complete the tasks outlines in the scope of services; and
- (2) take such additional, related, action that may be desirable.

4. POLICE DEPARTMENT ADMINISTRATION SEDAN PURCHASES

The 2013-14 Budget includes funds for the Police Department's replacement of two 2007 Ford 500 sedans that have reached 100,000 miles.

Recommendations: It is recommended that the City Council

- (1) Approve the purchase of two Ford Taurus sedans from Downtown Ford through the Contra Costa County joint-purchase contract per Monterey Park Municipal Code § 3.20.050(3), in the amount of \$70,974.54; and
- (2) take such additional, related, action that may be desirable.

5. 2012 VARIOUS STREET RESURFACING II – ACCEPTANCE OF WORK AND FINAL PAYMENT

On August 15, 2012, the City Council awarded a contract to Sully Miller Contracting Company in the amount of \$996,500.00 for the 2012 Various Street Resurfacing II project. The project involved the resurfacing of various collector and residential streets that were in need of rehabilitation as identified in the City's Pavement Management Study and by the City's street maintenance crews..The completed work has been inspected and approved by the Public Works Department.

Recommendations: It is recommended that the City Council

- (1) Accept the 2012 Various Street Resurfacing II project completed by Sully Miller Contracting Company and authorize staff to file a Notice of Completion and pay the final retention billing; and
- (2) take such additional, related, action that may be desirable.

PUBLIC HEARING

None.

NEW BUSINESS

6. AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CITY VENTURES, LLC

City Ventures, LLC is a housing development company that design and build energy efficient homes. Currently, the homebuilder is interested in entering into an agreement with the City to conduct exclusive negotiations with the City to acquire and develop the City yard located at 751 South Alhambra Avenue with approximately 25 single-family homes.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute the Exclusive Negotiation Agreement, in a form approved by the City Attorney between the City and City Ventures, LLC; and
- (2) take such additional, related, action that may be desirable.

7. REQUEST FROM MENTALLY AND EDUCATIONALLY RETARDED CITIZENS, INC. (MERCİ) FOR ADDITIONAL FINANCIAL ASSISTANCE ON CONSTRUCTION PROJECT

Groundbreaking for the new facility located at 525 N. Chandler was in June 2011. However, construction stopped on new classroom and administration buildings because of a funding shortfall of \$500,000 to complete the project.

Recommendations: It is recommended that the City Council

- (1) Consider the request from MERCI for CDBG funds to assist in completing its project; and
- (2) Discuss this matter and take such additional, related, action that may be desirable.

UNFINISHED BUSINESS

8. AMENDMENTS TO CITY COUNCIL POLICIES WITH REGARD TO ELECTRONIC COMMUNICATIONS, COUNCIL PRESENTATIONS AND PUBLIC COMMUNICATIONS

At the July 3, 2013 City Council Meeting, the Mayor asked for a discussion of potentially adopting an electronics communication policy with regard to the City Council's use of electronic devices at Council Meetings. The Mayor's primary focus was on adherence to current laws and decorum with regard to the use of electronic communications.

Recommendations: It is recommended that the City Council

- (1) Consider the proposed changes to the Council Policies and direct staff to prepare other changes if so desired; and
- (2) take such additional, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Discussion on Towne Centre Project. (requested by Council Member Ing)

Announcement of appointees for Commissions, Committees and Boards.

Council communications and committee reports from Council Representatives of specific organizations.

CLOSED SESSION

None.

ADJOURN

NEW SPIRIT BUSES

ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

September 4, 2013

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Controller

Subject: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of September 4, 2013

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

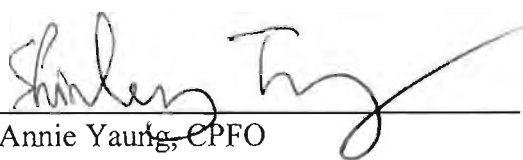
Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 183-185 (SA).

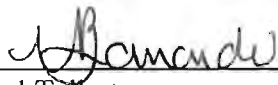
Fiscal Impact

Disbursements from all SA funds total \$1,204.06.

Recommendation

Adopt SA Resolutions approving payment of warrants.

for By: 
Annie Yaung, CPFO
Controller

Approval: 
for Paul Talbot
City Manager

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 4TH DAY OF SEPTEMBER 2013
TOTALING \$1,204.06 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	\$ 766.56
Merged Project Projects	437.50
Total	<u>\$ 1,204.06</u>

PASSED, APPROVED AND ADOPTED THE 4TH DAY OF SEPTEMBER 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park, California

Resolution No. SA-
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 4th day of September 2013 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Vincent D. Chang, City Clerk
City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0860-801-1203-39400	263.00	7/13 STMT-TRAINING		183	263.00
TOTAL FOR PREPAID WARRANTS						263.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JENKINS & HOGIN, LLP	0860-801-1203-31600	437.50	LEGAL-SA		184	
	0870-801-1203-31600	437.50	LEGAL-SA		184	
						875.00
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL 540 W.GARVEY		185	
						66.06
TOTAL FOR PRINTED WARRANTS						941.06

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013

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TOTAL FOR PREPAID WARRANTS	263.00
TOTAL FOR PRINTED WARRANTS	941.06
TOTAL WARRANTS	1,204.06
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL CHECKS PRINTED	2
TOTAL CHECKS ISSUED	3

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	263.00	503.56	766.56
0870	MERGED CAPITAL PROJECTS	0.00	437.50	437.50
	TOTAL	263.00	941.06	1,204.06

Staff Report City of Monterey Park

September 4, 2013

To: Paul Talbot, City Manager
From: Annie Yaung, CPFO, Controller
Subject: Warrant Register for the City of Monterey Park of September 4, 2013

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

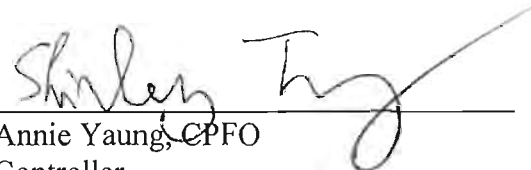
Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 294630-294845.

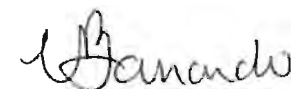
Fiscal Impact

Disbursements from all funds total \$1,553,289.06.

Recommendation

Adopt City Resolutions approving payment of warrants.

for By: 
Annie Yaung, CPFO
Controller

Approval: 
for Paul Talbot
City Manager

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 4TH DAY OF SEPTEMBER 2013
TOTALING \$1,553,289.06 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	\$ 606,232.03
State Gas Tax Fund	26,059.96
Sewer Fund	1,041.45
Refuse Fund	420,632.46
City Shop Fund	20,981.29
General Liability Fund	34,763.80
Technology Internal Service Fund	1,005.11
Payroll Clearing Account	5,083.75
Public Safety Impact Fee	1,189.23
Special Deposits Fund	27,001.62
Business Improvement Area #1	4,725.00
Workers Comp. Fund	6,866.67
Water Fund	179,535.75
Water Treatment Fund	173,585.35
OPA Proposition A	1,444.81
Measure R Fund	733.51
POST	210.53
Home Housing Program	20,522.57
Recreation Fund	5,134.30
Asset Forfeiture	432.37
Construction Agency Fund	7,901.00
CDBG Fund	1,156.39
Beverage Container Recycling	274.00
ELAC Instructional Serv Prog	4,430.24
City/Housing Successor Agency	2,345.87
 TOTAL	 <u>\$ 1,553,289.06</u>

PASSED, APPROVED AND ADOPTED THE 4TH DAY OF SEPTEMBER 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

Vincent D. Chang, City Clerk
City of Monterey Park, California

RESOLUTION NO.

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 4th day of September 2013 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Vincent D. Chang, City Clerk
City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013

4

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCONTEMPS	0010-801-1403-31950	866.78	TEMPORARY STAFFING SERVICES		294631	
	0010-801-1403-31950	740.16	TEMPORARY STAFFING SERVICES		294631	1,606.94
ANTHEM BLUE CROSS	0010-801-5102-12330	7,493.64	9-10/13 MEDICAL INSURANCE		294632	7,493.64
AT & T	0010-801-3112-32050	64.07	PHONE SERVICE		294633	
	0010-801-3114-32050	3.81	PHONE SERVICE		294633	67.88
	0010-801-3113-32050	40.06	PHONE SERVICE		294634	40.06
AT&T	0010-801-1408-32050	1,110.20	INTERNET/PHONE SERVICE		294635	
	0010-801-3112-32050	740.14	INTERNET/PHONE SERVICE		294635	
	0010-801-3201-32050	370.07	INTERNET/PHONE SERVICE		294635	
	0010-801-6001-32050	123.36	INTERNET/PHONE SERVICE		294635	
	0169-801-2201-32050	123.36	INTERNET/PHONE SERVICE		294635	
	0010-801-1404-32050	662.41	INTERNET/PHONE SERVICE		294635	
	0043-801-1404-32050	488.09	INTERNET/PHONE SERVICE		294635	
	0092-801-1404-32050	592.68	INTERNET/PHONE SERVICE		294635	4,210.31
	0010-801-4209-32050	245.96	INTERNET/PHONE SERVICE		294648	
	0010-801-1801-32050	15.12	INTERNET/PHONE SERVICE		294648	
	0092-801-4220-32050	198.97	INTERNET/PHONE SERVICE		294648	
	0092-801-4222-32050	659.89	INTERNET/PHONE SERVICE		294648	
	0010-801-6517-32050	49.94	INTERNET/PHONE SERVICE		294648	
	0022-801-4206-32050	297.46	INTERNET/PHONE SERVICE		294648	
	0109-801-6511-32050	66.80	INTERNET/PHONE SERVICE		294648	
	0010-801-6001-32050	194.05	INTERNET/PHONE SERVICE		294648	
	0010-801-1404-32050	48.76	INTERNET/PHONE SERVICE		294648	
	0010-801-1408-32050	120.22	INTERNET/PHONE SERVICE		294648	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0043-801-1404-32050	25.10	INTERNET/PHONE SERVICE		294648	
	0092-801-1404-32050	30.48	INTERNET/PHONE SERVICE		294648	
	0010-801-3201-32050	938.83	INTERNET/PHONE SERVICE		294648	
	0010-801-1301-32050	14.71	INTERNET/PHONE SERVICE		294648	
	0010-801-3112-32050	3,777.62	INTERNET/PHONE SERVICE		294648	
	0010-801-3113-32050	14.68	INTERNET/PHONE SERVICE		294648	
	0010-801-3114-41100	15.94	INTERNET/PHONE SERVICE		294648	
	0010-801-6502-32050	155.60	INTERNET/PHONE SERVICE		294648	
						6,870.13
VICKIE BANANDO	0010-801-1301-31750	50.00-	VOID CHECK		294233	
						50.00-
BANKCARD CENTER	0010-450-1703-02520	699.00	7/13 STMT-TRAINING		294636	
	0010-801-1101-22670	92.56	7/13 STMT-REFRESHMENTS		294636	
	0010-801-1101-39400	1,734.51	7/13 STMT-ICA CONFERENCE		294636	
	0010-801-1201-39300	79.50	7/13 STMT-FAX SERVICES		294636	
	0010-801-1201-39400	538.97	7/13 STMT-NOTARY RENEWAL		294636	
	0010-801-1801-22670	1,200.00	7/13 STMT-EE LUNCHEON		294636	
	0010-801-1801-34100	400.00	7/13 STMT-JOB ANNOUNCEMENT		294636	
	0010-801-1801-39550	138.20	7/13 STMT-ORAL BOARD		294636	
	0010-801-3101-39250	74.63	7/13 STMT-SUPPLIES		294636	
	0010-801-3103-22310	235.87	7/13 STMT-UNIFORMS		294636	
	0010-801-3201-22670	316.10	7/13 STMT-PLAQUES		294636	
	0010-801-3210-22750	242.23	7/13 STMT-EOC SUPPLIES		294636	
	0010-801-3210-24100	970.44	7/13 STMT-FIRE TOOLS		294636	
	0010-801-3210-39400	378.00	7/13 STMT-EOC AV SUPPLIES		294636	
	0010-801-3230-32050	264.65	7/13 STMT-EOC DIRECT TV		294636	
	0010-801-3230-39400	339.43	7/13 STMT-TRAILER SUPPLIES		294636	
	0010-801-3230-39700	204.96	7/13 STMT-REFRESHMENTS		294636	
	0071-801-3210-24150	998.43	7/13 STMT-EOC AV SUPPLIES		294636	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0092-801-1403-39400	55.00	7/13 STMT-TRAINING		294636	
	0160-801-3101-39400	375.00	7/13 STMT-TRAINING		294636	
	0349-801-3201-39400	982.28	7/13 STMT-EOC AV SUPPLIES		294636	10,319.76
CALIFORNIA FIRE MECHANICS	0010-801-3210-39400	500.00	FIRE TRAINING		294649	500.00
CHARTER COMMUNICATIONS	0010-801-1404-32050	74.04	INTERNET/CABLE SERVICE		294651	
	0010-801-3112-32050	31.36	INTERNET/CABLE SERVICE		294651	
	0043-801-1404-32050	54.55	INTERNET/CABLE SERVICE		294651	
	0092-801-1404-32050	66.24	INTERNET/CABLE SERVICE		294651	
	0092-801-4220-32050	21.34	INTERNET/CABLE SERVICE		294651	247.53
	0010-801-6502-31150	50.27	INTERNET/CABLE SERVICE		294650	
	0010-801-6502-32150	50.27	INTERNET/CABLE SERVICE		294650	100.54
	0010-801-6003-38400	476.80	INTERNET/CABLE SERVICE		294637	476.80
CHEVRON INC	0060-801-4211-22250	1,941.13	7/13-FUEL SERVICE		294638	1,941.13
CITY OF MONTEREY PARK	0010-101	240,000.00	FIRST GENERAL BANK		294630	240,000.00
	0092-450-0092-09000	2,714.00	REFUND-WATER DEPOSIT		294652	
	0092-701-0092-07510	2,193.80-	WATER USAGE		294652	
	0092-701-0092-07510	494.76	REFUND-WATER DEPOSIT		294652	1,014.96
COMPRISE TECHNOLOGIES, INC.	0010-801-6003-38400	2,301.00	LIBRARY-FILTER BOX & LICENSES		294639	2,301.00
CROWNE PLAZA, CONCORD	0136-801-3101-33250	305.28	POLICE POST TRAINING		294653	305.28

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/04/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DHI CONSTRUCTION INC	0152-801-2206-38620	10,170.00	REHAB 919 W MABEL		294654	10,170.00
DOUBLE TREE HOTEL SACRAMENTO	0136-801-3101-33250	288.79-	VOID CHECK		294257	288.79-
EMS PERSONNEL FUND	0010-801-3220-41100	200.00	PARAMEDIC LICENSES-RENEWAL		294655	200.00
GORDON TERMITE CONTROL INC	0092-801-4222-38250	95.00-	VOID CHECK		294507	232.00-
	0092-801-4222-38250	137.00-	VOID CHECK		294507	
	0092-801-4222-38250	95.00	PEST CONTROL		294656	137.00
	0092-801-4222-38250	42.00	PEST CONTROL		294656	
ILLINOIS LIBRARY ASSOCIATION	0010-801-6006-22450	672.14	READING PROGRAM SUPPLIES		294640	732.64
	0010-801-6006-22450	60.50	READING PROGRAM SUPPLIES		294640	
JAMESTOWN DISTRIBUTORS	0010-801-3210-38400	154.92	FIRE SUPPLIES		294657	154.92
KIMTEK CORPORATION	0010-801-5002-88560	3,585.00	FIRE EQUIPMENT	80320	294641	3,585.00
LOS ANGELES COUNTY ASSESSOR	0010-801-1408-38400	329.00	SUPPORT SERVICES FTP UPLOAD		294658	329.00
MAUREEN KANE & ASSOCIATES, INC	0010-801-1301-39400	1,500.00	CITY CLERK-TRAINING		294642	1,500.00
MONTEREY PARK PETTY CASH	0075-450-0075-08550	90.89	PETTY CASH-REFRESHMENTS (TRUST)		294643	
	0075-450-0075-08550	62.73	PETTY CASH-REFRESHMENTS (TRUST)		294643	
	0075-450-0075-08550	95.38	PETTY CASH-REFRESHMENTS (TRUST)		294643	
	0010-801-6505-21350	15.21	PETTY CASH-SUPPLIES		294643	
	0075-450-0075-08550	25.48	PETTY CASH-REFRESHMENTS (TRUST)		294643	
	0010-801-6502-38400	15.15	PETTY CASH-SUPPLIES		294643	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0042-801-4204-22750	36.85	PETTY CASH-REFRESHMENTS (TRUST)		294643	
	0349-801-3201-39400	64.43	PETTY CASH-REFRESHMENTS		294643	
	0880-701-0880-05455	10.19	PETTY CASH-KEYS		294643	
	0092-801-4220-39400	71.37	PETTY CASH-SUPPLIES		294643	
						487.68
	0010-801-6508-22670	10.86	PETTY CASH-SUPPLIES		294659	
	0022-801-4206-39400	12.50	PETTY CASH-TRAINING		294659	
	0092-801-4220-32200	5.80	PETTY CASH-POSTAGE		294659	
	0010-801-6508-22670	14.36	PETTY CASH-REFRESHMENTS		294659	
	0109-801-4201-31960	54.50	PETTY CASH-SUPPLIES		294659	
	0075-450-0075-08550	94.28	PETTY CASH-SUPPLIES (TRUST)		294659	
	0010-801-4212-24100	40.65	PETTY CASH-SUPPLIES		294659	
	0010-801-3210-38400	2.99	PETTY CASH-SUPPLIES		294659	
	0060-801-4211-22250	25.01	PETTY CASH-GASOLINE		294659	
	0010-801-6508-22670	94.39	PETTY CASH-SUPPLIES		294659	
						355.34
NEXTEL COMMUNICATIONS	0010-801-1408-32050	190.34	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-1701-32050	48.27	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-1702-32050	118.80	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-1703-32050	38.59	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-1801-32050	59.09	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-3112-32050	1,603.06	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-3205-32050	71.08	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-4209-32050	404.44	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-4212-32050	334.30	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-6001-32050	54.28	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-6502-32050	134.95	6/12-7/11/12 WIRELESS DATA		294660	
	0010-801-6517-32050	199.76	6/12-7/11/12 WIRELESS DATA		294660	
	0060-801-4211-38400	16.94	6/12-7/11/12 WIRELESS DATA		294660	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEXTEL COMMUNICATIONS	0092-801-4221-32050	88.75	6/12-7/11/12 WIRELESS DATA		294660	
	0092-801-4222-32050	133.54	6/12-7/11/12 WIRELESS DATA		294660	
	0092-801-4223-32050	302.28	6/12-7/11/12 WIRELESS DATA		294660	
	0109-801-6511-31180	239.84	6/12-7/11/12 WIRELESS DATA		294660	
						4,038.31
	0010-801-1408-32050	190.34	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-1701-32050	48.27	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-1702-32050	120.62	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-1703-32050	35.32	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-1801-32050	52.40	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-3112-32050	1,538.60	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-3205-32050	71.08	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-4209-32050	411.12	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-4212-32050	333.31	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-6001-32050	54.28	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-6502-32050	135.09	7/12-8/11/12 WIRELESS DATA		294661	
	0010-801-6517-32050	209.10	7/12-8/11/12 WIRELESS DATA		294661	
	0060-801-4211-38400	17.13	7/12-8/11/12 WIRELESS DATA		294661	
	0092-801-4221-32050	98.92	7/12-8/11/12 WIRELESS DATA		294661	
	0092-801-4222-32050	133.65	7/12-8/11/12 WIRELESS DATA		294661	
	0092-801-4223-32050	214.30	7/12-8/11/12 WIRELESS DATA		294661	
	0109-801-6511-31180	239.29	7/12-8/11/12 WIRELESS DATA		294661	
						3,902.82
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		294662	
						228.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	11.05	POSTAGE		294663	
	0010-801-1403-32200	153.06	POSTAGE		294663	
	0010-801-1406-32200	100.68	POSTAGE		294663	
	0010-801-1407-32200	16.56	POSTAGE		294663	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-1701-32200	120.59	POSTAGE		294663	
	0010-801-1702-32200	84.72	POSTAGE		294663	
	0010-801-1703-32200	21.90	POSTAGE		294663	
	0010-801-1801-32200	14.00	POSTAGE		294663	
	0010-801-3101-32200	12.72	POSTAGE		294663	
	0010-801-3102-32200	16.23	POSTAGE		294663	
	0010-801-3104-32200	3.56	POSTAGE		294663	
	0010-801-3111-32200	1.58	POSTAGE		294663	
	0010-801-3113-32200	25.93	POSTAGE		294663	
	0010-801-3114-32200	37.88	POSTAGE		294663	
	0010-801-3205-32200	47.85	POSTAGE		294663	
	0010-801-3210-32200	1.32	POSTAGE		294663	
	0010-801-3220-32200	6.76	POSTAGE		294663	
	0010-801-4209-32200	6.77	POSTAGE		294663	
	0010-801-6001-32200	45.57	POSTAGE		294663	
	0010-801-6502-32200	108.70	POSTAGE		294663	
	0043-801-1201-32200	5.00	POSTAGE		294663	
	0043-801-4212-32200	11.51	POSTAGE		294663	
	0060-801-4211-32200	0.46	POSTAGE		294663	
	0075-450-0075-09230	55.55	POSTAGE (TRUST)		294663	
	0092-801-4220-32200	18.60	POSTAGE		294663	
						928.55
QUICK CRETE PRODUCTS CORP	0349-801-3201-39400	2,561.50	EOC MONUMENT	80321	294644	
						2,561.50
REGAL ENTERTAINMENT GROUP	0075-450-0075-08370	750.00-	VOID CHECK		294212	
	0010-801-1801-32200	8.00-	VOID CHECK		294212	
						758.00-
	0075-450-0075-08370	750.00	EE SERVICE PROGRAM (TRUST)		294664	
	0010-801-1801-32200	8.00	EE SERVICE PROGRAM		294664	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						758.00
SBC LONG DISTANCE	0010-801-1408-32050	36.25	PHONE SERVICE		294645	
	0010-801-3112-32050	24.17	PHONE SERVICE		294645	
	0010-801-1408-32050	12.09	PHONE SERVICE		294645	
	0010-801-6001-32050	4.03	PHONE SERVICE		294645	
	0169-801-2201-32050	4.03	PHONE SERVICE		294645	
						80.57
SHERATON GRAND HOTEL	0136-801-3101-33250	291.24-	VOID CHECK		293769	
						291.24-
SPRINT CORPORATION	0010-801-3115-38400	1,407.65	POLICE DATA SERVICE	80099	294646	
						1,407.65
THE GAS COMPANY (DBA)	0010-801-3114-36200	53.44	GAS SERVICES		294647	
	0060-801-4211-22250	196.31	GAS SERVICES		294647	
						249.75
VERIZON WIRELESS	0010-801-3220-32050	227.44	WIRELESS DATA SERVICE		294665	
	0349-801-3201-39400	38.01	WIRELESS DATA SERVICE		294665	
	0010-801-3201-32050	36.70	WIRELESS DATA SERVICE		294665	
	0010-801-3210-32050	173.77	WIRELESS DATA SERVICE		294665	
						475.92
	TOTAL FOR PREPAID WARRANTS					308,158.58

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & D TRANSPORTATION LP	0109-801-4201-31950	653.63	CHARTER BUS RECREATION PROGRAM		294666	653.63
A & J PORTABLE RESTROOM INC	0075-450-0075-08915	800.00	FARMERS MARKET RESTROOM(TRUST)		294667	800.00
ACCELA INC	0010-450-1703-02520	20,865.40	BUILDING-SYSTEM MAINTENANCE	80295	294668	80,734.66
	0010-450-1703-02520	59,869.26	BUILDING-SYSTEM MAINTENANCE	80295	294668	
ACCESS POLYGRAPHS, LLC	0010-801-3210-31900	585.00	FIRE POLYGRAPHS SERVICES		294669	585.00
ADMINISTRATIVE FIRE SERVICE	0010-801-3210-39300	50.00	FIRE MEMBERSHIP		294670	75.00
	0010-801-3210-39300	25.00	FIRE MEETING		294670	
ADVANCE PEST TERMITE CONTROL	0010-801-3210-22750	47.00	PEST CONTROL	80220	294671	641.00
	0010-801-3210-22750	35.00	PEST CONTROL	80220	294671	
	0010-801-3210-22750	42.00	PEST CONTROL	80220	294671	
	0010-801-3104-31950	30.00	PEST CONTROL		294671	
	0010-801-3113-38100	39.00	PEST CONTROL	80103	294671	
	0010-801-6502-38250	30.00	PEST CONTROL	80327	294671	
	0010-801-6505-38250	42.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	38.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	42.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	53.00	PEST CONTROL	80327	294671	
	0010-801-6517-38100	47.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	28.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	35.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	39.00	PEST CONTROL	80327	294671	
	0010-801-6502-38250	50.00	PEST CONTROL	80327	294671	
	0010-801-6517-38100	44.00	PEST CONTROL	80327	294671	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROBERTO A AGUIRRE	0075-450-0075-08915	507.50	VOLUNTEER REC SUPPLIES (TRUST)		294672	507.50
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	12,704.90	CITATION PROCESSING		294673	12,704.90
CITY OF ALHAMBRA	0060-801-4211-22250	24.04	CNG FUEL	80006	294674	24.04
ALLIED INTERPRETING SERVICE	0062-801-5101-35650	682.50	CLAIMS SERVICE		294675	
	0062-801-5101-35650	1,157.50	CLAIMS SERVICE		294675	
	0062-801-5101-35650	782.50	CLAIMS SERVICE		294675	
	0062-801-5101-35650	987.00	CLAIMS SERVICE		294675	
						3,609.50
ARC IMAGING RESOURCE - CALIFORNIA	0043-801-4212-38400	192.28	ENGINEERING PRINTER	80056	294676	192.28
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	245.80	CONCRETE	80118	294677	
	0010-801-4202-22400	218.55	CONCRETE	80118	294677	
						464.35
ATHENS SERVICES	0010-801-4205-41200	25,750.00	STREET SWEEPING	80115	294678	
	0022-801-4205-41200	25,750.00	STREET SWEEPING		294678	
						51,500.00
	0043-801-4208-41200	408,492.05	REFUSE COLLECTION		294679	
						408,492.05
AVILA III ELECTRIC	0010-801-4210-38100	792.00	ELECTRICAL SERVICES		294680	
	0010-801-4210-38100	514.00	ELECTRICAL SERVICES		294680	
	0010-801-4210-38100	280.00	ELECTRICAL SERVICES		294680	
						1,586.00
B A B STEERING HYDRAULICS, INC	0060-801-4211-38400	200.34	FLEET REPAIR UNIT 949	80001	294681	200.34
B W GRAPHICS	0010-801-6001-39250	32.70	BUSINESS CARDS-B MORIN		294682	
	0010-801-6001-39250	34.88	BUSINESS CARDS-Y SKAWARATANI		294682	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
B W GRAPHICS	0010-801-3104-39250	37.06	BUSINESS CARDS-C MAZELIN		294682	
	0010-801-3104-39250	37.06	BUSINESS CARDS-B HUNG		294682	
	0010-801-3104-39250	39.24	BUSINESS CARDS-B CUEVAS		294682	
	0010-801-1301-39250	30.52	BUSINESS CARDS-CITY CLERKS		294682	
	0010-801-3104-39250	34.88	BUSINESS CARDS-R SEMERENA		294682	
	0010-801-3104-39250	37.06	BUSINESS CARDS-J FRESCAS		294682	
	0010-801-3103-39250	37.06	BUSINESS CARDS-D SALAZAR		294682	
						320.46
BATTERY SYSTEMS, INC	0060-801-4211-23500	167.06	FLEET SUPPLIES	80002	294683	
						167.06
BRADY,VORWERCK,RYDER & CASPINO	0062-801-5101-31600	2,551.32	CLAIM SERVICE-J BARRAGAN		294684	
						2,551.32
BUSY BEE MESSENGER SERVICE INC	0010-801-1301-31750	260.00	MESSENGER SERVICE		294685	
						260.00
C.E.G. INVESTIGATIONS	0010-701-0010-06240	186.06	FIRE PREVENTION HEARINGS		294686	
						186.06
CAAD LLC	0092-801-4220-37500	647.40	WATER BILL MAILING SERVICE		294687	
						647.40
CALOX, INC	0010-801-3210-22750	52.00	FIRE MEDICAL SUPPLIES	80226	294688	
	0010-801-3210-22750	29.75	FIRE MEDICAL SUPPLIES	80226	294688	
	0010-801-3210-22750	21.25	FIRE MEDICAL SUPPLIES	80226	294688	
						103.00
CANON SOLUTIONS AMERICA, INC	0092-801-4220-37500	25.87	COPIER MAINTENANCE		294689	
	0010-801-1407-38400	165.04	COPIER MAINTENANCE	80273	294689	
	0010-801-1801-39250	165.04	COPIER MAINTENANCE	80273	294689	
	0010-801-6502-38400	165.05	COPIER MAINTENANCE	80273	294689	
	0010-801-6502-39250	256.65	COPIER MAINTENANCE		294689	
	0010-850-1403-38400	296.45	COPIER MAINTENANCE		294689	
	0060-801-4211-38400	25.27	COPIER MAINTENANCE	80005	294689	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,099.37
CARL WARREN & COMPANY	0062-801-5101-35600	360.00	LIABILITY CLAIM-ADMIN FEE		294690	
	0062-801-5101-35600	268.61	LIABILITY CLAIM-J BARRAGAN		294690	
	0062-801-5101-35600	204.77	LIABILITY CLAIM-T VERA-RIGO		294690	
	0062-801-5101-35600	1,546.55	LIABILITY CLAIM-Z XU		294690	
	0062-801-5101-35600	632.87	LIABILITY CLAIM-L VALENZUELA		294690	
	0062-801-5101-35600	425.51	LIABILITY CLAIM-V PARNASS		294690	
						3,438.31
CBJY GROUP INC	0010-701-0010-02010	239.75	REFUND BUSINESS LICENSE		294691	
						239.75
ANNIE CHHOR	0010-701-0010-07430	15.49	REFUND BOOK		294692	
						15.49
CINTAS CORPORATION	0092-801-4221-22310	63.77	WATER UNIFORMS		294693	
	0092-801-4222-22310	121.18	WATER UNIFORMS		294693	
	0092-801-4223-22310	106.23	WATER UNIFORMS		294693	
	0092-801-4221-22310	58.89	WATER UNIFORMS		294693	
	0092-801-4222-22310	111.26	WATER UNIFORMS		294693	
	0092-801-4223-22310	109.53	WATER UNIFORMS		294693	
	0092-801-4221-22310	57.39	WATER UNIFORMS		294693	
	0092-801-4222-22310	109.76	WATER UNIFORMS		294693	
	0092-801-4223-22310	108.03	WATER UNIFORMS		294693	
	0010-801-6001-38400	95.43	LIBRARY MATS		294693	
						941.47
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,783.49	PARKING CITATIONS SERVICE		294694	
						3,783.49
CLEANCIERGE INC.	0010-801-3210-39050	330.34	FIRE UNIFORM CLEANING		294695	
	0010-801-3210-39050	394.02	FIRE UNIFORM CLEANING		294695	
						724.36
CLINICAL LABORATORY OF	0093-801-4228-31950	18.50	WATER ANALYSIS	80344	294696	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4228-31950	92.50	WATER ANALYSIS	80344	294696	
	0093-801-4228-31950	18.50	WATER ANALYSIS	80344	294696	
	0093-801-4232-31950	37.00	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4228-31950	342.25	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	108.23	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	10.18	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	108.23	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	10.18	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	176.22	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	10.18	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	108.23	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	10.18	WATER ANALYSIS	80344	294696	
	0092-801-4222-31950	877.83	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	248.83	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	1,766.75	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	231.25	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	40.70	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	248.83	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	248.83	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	248.83	WATER ANALYSIS	80344	294696	
	0093-801-4227-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	794.58	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	1,201.58	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	231.25	WATER ANALYSIS	80344	294696	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4230-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	563.33	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	447.70	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	40.70	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	346.88	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	447.70	WATER ANALYSIS	80344	294696	
	0093-801-4230-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4231-31950	727.98	WATER ANALYSIS	80344	294696	
	0093-801-4231-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	757.58	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	757.58	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	40.70	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	30.53	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	1,695.53	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	757.58	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	30.53	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	30.53	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	20.35	WATER ANALYSIS	80344	294696	
	0093-801-4226-31950	2,811.08	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	40.70	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	30.53	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	30.53	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	1,695.53	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	30.53	WATER ANALYSIS	80344	294696	

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CLINICAL LABORATORY OF	0093-801-4229-31950	30.53	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	1,695.53	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	10.18	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	1,695.53	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	2,142.30	WATER ANALYSIS	80344	294696	
	0093-801-4229-31950	1,156.63	WATER ANALYSIS	80344	294696	
						25,437.68
COME LAND MAINTENANCE COMPANY	0010-801-6502-38250	373.00	JANITORIAL SERVICE	80302	294697	
	0010-801-6502-38250	1,146.00	JANITORIAL SERVICE	80281	294697	
	0010-801-6502-38250	50.00	JANITORIAL SERVICE	80298	294697	
	0010-801-6505-38250	4,190.00	JANITORIAL SERVICE	80283	294697	
	0010-801-6505-38250	4,190.00	JANITORIAL SERVICE	80283	294697	
	0010-801-6502-38250	373.00	JANITORIAL SERVICE	80302	294697	
	0010-801-6502-38250	400.00	JANITORIAL SERVICE	80282	294697	
	0010-801-6502-38250	1,146.00	JANITORIAL SERVICE	80281	294697	
	0010-801-6502-38250	400.00	JANITORIAL SERVICE	80282	294697	
	0010-801-6502-38250	50.00	JANITORIAL SERVICE	80298	294697	
	0010-801-6502-38250	605.00	JANITORIAL SERVICE	80297	294697	
	0010-801-3113-38250	1,958.33	JANITORIAL SERVICE	80113	294697	
	0010-801-6517-38250	75.00	JANITORIAL SERVICE	80063	294697	
						14,956.33
COPWARE INC	0010-801-3115-24150	700.00	POLICE-LEGAL SOURCE BOOK		294698	
						700.00
CORVEL ENTERPRISE COMP INC	0080-801-8301-20000	6,866.67	WORKER'S COMP ADMIN FEE		294699	
						6,866.67
CPS HUMAN RESOURCE SERVICES (DBA)	0010-801-1801-31950	511.50	RECRUITMENT SERVICES		294700	
						511.50

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CROWNE PLAZA, CONCORD	0136-801-3101-33250	305.28	POLICE POST TRAINING		294701	305.28
BILL CUEVAS	0136-801-3101-33250	30.00	POLICE POST TRAINING		294702	30.00
D & R OFFICE WORKS INC	0010-801-3210-39400	1,144.50	FIRE LATERAL FILES		294703	
	0349-801-3201-39400	784.02	FIRE EOC STOOLS		294703	1,928.52
DAILY JOURNAL CORPORATION	0010-801-1301-34050	714.00	LEGAL NOTICE	80291	294704	
	0043-801-1301-34050	117.60	LEGAL NOTICE	80291	294704	
	0010-801-1301-34050	281.40	LEGAL NOTICE	80291	294704	
	0092-801-1301-34050	688.80	LEGAL NOTICE	80291	294704	1,801.80
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	401.66	LEGAL FEES	80211	294705	401.66
DATA WEST CORPORATION	0092-801-4223-38400	1,210.00	SYSTEM SUPPORT	80263	294706	1,210.00
DAVE BANG ASSOC., INC.	0075-450-0075-08915	3,140.70	PARKS SUPPLIES (TRUST)		294707	3,140.70
DELL MARKETING LP	0010-850-1404-22750	1,244.03	COMPUTER/SUPPLIES		294708	1,244.03
LI ADAM DENG	0010-801-3101-11450	45.00	POLICE COURT TIME		294709	45.00
DEPARTMENT OF JUSTICE	0010-801-1801-39550	192.00	FINGERPRINT PROCESSING		294710	192.00
DEPT. OF INDUSTRIAL RELATIONS (ACCC	0010-801-4210-38400	225.00	ELEVATOR INSPECTION		294711	
	0010-801-4210-38400	225.00	ELEVATOR INSPECTION		294711	450.00
DIAZ LANDSCAPE & NURSERY	0152-701-0152-05454	180.00	LANDSCAPE SERVICE		294712	

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DIAZ LANDSCAPE & NURSERY	0880-701-0880-05454	20.00	LANDSCAPE SERVICE		294712	
	0152-701-0152-05451	64.80	LANDSCAPE SERVICE		294712	
	0880-701-0880-05451	95.20	LANDSCAPE SERVICE		294712	
	0152-701-0152-05453	120.00	LANDSCAPE SERVICE		294712	
	0152-701-0152-05452	150.40	LANDSCAPE SERVICE		294712	
	0880-701-0880-05452	9.60	LANDSCAPE SERVICE		294712	
	0152-701-0152-05455	142.12	LANDSCAPE SERVICE		294712	
	0880-701-0880-05455	605.88	LANDSCAPE SERVICE		294712	
						1,388.00
DISIGN STUDIOS	0214-801-4208-31950	274.00	E-WASTE FLYER		294713	
						274.00
DOORS & SPECIALTIES CO. (DBA)	0010-801-4210-38100	943.40	REPAIR DOORS AT CITY HALL		294714	
						943.40
EDWARD I. SIMPSON	0010-801-6505-23910	200.00	VOLUNTEER RECOG PERFORMER		294715	
						200.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22150	1,001.27	JANITORIAL SUPPLIES	80249	294716	
	0010-801-3210-22150	981.57	JANITORIAL SUPPLIES	80249	294716	
	0010-801-3210-22150	23.38	JANITORIAL SUPPLIES	80249	294716	
	0010-801-6503-22150	624.15	JANITORIAL SUPPLIES	80280	294716	
	0010-801-6001-22150	413.31	JANITORIAL SUPPLIES		294716	
	0010-801-6001-22150	174.18	JANITORIAL SUPPLIES		294716	
	0010-801-6001-22150	632.88	JANITORIAL SUPPLIES		294716	
						3,850.74
GLORIA ENRIQUEZ	0075-450-0075-08520	174.65	CINCO DE MAYO SUPPLIES (TRUST)		294717	
						174.65
ENTENMANN-ROVIN COMPANY (DBA)	0010-801-3103-22750	37.61	BADGE(S)		294718	
	0010-801-3103-22750	104.09	BADGE(S)		294718	
						141.70
ESI ACQUISITION, INC.	0010-801-3230-24150	9,000.00	FIRE-EOC SOFTWARE SUPPORT	80229	294719	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						9,000.00
FEDERAL EXPRESS CORP.	0010-801-1801-32200	25.70	DELIVERY SERVICE		294720	
	0010-801-1403-32200	50.76	DELIVERY SERVICE		294720	
	0010-801-1801-32200	111.87	DELIVERY SERVICE		294720	
						188.33
FEDEX KINKO'S OFFICE AND	0043-850-1403-39250	1,456.91	ADOPTED BUDGET BOOKS & CDS		294721	
	0092-850-1403-39250	1,456.91	ADOPTED BUDGET BOOKS & CDS		294721	
						2,913.82
SHANNON FILES	0010-801-3210-38400	145.13	FIRE SUPPLIES		294722	
						145.13
FRED PRYOR SEMINARS	0060-801-4211-38400	199.00	FLEET TRAINING		294723	
						199.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	907.97	WATER CHEMICAL	80170	294724	
						907.97
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		294725	
						24.00
GEORGE G BOGHOSSIAN & ASSO INC	0161-450-4212-06700	4,596.00	PLAN CHECK SERVICES		294726	
						4,596.00
GILBARCO INC.	0060-801-4211-31950	154.78	FLEET TECH SERVICE RENEWAL		294727	
						154.78
STEPHEN GIOVANAZZI	0010-801-3103-22310	166.11	POLICE UNIFORM		294728	
						166.11
GOVCONNECTION INC	0092-801-1406-24150	253.96	PRINTER SUPPLIES		294729	
	0063-850-5002-99055	482.67	NETWORK EQUIPMENT UPGRADE		294729	
	0063-850-5002-99055	471.21	NETWORK EQUIPMENT UPGRADE		294729	
	0063-850-5002-99055	31.72	NETWORK EQUIPMENT UPGRADE		294729	
	0063-850-5002-99055	19.51	NETWORK EQUIPMENT UPGRADE		294729	
	0010-850-1403-38400	325.91	PRINTER MAINTENANCE KIT		294729	
	0043-850-1404-31700	346.41	PRINTER SERVICE PLAN		294729	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,931.39
GRAINGER	0092-801-4222-23400	68.77	ELECTRICAL SUPPLIES	80167	294730	68.77
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	90.07	FLEET PARTS UNIT 049	80014	294731	
	0060-801-4211-23500	3.79	FLEET PARTS UNIT 049	80014	294731	93.86
HAAKER EQUIPMENT COMPANY	0060-801-4211-38400	729.79	FLEET PARTS UNIT 906		294732	729.79
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23300	216.23	PLUMBING SUPPLIES	80162	294733	216.23
HDL COREN & CONE	0010-801-1403-31400	4,200.00	AUDIT SERVICES-PROPERTY TAX	80334	294734	4,200.00
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	111.00	PRE-EMPLOYMENT PHYSICALS		294735	111.00
HERITAGE OPERATING LP (DBA) PROFLAM	0060-801-4211-22250	94.20	FLEET PROPANE	80038	294736	94.20
HERNANDEZ FLOOR COVERING	0010-801-4210-38100	675.00	FLOOR REPAIR		294737	675.00
BENANCIO HERRERA JR.	0075-450-0075-08550	204.76	LANGLEY SUPPLIES (TRUST)		294738	204.76
VERONICA HERRERA	0010-801-3112-22310	163.83	POLICE UNIFORM		294739	163.83
HINDERLITER, DE LLAMAS & ASSOC.	0010-801-1403-31400	1,050.00	CONTRACT SERVICES-SALES TAX	80317	294740	
	0010-701-0010-01500	193.87	CONTRACT SERVICES-SALES TAX		294740	1,243.87
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	147.78	HARDWARE SUPPLIES	80133	294741	
	0010-801-4210-23400	150.96	HARDWARE SUPPLIES	80133	294741	
	0092-801-4222-38100	498.75	HARDWARE SUPPLIES	80161	294741	

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HOME DEPOT CREDIT SERVICES	0010-801-3210-38400	117.86	HARDWARE SUPPLIES	80233	294741	
	0010-801-3210-38400	13.04	HARDWARE SUPPLIES	80233	294741	
	0010-801-3210-38400	14.51	HARDWARE SUPPLIES	80233	294741	
	0010-801-3210-38400	67.90	HARDWARE SUPPLIES	80233	294741	
	0010-801-3210-38400	123.29	HARDWARE SUPPLIES	80233	294741	
	0010-801-3210-38400	4.67	HARDWARE SUPPLIES	80233	294741	
	0010-801-6503-38200	99.63	HARDWARE SUPPLIES	80328	294741	
	0060-801-4211-23500	181.50	HARDWARE SUPPLIES	80017	294741	1,419.89
HOUSE OF PRINTING	0010-801-1101-39250	71.76	BUSINESS CARDS		294742	71.76
INDUSTRIAL PIPE & STEEL	0110-801-4202-23600	643.51	PUBLIC WORKS SUPPLIES		294743	643.51
INNOVATIVE INTERFACES, INC.	0010-801-6003-38400	35,076.00	LIBRARY CATALOG MAINTENANCE	80311	294744	
	0075-450-0075-08260	7,500.00	LIBRARY SERVER UPGRADE (TRUST)	80311	294744	42,576.00
INTERSTATE ALL BATTERY CENTER	0010-801-3103-22750	258.98	BATTERIES		294745	258.98
IRON MOUNTAIN OFF-SITE DATA	0043-850-1404-31700	331.55	COMPUTER TAPE STORAGE		294746	331.55
J.S.A. ELECTRICAL SERVICES INC.	0010-801-4210-38100	922.85	BUILDING-ELECTRICAL REPAIR		294747	922.85
JENKINS & HOGIN, LLP	0880-801-2207-31600	1,375.00	LEGAL-HOUSING		294748	1,375.00
JHM SUPPLY INC	0010-801-6517-23300	103.29	PARKS SUPPLIES	80072	294749	
	0010-801-6517-23300	94.17	PARKS SUPPLIES	80072	294749	197.46
JWA URBAN CONSULTANTS INC	0169-801-2201-31850	1,029.00	CDBG CONSULTING	80314	294750	
	0152-801-2206-31850	8,858.25	HOME CONSULTING	80314	294750	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						9,887.25
K Y SMOG AND TEST ONLY	0060-801-4211-38400	45.00	SMOG CHECK UNIT 865	80323	294751	
	0060-801-4211-38400	45.00	SMOG CHECK UNIT 974	80323	294751	
	0060-801-4211-38400	45.00	SMOG CHECK	80323	294751	
	0060-801-4211-38400	45.00	SMOG CHECK	80323	294751	
						180.00
RICHARD KAGEYAMA	0159-801-6507-31910	495.00	INSTRUCTOR-RECREATION CLASS		294752	
						495.00
ERIC KIM	0010-801-3103-22310	329.17	POLICE REIMBURSE UNIFORMS		294753	
						329.17
KNIGHT COMMUNICATIONS INC	0010-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	80087	294754	
						10,250.00
KONICA MINOLTA BUS SOLUTIONS	0010-801-6001-21350	259.46	EQUIPMENT MAINTENANCE		294755	
						259.46
LANGUAGE LINE SERVICES	0010-801-3112-32050	17.86	TRANSLATION SERVICES		294756	
						17.86
LAWN MOWER CORNER/KNG POWER EQUIPME	0092-801-4222-38400	35.00	WATER TOOLS		294757	
	0010-801-4203-22750	174.37	STREET SUPPLIES	80135	294757	
	0042-801-4204-22750	104.60	STREET SUPPLIES	80135	294757	
	0010-801-4202-23950	307.31	STREET SUPPLIES	80135	294757	
	0010-801-4203-23300	348.80	STREET SUPPLIES	80135	294757	
						970.08
LEAD TECH ENVIRONMENTAL, INC.	0152-801-2206-38650	837.00	LEAD TESTING-1592 S GRANDRIDGE		294758	
						837.00
CHIU SANG LEE	0159-801-6507-31910	42.00	INSTRUCTOR-RECREATION CLASS		294759	
						42.00
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	450.00	FIRE PLAN CHECK	80058	294760	
	0010-701-0010-06330	637.50	FIRE PLAN CHECK	80058	294760	
	0010-701-0010-06330	900.00	FIRE PLAN CHECK	80058	294760	

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LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	1,275.00	FIRE PLAN CHECK	80058	294760	3,262.50
LIFE-ASSIST INC	0010-801-3220-24200	659.19	FIRE MEDICAL SUPPLIES	80250	294761	
	0010-801-3220-24200	1,381.62	FIRE MEDICAL SUPPLIES	80250	294761	
	0010-801-3220-22350	104.70	FIRE MEDICAL SUPPLIES	80250	294761	
	0010-801-3220-22350	272.00	FIRE MEDICAL SUPPLIES	80250	294761	
	0010-801-3220-22350	802.59	FIRE MEDICAL SUPPLIES	80250	294761	3,220.10
NICHOLAS LIMA	0010-801-3210-24300	117.67	REIMBURSE-FIRE-SUPPLIES		294762	117.67
MAIN SAN GABRIEL BASIN	0092-801-4220-22900	150,611.35	WATER ASSESSMENTS 2012-13		294763	150,611.35
MANNING & KASS, ELLROD, RAMIREZ, TR	0062-801-5101-31600	20,657.52	LEGAL SERVICES-Z.XU		294764	20,657.52
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	130.00	LANDSCAPING MAINTENANCE		294765	
	0092-801-4222-38500	135.00	LANDSCAPING MAINTENANCE		294765	
	0092-801-4222-38500	2,000.00	LANDSCAPING MAINTENANCE	80292	294765	2,265.00
JOHN MARTINDALE	0136-801-3101-33250	150.00	POLICE POST TRAINING		294766	150.00
MATT CHLOR INC.	0092-801-4222-38200	481.49	WATER CHEMICAL SUPPLIES	80154	294767	481.49
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	56.31	WATER SUPPLIES	80156	294768	56.31
MCNEILL SOUND & SECURITY	0092-801-4222-38420	920.00	CITY YARD SECURITY SYSTEM	80299	294769	
	0092-801-4222-38420	575.00	CITY YARD SECURITY SYSTEM	80299	294769	1,495.00
METROPOLITAN WATER DISTRICT	0010-701-0010-07530	2,063.00	LEASE-GARVEY RESERVOIR		294770	

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						2,063.00
MISSION SUPER HARDWARE	0010-801-6517-23050	10.30	HARDWARE SUPPLIES	80076	294771	
	0010-801-3210-38400	100.21	HARDWARE SUPPLIES	80248	294771	
	0010-801-3210-38400	86.27	HARDWARE SUPPLIES	80248	294771	
						196.78
MOBILE VISION IN CAR VIDEO	0010-801-3103-38400	23,058.00	POLICE RADIO SERVICE	80094	294772	
	0010-801-3103-38400	309.25	POLICE SUPPLIES		294772	
						23,367.25
MONOPRICE, INC	0010-801-3114-21350	324.83	COMPUTER SUPPLIES	80095	294773	
						324.83
MR. ROOTER PLUMBING (DBA)	0010-801-6503-38100	516.00	PLUMBING SERVICES		294774	
	0010-801-6503-38100	955.00	PLUMBING SERVICES		294774	
						1,471.00
NAVARRO'S TOWING	0060-801-4211-38400	75.00	TOWING SERVICES	80030	294775	
						75.00
NED R HEALY & CO	0060-801-4211-23500	118.80	FLEET SUPPLIES	80031	294776	
	0060-801-4211-23500	222.53	FLEET SUPPLIES	80031	294776	
						341.33
NORMAN SCHALL & ASSOCIATES	0062-801-5101-35650	672.90	CLAIM EXPENSE-Z YANG		294777	
	0062-801-5101-35650	1,013.50	CLAIM EXPENSE-MANDARIN		294777	
	0062-801-5101-35650	555.75	CLAIM EXPENSE-D MA		294777	
	0062-801-5101-35650	354.50	CLAIM EXPENSE-S WANG		294777	
	0062-801-5101-35650	493.50	CLAIM EXPENSE-P CHEN		294777	
	0062-801-5101-35650	323.30	CLAIM EXPENSE-S ZHANG		294777	
	0062-801-5101-35650	1,093.70	CLAIM EXPENSE-F XU		294777	
						4,507.15
NORTHROP GRUMMAN	0092-801-4221-38400	3,595.00	WATER METER READERS MAINTENANC	80341	294778	
						3,595.00
O'REILLY AUTO PARTS	0010-801-3210-38400	105.68	FIRE SUPPLIES		294779	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						105.68
OCLC, INC	0010-801-6003-31700	900.41	LIBRARY CATALOGING SERVICE		294780	
						900.41
OFFICE DEPOT INC.	0092-801-4223-21350	328.64	OFFICE SUPPLIES	80197	294781	
	0010-801-6502-21350	35.90	OFFICE SUPPLIES	80324	294781	
	0010-801-6502-21350	15.36	OFFICE SUPPLIES	80324	294781	
	0010-801-6505-21350	43.72	OFFICE SUPPLIES	80324	294781	
	0010-801-6505-21350	22.08	OFFICE SUPPLIES	80324	294781	
	0010-801-6502-21250	199.06	OFFICE SUPPLIES	80324	294781	
	0010-801-6505-21350	238.15	OFFICE SUPPLIES	80324	294781	
	0010-801-6502-21350	90.70	OFFICE SUPPLIES	80324	294781	
	0010-801-6502-21350	5.43	OFFICE SUPPLIES	80324	294781	
	0010-801-1407-21250	52.49	OFFICE SUPPLIES		294781	
	0010-801-6505-21350	52.49	OFFICE SUPPLIES		294781	
	0010-801-1801-21250	52.50	OFFICE SUPPLIES		294781	
	0092-801-4222-24150	124.37	OFFICE SUPPLIES	80197	294781	
	0092-801-4222-24150	21.95	OFFICE SUPPLIES	80197	294781	
	0092-801-4222-24150	18.48	OFFICE SUPPLIES	80197	294781	
	0092-801-4222-21350	580.45	OFFICE SUPPLIES	80197	294781	
	0010-801-3210-21250	49.87	OFFICE SUPPLIES	80251	294781	
	0010-801-3114-21350	504.51	OFFICE SUPPLIES	80097	294781	
	0043-801-4212-21250	90.38	OFFICE SUPPLIES	80055	294781	
	0043-801-4212-21250	27.77	OFFICE SUPPLIES	80055	294781	
	0043-801-4212-21250	181.92	OFFICE SUPPLIES	80055	294781	
	0043-801-4212-21250	35.10	OFFICE SUPPLIES	80055	294781	
	0043-801-4212-21250	30.57	OFFICE SUPPLIES	80055	294781	
	0043-801-4212-21250	33.17	OFFICE SUPPLIES	80055	294781	
	0010-801-6001-21350	25.60	OFFICE SUPPLIES		294781	
	0010-801-6001-21350	45.58	OFFICE SUPPLIES		294781	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-1101-21250	8.26	OFFICE SUPPLIES		294781	
	0010-801-1101-21250	20.03	OFFICE SUPPLIES		294781	
	0010-801-1101-21250	80.37	OFFICE SUPPLIES		294781	
	0010-801-1704-21250	59.30	OFFICE SUPPLIES		294781	
	0010-801-1704-21250	24.41	OFFICE SUPPLIES		294781	
						3,098.61
OFFICE SOLUTIONS	0010-801-1403-21350	856.67	OFFICE SUPPLIES	80318	294782	
	0010-801-1301-21250	91.75	OFFICE SUPPLIES		294782	
	0010-801-1406-22750	33.42	OFFICE SUPPLIES	80265	294782	
						981.84
PBS ENGINEERS, INC.	0010-701-0010-06100	1,905.00	PLAN CHECK SERVICE	80052	294783	
	0010-701-0010-06100	1,245.00	PLAN CHECK SERVICE	80052	294783	
						3,150.00
PHENIX ENTERPRISES INC	0092-850-4211-54100	462.51	FLEET CONVERSION UNIT 088		294784	
						462.51
PHOENIX CIVIL ENGINEERING, INC.	0042-801-4204-31950	900.00	WASTE WATER MASTER PLAN	80293	294785	
						900.00
PIRTEK COMMERCE SOUTH (DBA)	0060-801-4211-38400	111.30	FLEET PARTS	80036	294786	
						111.30
THE PLANNING CENTER	0075-450-0075-08862	4,735.00	MARKET PLACE (TRUST)		294787	
	0075-450-0075-08862	3,665.30	MARKET PLACE (TRUST)		294787	
						8,400.30
PRERERRED AUTO GLASS	0060-801-4211-38400	224.64	FLEET REPAIR UNIT 932	80037	294788	
						224.64
PROMINENT SYSTEMS, INC	0093-801-4230-23300	133,053.00	WELLS CARBON CHANGE OUT	80343	294789	
						133,053.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	294790	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	294790	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	294790	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRUDENTIAL OVERALL SUPPLY	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	294790	
	0060-801-4211-22300	28.65	FLEET UNIFORMS	80039	294790	
	0060-801-4211-22300	28.65	FLEET UNIFORMS	80039	294790	147.86
PVP COMMUNICATIONS INC	0010-801-3112-38400	103.18	POLICE-RADIO EQUIPMENT REPAIR		294791	103.18
QUILL CORPORATION	0010-801-3205-21350	16.75	OFFICE SUPPLIES		294792	16.75
R C FOSTER CORPORATION	0093-801-4230-23300	9,463.23	DELTA PLANT PRE FILTER INSTALL	80169	294793	9,463.23
RAMONA PROPERTY MANAGERS, INC	0880-801-2207-31950	140.00	TENANTS SERVICES-325B POMONA	80313	294794	
	0880-801-2207-31950	90.00	TENANTS SERVICES-341A POMONA	80313	294794	230.00
RED DOG DESIGN	0010-801-3201-22670	270.50	FIRE PROMOTIONAL ITEMS		294795	
	0010-801-3210-22670	507.19	FIRE PROMOTIONAL ITEMS		294795	777.69
RED WING SHOE STORES	0092-801-4221-22300	108.38	SAFETY BOOTS-D VERA		294796	108.38
RENT-A-TOOL	0110-801-4202-23600	90.00	STREET TOOLS		294797	90.00
REYES ATHLETICS	0109-801-6511-22750	190.75	DIAL A RIDE POLO SHIRTS		294798	190.75
JAMES ROJAS	0075-450-0075-08620	300.00	TRANSPORTATION MODEL (TRUST)		294799	300.00
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	1,137.21	MOTOR OIL	80041	294800	1,137.21
ROYAL WHOLESALE ELECTRIC	0093-801-4229-23300	1,040.95	WELL ELECTRICITY PARTS	80192	294801	1,040.95

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
S & J SUPPLY CO.	0093-801-4226-23300	445.64	WATER SUPPLIES	80194	294802	
	0093-801-4226-23300	893.25	WATER SUPPLIES	80194	294802	1,338.89
S C FUELS (DBA)	0060-801-4211-22250	13,554.52	FUEL 8/13	80042	294803	13,554.52
SEA CLEAR POOLS INC	0010-801-6503-38200	490.06	POOL SERVICES	80278	294804	490.06
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	128.75	PLUMBING SUPPLIES	80195	294805	128.75
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE	80098	294806	682.00
SNAP-ON INDUSTRIAL, A DIVISION OF 1	0060-801-4211-38400	141.45	FLEET TOOLS	80043	294807	
	0060-801-4211-38400	61.79	FLEET TOOLS	80043	294807	203.24
SOCAFPO-ANNUAL RENEWAL	0010-801-3205-39300	55.00	FIRE-MEMBERSHIP		294808	
	0010-801-3205-39300	55.00	FIRE-MEMBERSHIP		294808	110.00
SOUTHEAST CONSTRUCTION PRODUCT	0092-801-4222-38100	67.39	STREET SUPPLIES		294809	
	0092-801-4222-38100	11.56-	STREET SUPPLIES-CREDIT		294809	55.83
SOUTHERN CALIFORNIA LIBRARY COOPER	0010-801-6001-39300	3,151.00	LIBRARY MEMBERSHIP	80296	294810	3,151.00
THE STANDARD INSURANCE CO.	0065-464	589.16	EXECUTIVE PREMIUM		294811	589.16
THE STANDARD	0065-464	4,494.59	LTD INSURANCE		294812	4,494.59
STEIMEL CONSTRUCTION	0075-450-0075-08915	5,260.00	BETH RYAN PARK MONUMENT (TRUST)		294813	5,260.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LEANE SUMIMOTO	0159-801-6507-31910	127.50	INSTRUCTOR-RECREATION CLASS		294814	127.50
SUNTEK ELECTRIC INC	0010-801-4210-38100	2,130.00	ELECTRICAL SERVICES	80340	294815	8,117.50
	0010-801-4210-38100	430.00	ELECTRICAL SERVICES	80340	294815	
	0010-801-4210-38100	1,137.50	ELECTRICAL SERVICES	80340	294815	
	0010-801-4210-38100	2,300.00	ELECTRICAL SERVICES	80340	294815	
	0010-801-4210-38100	2,120.00	ELECTRICAL SERVICES	80340	294815	
SUPERCO SPECIALTY PRODUCTS (DBA)	0010-801-4202-23950	402.98	PUBLIC WORKS SUPPLIES		294816	402.98
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	125.00	DESIGNATED OPERATOR SERVICES	80044	294817	250.00
	0060-801-4211-31950	125.00	DESIGNATED OPERATOR SERVICES	80044	294817	
THE CHRYSALIS CENTER	0077-801-1111-31950	4,725.00	BID MAINTENANCE	80305	294818	4,725.00
TNT WINDOW TINTING (DBA)	0010-801-3104-38400	175.00	FLEET UNIT 033		294819	235.00
	0010-801-3104-23500	60.00	FLEET UNIT 078		294819	
TOM'S CLOTHING & UNIFORMS INC	0010-801-3113-22310	317.84	UNIFORM-C MAZELIN	80101	294820	235.00
	0010-801-3101-22320	57.88	UNIFORM-F ACOSTA	80101	294820	
	0010-801-3101-22320	69.66	UNIFORM-A DENG	80101	294820	
	0010-801-3101-22320	95.16	UNIFORM-C MIRELES	80101	294820	
	0010-801-3111-22310	171.68	UNIFORM-W ESTRADA	80101	294820	
	0071-801-3120-22310	190.80	UNIFORM-J MARTINDALE	80101	294820	
	0010-801-3102-22310	19.33	UNIFORM-R BARRERA	80101	294820	
	0010-801-3102-22310	27.95	UNIFORM-B PFLUGHOF	80101	294820	
	0075-450-0075-08420	289.40	UNIFORM-EXPLORER (TRUST)		294820	
	0010-801-3104-22310	146.17	UNIFORM-F DUKE	80101	294820	
	0010-801-3104-22310	93.68	UNIFORM-J FRESCAS	80101	294820	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3104-22310	117.66	UNIFORM-J FRESCAS	80101	294820	
	0010-801-3104-22310	54.94	UNIFORM-A GUEVARA	80101	294820	
	0010-801-3104-22310	591.16	UNIFORM-G JIMENEZ	80101	294820	
	0010-801-3104-22310	109.87	UNIFORM-R MINOR	80101	294820	
	0010-801-3104-22310	8.83	UNIFORM-R SEMERENA	80101	294820	
	0010-801-3104-22310	116.74	UNIFORM-R SEMERENA	80101	294820	
	0010-801-3210-22310	234.35	UNIFORM-R OLIVAREZ	80247	294820	
	0010-801-3210-22310	555.90	UNIFORM-R BURROUGHS	80247	294820	
	0010-801-3210-22310	201.65	UNIFORM-S KELLEY	80247	294820	
	0010-801-3210-22310	103.55	UNIFORM-R DE ROSA	80247	294820	
	0010-801-3210-22310	161.32	UNIFORM-R DE ROSA	80247	294820	
	0010-801-3210-22310	70.85	UNIFORM-P CUBAK	80247	294820	
	0010-801-3210-22310	218.00	UNIFORM-S GREGG	80247	294820	
	0010-801-3103-22310	186.39	UNIFORM-B CEVALLOS	80101	294820	
	0010-801-3103-22310	424.28	UNIFORM-G CRUZ	80101	294820	
	0010-801-3103-22310	271.73	UNIFORM-D ELLIOTT	80101	294820	
	0010-801-3103-22310	152.06	UNIFORM-H HERNANDEZ	80101	294820	
	0010-801-3103-22310	80.93	UNIFORM-S JIMENEZ	80101	294820	
	0010-801-3103-22310	398.29	UNIFORM-W LEON	80101	294820	
	0010-801-3103-22310	168.73	UNIFORM-L NORRIS	80101	294820	
	0010-801-3103-22310	175.60	UNIFORM-J ORATE	80101	294820	
	0010-801-3103-22310	144.20	UNIFORM-J ORATE	80101	294820	
	0010-801-3103-22310	325.69	UNIFORM-D SALAZAR	80101	294820	
	0010-801-3103-22310	26.49	UNIFORM-D SALAZAR	80101	294820	
	0010-801-3103-22310	184.43	UNIFORM-I SANCHEZ	80101	294820	
	0010-801-3103-22310	45.00	UNIFORM-G ZAMUDIO	80101	294820	
						6,608.19
TRANSTECH	0010-801-1703-31950	4,842.50	BUILDING INSPECTOR		294821	
	0010-801-1701-31950	1,875.00	INTERIM DIRECTOR		294821	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TRANSTECH	0010-801-1702-31950	1,875.00	INTERIM DIRECTOR		294821	
	0010-801-1703-31950	1,875.00	INTERIM DIRECTOR		294821	
	0043-801-4208-31950	5,312.50	INTERIM DIRECTOR		294821	
	0092-801-4220-31950	5,312.50	INTERIM DIRECTOR		294821	
	0093-801-4226-31950	2,500.00	INTERIM DIRECTOR		294821	
	0010-801-1701-31950	6,652.75	SPECIAL PROJECT COORDINATOR		294821	
	0010-801-1703-31950	6,652.75	SPECIAL PROJECT COORDINATOR		294821	
						36,898.00
DOROTHY TSU	0159-801-6507-31910	84.50	INSTRUCTOR-RECREATION CLASS		294822	
						84.50
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	505.96	FIRE UNIFORM CLEANING/REPAIR	80242	294823	
						505.96
UNITED STATES POSTAL SERVICE	0043-801-6509-31880	3,400.00	POSTAGE CASCADES	80304	294824	
						3,400.00
UNIVAR USA INC (CORP. HEADQUARTERS)	0093-801-4227-23300	321.24	WATER CHEMICAL	80199	294825	
	0092-801-4222-23300	282.61	WATER CHEMICAL	80199	294825	
						603.85
URS CORPORATION	0161-450-4212-06910	3,305.00	GEOTECH PLAN REVIEW	80336	294826	
						3,305.00
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	118.02	PAGING SERVICES	80269	294827	
	0092-801-4220-32050	4.73	PAGING SERVICES	80269	294827	
						122.75
MARICELA VASQUEZ	0159-801-6506-22750	200.00	DAY CARE SUPPLIES		294828	
						200.00
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	57.37	K9 SUPPLIES & SERVICE		294829	
	0010-801-3111-31550	25.00	K9 SUPPLIES & SERVICE		294829	
						82.37
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	182.17	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	17.33	ELECTRICAL SUPPLIES	80151	294830	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	342.22	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	593.77	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	78.41	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	126.56	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	23.31	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	156.05	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	191.41	ELECTRICAL SUPPLIES	80151	294830	
	0010-801-4210-23400	387.62	ELECTRICAL SUPPLIES	80151	294830	
						2,098.85
XIAODONG WANG	0159-801-6507-31910	3,982.50	INSTRUCTOR RECREATION CLASS		294831	
						3,982.50
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	248.93	FLEET PARTS UNIT 845	80047	294832	
	0060-801-4211-23500	69.55	FLEET PARTS UNIT 910	80047	294832	
	0060-801-4211-23500	17.49	FLEET PARTS UNIT 030	80047	294832	
	0060-801-4211-23500	37.54	FLEET PARTS UNIT 910	80047	294832	
	0060-801-4211-23500	27.34	FLEET PARTS	80047	294832	
	0060-801-4211-23500	24.46	FLEET PARTS UNIT 035	80047	294832	
	0060-801-4211-23500	11.51	FLEET PARTS	80047	294832	
	0060-801-4211-23500	9.40	FLEET PARTS	80047	294832	
	0060-801-4211-23500	16.35-	FLEET PARTS-CREDIT	80047	294832	
	0060-801-4211-23500	65.40-	FLEET PARTS-CREDIT	80047	294832	
						364.47
WECK LABORATORIES (DBA)	0093-801-4226-31950	930.00	WATER LABORATORY SUPPLIES	80202	294833	
	0093-801-4229-31950	930.00	WATER LABORATORY SUPPLIES	80202	294833	
						1,860.00
WELLS FARGO FINANCIAL LEASING	0092-801-1408-37200	782.22	COPIER RENTAL	80260	294834	
	0092-801-4212-37500	775.29	COPIER RENTAL	80301	294834	
						1,557.51
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	1,297.10	TREE MAINTENANCE SERVICES	80333	294835	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,297.10
WESTCO SERVICE COMPANY	0010-801-4210-38150	3,718.80	AIR CONDITIONING REPAIR	80152	294836	
	0010-801-4210-38150	1,988.64	AIR CONDITIONING REPAIR	80152	294836	
	0010-801-4210-38150	406.90	AIR CONDITIONING REPAIR	80152	294836	
						6,114.34
WHITTIER FERTILIZER CO.	0010-801-6517-22100	324.50	PARKS SUPPLIES		294837	
	0010-801-6517-22100	324.50	PARKS SUPPLIES		294837	
						649.00
WONDRIES TOYOTA	0060-801-4211-23500	11.46	FLEET-PARTS-UNIT 941	80048	294838	
						11.46
THOMAS WONG	0159-801-6507-31910	202.80	INSTRUCTOR-RECREATION CLASS		294839	
						202.80
TIM WONG	0010-450-1703-02520	279.66	COMM DEVELOPMENT TRAINING		294840	
						279.66
WORLDWIDE RECOVERY SYSTEMS, INC	0060-801-4211-38400	179.00	FLUID MANAGEMENT SERVICE	80049	294841	
						179.00
WURTH USA INC	0060-801-4211-23500	171.72	FLEET SUPPLIES	80050	294842	
						171.72
XEROX CORPORATION	0010-801-1408-38400	2,169.69	COPIER RENTAL	80262	294843	
	0010-801-1408-38400	1,169.68	COPIER RENTAL	80261	294843	
	0010-801-1408-38400	404.90	COPIER RENTAL	80262	294843	
						3,744.27
YRC INC.	0010-801-3210-38400	157.00	FIRE LIFTGATE SERVICE		294844	
						157.00
ZOLL MEDICAL CORPORATION	0010-801-3220-24200	947.48	FIRE MEDICAL SUPPLIES		294845	
						947.48
TOTAL FOR PRINTED WARRANTS						1,245,130.48

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TOTAL FOR PREPAID WARRANTS	308,158.58
TOTAL FOR PRINTED WARRANTS	1,245,130.48
TOTAL WARRANTS	1,553,289.06
TOTAL VOID CHECKS	5
TOTAL PREPAID CHECKS	36
TOTAL CHECKS PRINTED	180
TOTAL CHECKS ISSUED	216

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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	285,341.55	320,890.48	606,232.03
0022	STATE GAS TAX FUND	309.96	25,750.00	26,059.96
0042	SEWER FUND	36.85	1,004.60	1,041.45
0043	REFUSE FUND	584.25	420,048.21	420,632.46
0060	CITY SHOP FUND	2,196.98	18,784.31	20,981.29
0062	GENERAL LIABILITY FUND	0.00	34,763.80	34,763.80
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	1,005.11	1,005.11
0065	PAYROLL CLEARING ACCOUNT	0.00	5,083.75	5,083.75
0071	PUBLIC SAFETY IMPACT FEE FUND	998.43	190.80	1,189.23
0075	SPECIAL DEPOSITS FUND	424.31	26,577.31	27,001.62
0077	BUSINESS IMPROVEMENT AREA #1	0.00	4,725.00	4,725.00
0080	WORKERS COMP FUND	0.00	6,866.67	6,866.67
0092	WATER FUND	3,611.77	175,923.98	179,535.75
0093	WATER TREATMENT FUND	0.00	173,585.35	173,585.35
0109	OPA PROPOSITION A	600.43	844.38	1,444.81
0110	MEASURE R FUND	0.00	733.51	733.51
0136	POST	274.75-	485.28	210.53
0152	HOME HOUSING PROGRAM	10,170.00	10,352.57	20,522.57
0159	RECREATION FUND	0.00	5,134.30	5,134.30
0160	ASSET FORFEITURE	375.00	57.37	432.37
0161	CONSTRUCTION AGENCY FUND	0.00	7,901.00	7,901.00
0169	CDBG FUND	127.39	1,029.00	1,156.39
0214	BEVERAGE CONTAINER RECYCLING	0.00	274.00	274.00
0349	ELAC INSTRUCTIONAL SERV PROG	3,646.22	784.02	4,430.24
0880	CITY/HOUSING SUCCESSOR AGENCY	10.19	2,335.68	2,345.87
	TOTAL	308,158.58	1,245,130.48	1,553,289.06

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 3

Date: September 4, 2013

TO: Paul Talbot, City Manager

**FROM: James Funk, Lead Planner/Economic and Development
Special Projects Manager**

**SUBJECT: CONSENT CALENDAR: AUTHORIZE THE CITY MANAGER TO
EXECUTE A CONTRACT IN A FORM APPROVED BY THE CITY
ATTORNEY WITH RBF CONSULTING FOR PREPARING THE SOUTH
GARFIELD TRANSIT ORIENTED SPECIFIC PLAN (COUNCIL
ACTION)**

SUMMARY:

On September 10, 2012, the City made an application for a Transit Oriented Development (TOD) Planning Grant offered by the Los Angeles County Metropolitan Transportation Authority (LACMTA). On March 13, 2013, the City was notified by the LACMTA that the City's proposal was selected for funding in the amount of \$250,000.

On April 2, 2013, staff solicited proposals from qualified consulting firms to prepare the South Garfield Transit Oriented Specific Plan and subsequently received two responses, including MIG | Hogle-Ireland and RBF Consulting. Staff interviewed the firms and selected RBF Consulting located in Irvine. RBF demonstrated throughout the interview process the experience and expertise in preparing specific plan documents and policy implementation. Staff has obligated \$250,000 to fund the preparation of the Specific Plan.

DISCUSSION:

Grant

The Transit Oriented Development Planning Grant Program provides Los Angeles County Metropolitan Transportation Authority (Metro) funds to encourage local governments to develop and adopt land use regulations that promote sustainable, transit-oriented design principles. TOD projects take advantage of proximity and access to public transit through appropriate density, reduced reliance upon private automobiles, and enhances walkability. Such development may increase the accessibility and utilization of public transportation. Eligible applicants of the grant included local governments with land use regulatory jurisdiction within ½ a mile of a Metrolink Station in Los Angeles County or ¼ mile of an existing, planning, or proposed Metro rail transit station or bus transitway station.

South Garfield Avenue, between Riggin Avenue and Pomona Boulevard was identified as the Project Area. Garfield Avenue and Pomona Boulevard are predominantly commercial/retail and are lined with a variety of businesses within commercial strip centers designed primarily for vehicular access, as well as with office and medical uses. The area surrounding these main thoroughfares consists of single family residential properties.

Project

The City is proposing the drafting of the South Garfield Transit Village Specific Plan by updating and amending the South Garfield Specific Plan in order to encourage and facilitate transit oriented development along the South Garfield corridor. The Specific Plan covers a three block commercial strip extending from Pomona Boulevard on the south to approximately Floral Drive on the north and extends on parcel east and west of the alleys which parallel Garfield Avenue. The corridor is surrounded on the north, east and west by single family residences. The current Specific Plan, which was adopted in September 1987 and was last amended in October 2000, permits a combination of uses that primarily encourage automobile use and provides little to no alternatives in regards to transportation modes. The zoning along Garfield Avenue within the Specific Plan area is Neighborhood Shopping (NS), while the area along Pomona Boulevard is zoned Planned Development (PD), which encourages mixed use development.

The NS zone works to serve the local community by encouraging the establishment of neighborhood scale retail shops; however, many elements of the Specific Plan are out dated, including Land Use and Development Standards; Circulation and Parking; and Design Guidelines. Amending the Specific Plan to complement the PD zone along Pomona Boulevard would help the area flourish as the South Garfield Transit Village, with increased opportunities for redevelopment and the creation of a pedestrian-friendly environment. In addition, several locations will be preliminarily identified to establish centralized parking that serves both the proposed Gold Line transit station that will be located either in the City of Monterey Park or the City of Montebello. The proposed amendments along with mixed use potential of the PD zone on Pomona Boulevard could help create an entire area engaged in creating the Transit Village, distinct from a single transit corridor.

As part of the Project, a comprehensive study of pedestrian and bicycle use of Garfield Avenue and Pomona Boulevard will be conducted in an effort similar to the Pedestrian Linkages Plan conducted for the downtown area. The study would be a precursor to additional regulatory change, and would serve to delineate the changes that would need to take place in order to engage pedestrians and encourage public and alternate transportation use. Incorporating pedestrian-friendly elements into the Transit Village plan that emphasize safety would work to stimulate pedestrian activity and create a more inviting atmosphere. The plan would outline the existing conditions, current street use and identify the changes needed to be made to streets and sidewalks in order to encourage and facilitate pedestrian activity. The study will also serve to create linkages to important destination areas throughout the City, including a comprehensive plan to

connect the nearby East Los Angeles College to existing bus stops and the Gold Line transit station to encourage the use of mass transit.

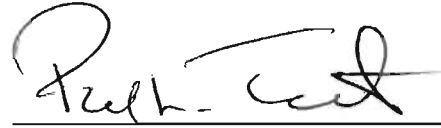
FISCAL IMPACT:

There is no impact to the general fund. This project will be funded through a Los Angeles County Metropolitan Transportation Authority grant in the amount of \$250,000.

RECOMMENDATION:

Authorize the City Manager to execute a contract in a form approved by the City Attorney with RBF Consultants in the amount of \$249,987 to complete the tasks outlined in the scope of services.

By: 
James Funk,
Lead Planner/Economic and
Development Special Projects
Manager 

Approved: 
Paul Talbot
City Manager

Attachment:

1. RBF Scope of Services
2. Request for Proposal dated March 20, 2013
3. RBF Consulting Proposal

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
RBF CONSULTING**

This AGREEMENT is entered into this 4th day of September, 2013, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and RBF Consulting, a California Corporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \$249,987 for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "C", which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "B," which is incorporated herein.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "C") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

4. **POLITICAL REFORM ACT.** CONSULTANT agrees that it will be considered a public official subject to the Political Reform Act of 1974 for purposes of this Agreement. CONSULTANT agrees and warrants that it has no financial interests which may be materially affected by the project for which the Initial Study, as specified in the SERVICES, is being prepared. Such financial interests may include, without limitation, interests in business entities, real property, or sources of income exceeding \$500 received within the past year. CONSULTANT further warrants that, before executing this Agreement, it reviewed the Political Reform Act of 1974 and the Fair Political Practices Commission regulations, including, without limitation, Chapter 7 of Title 2 of the California Administrative Code, Section 18700, et seq., in order to determine whether any conflict of interest would require CONSULTANT to refrain from performing the SERVICES or in any way attempting to use its official position to influence the governmental decisions underlying the subject environmental clearances.

5. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT represents that CONSULTANT has
 - i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT represents that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.
- C. Although CITY has a duty to the public to independently review any environmental document, including, without limitation a negative declaration or draft EIR, prepared by CONSULTANT, that duty to the public, or the breach thereof, will not relieve CONSULTANT of its duties under this Section or any representation provided by CONSULTANT in this Agreement.

6. **KEY PERSONNEL.**

- A. CONSULTANT's key personnel assigned to perform work under this Agreement and their level of responsibility are as follows:

Susan Harden, AICP

Project Manager

Michelle Lieberman
Jeremy Franzini
Bob Klekner
Bob Matson
Mina Brown
Starla Barker

Asst. Project Manager
Landscape Architect
Urban Designer
Circulation & Parking Analysis
Public Participation
Environmental Clearance

- B. The resume of each of the individuals identified in this Section are attached to this Agreement in Exhibit "C," and incorporated by reference.
- C. In the event CITY objects to the continued involvement with this Agreement by any of the persons listed in this Section, CONSULTANT agrees that it will replace such persons with individuals that are agreed to by CITY.

7. **TERM.** The term of this Agreement will be from July 16th, 2013 to July 16th, 2016. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "B";
- B. Termination as stated in Section 15.

8. **TIME FOR PERFORMANCE.** CONSULTANT will not perform any work under this Agreement until:

- A. CONSULTANT furnishes proof of insurance as required by this Agreement; and
- B. CITY gives CONSULTANT a written Notice to Proceed.
- C. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify CITY within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. CITY may, but is not required to, extend the completion time, when appropriate, for the completion of the contracted services.

10. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

11. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

12. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

13. PROJECT COORDINATION AND SUPERVISION.

- A. Glenn Lajoie will be assigned as Project Director and will be responsible for job performance, negotiations, contractual matters, and coordination with CITY's Project Manager.
- B. Kimberly Christensen will be assigned as CITY's Project Manager and will be personally in charge of and personally supervise or perform the technical execution of the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONSULTANT's Project Director.

14. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- E. By executing this document, CONSULTANT waives any and all claims for

damages that might otherwise arise from CITY's termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or city without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. ***Indemnification for Professional Services.*** CONSULTANT will save harmless and indemnify, and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence, active negligence or willful misconduct.
- ii. ***Indemnification for other Damages.*** CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, to the extent resulting from CONSULTANT's negligence or other wrongful conduct, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence, active negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- iii. *Exclusion for CEQA Actions.* Notwithstanding the foregoing, CONSULTANT need not indemnify, defend, or hold CITY harmless in CEQA actions initiated pursuant to Public Resources Code §§ 21167 and 21168 where CONSULTANT's work may form the basis of a lawsuit. However, should CONSULTANT's work, as contemplated by this Agreement, contain errors or omissions that results in an adverse ruling against CITY, CONSULTANT agrees to indemnify and hold CITY harmless to the extent provided for in Section 18(A)(i).
- B. For purposes of this section "CITY" includes CITY's officers, officials and employees,
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation

for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

- B. Upon inspection, CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements of this Section. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures will result in immediate termination of this Agreement.
- C. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Commercial General Liability policy will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or

is terminated (“extended insurance”). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by City arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- E. CONSULTANT will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate.

23. USE OF CONSULTANT. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY
Samantha Tewasart
Acting Senior Planner
City of Monterey Park
320 West Newmark Ave
Monterey Park, CA 91754

CONSULTANT
Susan Harden
Vice President
RBF Consulting, Inc.
14725 Alton Pkwy, Irvine, CA
92618-2027

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed

to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

27. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

28. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County or in the Federal District Court in the District of California in which Los Angeles County is located.

29. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are three (3) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

30. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule
- C. Exhibit C: Budget.

31. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

32. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

33. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

34. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

35. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

36. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

38. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

39. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

RBF CONSULTING

Paul Talbot
City Manager

Susan Harden
Vice President

ATTEST:

Vincent D. Chang
City Clerk

By: _____
Karl H. Berger, City Attorney

REQUEST FOR PROPOSALS

FOR

**City of Monterey Park
South Garfield Transit Village Specific Plan**

RFP Issued: April 2, 2013

Proposals Due: April 16, 2013

**Deliver Proposal To:
Samantha Tewasart
Associate Planner
City of Monterey Park
320 W. Newmark Ave
Monterey Park, CA 91754**

SECTION 1: INTRODUCTION

1.1 *Brief Overview*

The City of Monterey Park (City) is seeking a professional consulting firm to update and amend an existing specific plan. The South Garfield Specific Plan (“Specific Plan”) was adopted in September 1987 and was last amended in October 2000. The purpose of the update and amendment is to define and create a new South Garfield Transit Village Specific Plan.

The Los Angeles County Metropolitan Transportation Authority awarded a Transportation Oriented Development (TOD) Grant to the City on February 2013. The duration of the contract is expected to be a maximum of two year (24 months). The project budget shall not exceed \$250,000. The preparation of the environmental assessment to support the adoption of the South Garfield Transit Village Specific Plan will be part of this contract.

1.2 *The City and Environs*

The City of Monterey Park was incorporated on May 29, 1916 and today consists of 7.73 square miles and is home to 60,269 residents according to the 2010 U.S. Census. Monterey Park is a full-service city, providing fire, police, library, parks and recreation, and water service. The city is governed by five elected City Council members and is lead by a City Manager.

Located in the San Gabriel Valley region, Monterey Park is located approximately seven miles from downtown Los Angeles and is served by three major freeways, providing convenient access to the Los Angeles metropolitan region.

Monterey Park combines Commercial (13%), Mixed-Use Residential/Commercial (4%) areas with Residential (61%), Public Facilities (7%) and Open Space (11%) to ensure a high quality of life for its residents. Over 80% of the City’s residents are employed in professional, management, office, sales or service businesses and more than half of the City’s population over age 25 has a college education.

The demographics of the City are closely mirrored within the Specific Plan area. Diversity is also found in the type and size of the businesses located along Garfield Avenue and Pomona Boulevard.

SECTION 2: PROJECT DESCRIPTION

2.1 *Program Objectives*

The City plans to update and amend the existing South Garfield Specific Plan in order to encourage and facilitate transit oriented development along the South Garfield corridor.

The Specific Plan covers a three block commercial strip extending from Pomona Boulevard on the south to approximately Floral Drive on the north, and extends one parcel east and west of the alleys which parallel Garfield Avenue.

The project area is zoned Neighborhood Shopping (N-S) to serve the local community by encouraging the establishment of neighborhood scale retail shops. However, many elements of the Specific Plan are now dated. Amending the Specific Plan to complement the Planning Development (P-D) Overlay Zone along Pomona Boulevard would help the area to flourish as a Transportation Village (“Transit Village”), with increased opportunities for redevelopment and the creation of a pedestrian-friendly environment. The proposed amendments along the mixed-use potential of the P-D Overlay Zone on Pomona Boulevard could help to create an entire area engaged in creating the Transit Village, distinct from a single transit corridor.

As part of the Project, the City is also proposing a comprehensive study of pedestrian and bicycle use of Garfield Avenue and Pomona Boulevard in an effort similar to the Pedestrian Linkages Plan conducted for the downtown area. This study would be a precursor to additional regulatory changes, and would serve to delineate the changes that would need to take place in order to engage pedestrians and encourage public and alternate transportation use. Incorporating pedestrian-friendly elements into the Specific Plan that emphasize safety would work to stimulate pedestrian activity and create a more inviting atmosphere. The study will also serve to create linkages to important destination areas throughout the City, including a comprehensive plan to connect the nearby East Los Angeles to existing bus stops and the Gold Line station to encourage the use of mass transit. Lastly, the study can also help define a unique atmosphere to reinvigorate the commercial areas and reinforce the goals set forth in the Specific Plan.

2.2 Project Scope of Services

The City of Monterey Park is seeking a professional consulting firm that will provide innovative solutions that will address our concerns as outlined in the RFP and more particularly in the Scope of Services. The successful consulting firm will work with City Staff to develop the Specific Plan, including, but not necessarily limited to, the following specific action items:

- Outline the existing conditions, current street use and identify the changes needed to be made to streets, sidewalks, and medians in order to encourage and facilitate pedestrian activity;
- Preparation of bid-ready construction plans and specifications for sidewalk and street improvements.
- Prepare a Public Outreach Campaign and conduct outreach via press releases, website and newsletter articles, conduct public workshops to explain project scope, findings, and to solicit public comment;
- Participate in General Plan Advisory Committee meetings to discuss direction, options, policies, and public comments;
- Establish organization of the Specific Plan, prepare screen check, administrative review and public review drafts of the Specific Plan;

- Review and discuss public comments with City Staff before completing the final draft for Planning Commission and City Council consideration;
- Attend public hearings with the Planning Commission and City Council;
- Attend meetings at City of Monterey Park: up to six meetings with City staff to discuss progress and review materials (note: kick-off meeting is in addition to the six meetings); up to three public workshops with the community at-large and up to three focused stakeholder meetings to solicit public input and comment as well as to present preliminary findings and draft elements; up to four public hearings with the Planning Commission and City Council. The Proposal shall identify the cost for each of these meetings within the budget.
- Provide a timeline of activities and overall budget for the completion of the Scope of Work.
- Additional items as directed to advance the City's priorities;
- Preparation of CEQA documentation is a part of the scope of services and City retains the right to modify the Scope of Work and/or budget pursuant to mutual agreement with Consultant.

SECTION 3: SUBMITTAL REQUIREMENTS

The Proposal shall be submitted in a sealed package, clearly marked with the consultant's name, address and the words "Proposal: South Garfield Transit Village Specific Plan".

The Consultant shall submit the following information with the package, including the same information for any subcontractors, in the following format:

3.1 Submission Content

I. Cover Letter

In no more than two pages, the consultant shall provide the name, address and phone number of the consultant, the primary contact name and phone number, any qualifying statements or comments regarding the submittal and identification of any subcontractors and their responsibilities. The cover letter should highlight the special strengths of the team to perform the work requested in this RFP. The letter should be signed by an authorized principal of the consulting firm. The signed letter should also state that the consultant is unaware of any conflict of interest in performing the work.

II. Qualifications and Staffing

This portion should include a description of the qualifications of the staff and subcontractors, relevant experience and the availability of the staff for the services

provided. Resumes must be provided for the Project Manager and any other key staff members. In firms with multiple offices, the office location of all key staff must be identified. After selection of a consultant by the City, no substitution of key staff or subcontractors may occur without the written approval of the City.

A list of between three and five related projects should be included with the name of the contact person and telephone number for which the consultant has recently or currently provides services as outlined in the Scope of Services. Include electronic versions of work samples demonstrating the consultant's relevant work experience.

III. Project Approach and Work Plan

Describe the firm's ability to provide all of the services listed in the Scope of Services. If there is an alternative approach, which you believe would be more effective, please describe that approach as it relates to the Monterey Park community.

Describe the consultant's ability to manage project delivery within the timeframe established in this RFP. The Proposal shall include a timeline with identifiable major milestones. The two elements should be completed for City Council consideration and approval within one year of contract award.

IV. Proposed Budget

The Proposal shall include a fee schedule and a separate schedule of time and materials/reimbursable rates including relevant hourly rates for all levels of staff to be utilized, including subcontractors, if any. The project budget shall not exceed \$250,000.

V. Acceptance of Conditions

This section consists of a statement offering the consultant's acceptance of all conditions listed in the RFP. Any exceptions or suggested changes to the RFP, the reasons for the change and the impact it may have on the project must be stated in the Proposal. Unless specifically noted by the consultant, the City will assume that the Proposal is in acceptance and compliance with all aspects of the RFP.

3.2 Evaluation and Selection Process

The evaluation and selection process will follow these steps:

I. Qualification Review

Each submitted Proposal will be reviewed to determine if it meets the RFP requirements. Failure to meet the requirements of the RFP will be cause for rejection. Additional information concerning the evaluation is contained in Paragraph 3.3 Expected Competencies.

The City reserves the right to request clarification or additional information from applicants during the proposal review process. The City also reserves the right to reject any and all proposals and to waive any irregularities or informalities in proposals received.

II. Interview

A list of the most qualified consulting firm(s) will be interviewed by City staff. The City will then select the most responsive firm with which to negotiate a Scope of Services. Assuming a successful negotiation process, a recommendation will be made to the City Council for final consultant selection.

III. Consultant Agreement

The City will require a consultant services agreement subject to the negotiation of a specified work program and scope of services, payment terms and other City requirements from the consultant firm found most qualified. A sample of the City's professional services agreement is attached. Nothing in this RFQ should imply a contractual obligation for employment.

IV. Contract Approval and Execution

The agreement, once signed by the consultant, may be presented to the City Council for approval and execution.

All submissions must be completed in 12 point font, 8.5"x11" paper. Submit one (1) unbound reproducible original plus five (5) bound copies and one (1) CD. Submissions made by fax or email will not be accepted. All responses to this RFP shall be delivered in person or transmitted by standard mail or courier in sealed packages to:

Samantha Tewasart
Associate Planner
City of Monterey Park
320 W Newmark Ave
Monterey Park, CA 91754

Submissions must be received on or before 4:00 p.m. on April 16, 2013.

All submissions will be logged in as the City receives them, and no submission will be opened until after 4:00 p.m., on April 16, 2013.

Submitters certify that such submissions constitutes their full and complete response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a request that they submit additional written materials. Absent such written request, Proposers are instructed not to submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

3.3 Expected Competencies

City staff will review the qualifications received and will conduct a thorough review of the qualifications submitted by each professional consultant or consultant team.

Qualifications will be evaluated on the following:

- Depth of knowledge of City of Monterey Park-related issues;
- Ability to complete the South Garfield Transit Village Specific Plan in a timely manner and within budget;
- Capability and experience of using Geographic Information Systems (GIS) technology;
- Creativity in designing a specific plan that is uniquely targeted towards the client community;
- Experience of firm in performing services involving preparation of Specific Plans for municipalities and other similar projects;
- Evidence in the proposal of the firm's ability to conduct an analytical study based on sound scientific principles and data;
- Adequacy of staffing capacity for the project;
- Rates and fees;
- Qualifications and experience related to the Element(s) of the individual professional(s) who will provide the majority of the work and principal services for the consultant firm;
- Other criteria determined to be relevant by the City.

3.4 List of Key Exhibits

1. About Monterey Park:
<http://ci.monterey-park.ca.us/index.aspx?page=2>
2. Community Development:
<http://ci.monterey-park.ca.us/index.aspx?page=24>
3. General Plan:
<http://www.ci.monterey-park.ca.us/index.aspx?page=692>
4. Climate Action Plan:
<http://www.ci.monterey-park.ca.us/index.aspx?page=1944>

5. Pedestrian Linkages Plan:

<http://www.ci.monterey-park.ca.us/index.aspx?page=1474>

3.6 General Conditions

Each respondent to this RFP agrees that the preparation of all materials for submittal to the City are at the respondent's sole cost and expense, and the City shall not, under any circumstances, be responsible for any costs or expenses incurred by a respondent. In addition, each respondent agrees that all documentation and materials submitted with a proposal shall remain the property of the City. The City reserves the right to reject all proposals or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the criteria outlined above.

The City may require consultants to participate in additional rounds of refined submittals prior to the ultimate selection. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial proposals.

The consultant submitting a response waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this request. Although it is the City's intent to interview only a small number of the most qualified consulting firms, the City reserves the right to choose any number of qualified finalists to participate in the RFP process.

Thank you for your consideration of the City of Monterey Park's Request for Proposals. Any questions that you have should be directed to Samantha Tewasart, Associate Planner at (626) 307-1315 or at stewasart@montereypark.ca.gov.



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IV: PROPOSAL BUDGET

V: ACCEPTANCE OF CONDITIONS

Sample Work Products (provided on CD ROM)

- Brawley Downtown Specific Plan – Downtown Overlay District (RBF Consulting)
- Imperial Highway Specific Plan (RBF Consulting)
- Rosecrans Corridor Mobility Study (RBF Consulting)
- Kanan Road / Thousand Oaks Boulevard Intersection Pedestrian Evaluation (Alta Planning + Design)

South Garfield Transit Village Specific Plan



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I. Cover Letter





14725 Alton Parkway
Irvine, CA 92618-2027
949.472.3505
949.472.8373 Fax
www.rbf.com
www.mbakercorp.com

April 9, 2013

JN: 134857

Samantha Tewasart
Associate Planner
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

RE: Proposal | *South Garfield Transit Village Specific Plan*

Dear Ms. Tewasart:

RBF Consulting, a Company of Michael Baker Corporation, (RBF) is pleased to submit the enclosed qualifications and proposal to assist the City in updating the South Garfield Transit Village Specific Plan. RBF is joined by **ALTA Planning and Design**, who will lead the assessment of pedestrian and bicycle usage and linkages to ensure the Specific Plan supports livable streets. To ensure Monterey Park's diverse community is engaged throughout the project, our team includes **Language Network** to provide translation and interpretation services.

The RBF team provides the City of Monterey Park with the necessary expertise to actively engage the community and stakeholders in developing a plan to revitalize the Transit Village area along South Garfield Avenue and Pomona Boulevard. The project will be guided through the various steps of community visioning, design development, specific plan preparation, and CEQA documentation within the timeframe set forth in the provisions of the Los Angeles County Metropolitan Transportation Authority grant. RBF understands that it is also the City's intent to have the consultant complete construction documents that will facilitate implementation of street and sidewalk improvements. RBF's team of in-house landscape architects, civil engineers and traffic experts have completed many similar projects and work closely with our planning and design staff to ensure the community's visions are carried through construction.

With our current involvement leading the City's General Plan Healthy Community and Sustainable Community Elements, RBF will enter into the project with extensive knowledge of the City and community. Our team brings to the City the abilities to:

- Engage a diversity of participants through workshops, traditional media, and online/virtual outreach;
- Guide the City staff in productive dialogue and direction-setting;
- Incorporate an atmosphere to encourage pedestrian and bicycle travel;
- Establish a unique identity through urban design and branding;
- Help reinvigorate an important commercial area through enhanced design, parking, and circulation;
- Work with organization and agency partners to identify implementable recommendations;
- Prepare defensible CEQA documentation; and
- Provide services from planning through final design under one roof.

We are positive that our combined expertise, as well as familiarity in Monterey Park and on similar transit oriented development projects, sets the stage for a productive and beneficial project outcome. We are committed to engaging the community of Monterey Park, City staff, and other stakeholders, in developing a plan that



14725 Alton Parkway
Irvine, CA 92618-2027
949.472.3505
949.472.8373 Fax
www.rbf.com
www.mbakercorp.com

promotes the objectives of the City and the Los Angeles County Metropolitan Transportation Authority grant. Additionally, our team greatly respects the importance of timely deliverables and is confident in our ability to complete the project within the project timeline and the "not-to-exceed" budget.

Our team sincerely looks forward to the opportunity to align our comprehensive set of services with the needs of the City of Monterey Park. RBF Consulting is not aware of any conflict of interest in performing the work requested in the City's Request for Proposals. Please feel free to contact me directly at (949) 362-3467 or sharden@rbf.com with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Susan J. Harden". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Susan J. Harden, AICP, CMSM, LEED AP, CNU-A
Vice President, Planning and Design

II. Qualifications and Staffing





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

Qualifications

Firm Background

RBF Consulting (RBF), a company of Michael Baker Corporation, is one of the largest engineering, design and construction management firms in the nation. Locally, RBF has over **500 employees in California**. Nationally, there are more than 3,200 professionals in the Baker organization. The firm's combined resources serve local, national, and international markets, with the capability to provide a comprehensive range of services from design through construction on a broad scale of projects. Our expertise includes:

- | | | |
|--------------------------|--|---------------------------|
| ■ Planning | ■ Transportation Planning | ■ Survey/Mapping |
| ■ Architecture | ■ Traffic Engineering | ■ GIS |
| ■ Landscape Architecture | ■ Water/Wastewater Engineering | ■ Construction Management |
| ■ Environmental | ■ Civil, Structural, Mechanical & Electrical Engineering | |

Southern California offices:

- Irvine
14725 Alton Parkway
Irvine, CA 92618
- Los Angeles
- San Diego
- Camarillo
- Carlsbad
- Ontario
- Palm Desert
- Temecula

106 offices nationwide!

RBF provides services for planning, design and construction of the built environment. Our diversity allows us to serve our clients during each phase of a project in a timely, cost effective and innovative manner while providing quality and responsive service by highly qualified staff.

SPECIFIC SERVICES

Each project is approached from the client's point of view and with the intention of satisfying the objectives of the client's goals. The following services we believe align with the needs of this particular project.

PLANNING AND DESIGN



RBF planning and design professionals focus on integrating creative planning solutions with sound implementation principles. Our plans create viable responses to physical, social, economic, and environmental challenges. Through a wide range of projects completed throughout California and the western United States, we have proven that balanced land uses, enhancement of amenities, reinforcement of community values, and integration of environmental solutions are essential components for a successful planning process. RBF's planning and design strategies focus on creating places that encourage walking, bicycling and other alternatives to the private automobile. Recent award-winning Specific Plans

developed for communities undergoing revitalization include the *Brawley Downtown Specific Plan* and the *Imperial Highway Corridor (La Mirada) Specific Plan*.

SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN



LAND USE PLANNING

Creating innovative implementation tools and incentives are the cornerstones of RBF's successes in developing practical and realistic land use plans. RBF has years of experience completing plans that are adopted and implemented including the *Duarte General Plan*, *Imperial Highway Corridor (La Mirada) Specific Plan*, *Glendora Route 66 Specific Plan*, and *Santa Fe/Mercantile Corridor (Vista) Specific Plan*. In addition, projects are supported by proven community outreach techniques utilized to inform and develop consensus. Our projects could not be successful without the collaboration of our in-house team of specialists (GIS, infrastructure, stormwater, water resources, and others) who provide added value to the project development.

LANDSCAPE ARCHITECTURE / URBAN DESIGN

RBF is a leader in helping existing communities to become more livable and vibrant. The process reflects a philosophical preference for reducing consumption by re-designing urban areas to function more efficiently. One such project is the *Fullerton SOCO District Alleyscape* which created pedestrian-friendly entertainment and outdoor dining opportunities, coupled with convertible parking.



Fullerton SOCO Alleyways

Landscape Architecture

Our landscape architects are mindful of community and environmental resources and find opportunities to incorporate the principles of sustainable design and green building into every project. They produce creative, buildable, environmentally sensitive and highly individualized solutions for site planning, park planning, conceptual and schematic design and construction plans. Landscape design services include:

- Streetscape Plans
- Landscape master plans
- Conceptual park plans
- Parks and trails master plans
- AB 1881 compliant irrigation plans
- Fire management and fuel modification programs
- Signage and monumentation programs
- Design guidelines
- Construction documents
- Landscape mitigation/habitat restoration plans
- Pedestrian, bicycle, and equestrian trails
- Golf cart paths

RBF focuses on creating aesthetic and functional streetscapes, such as the *Miles Avenue Infrastructure* in Indio, that encourage pedestrian and bicycle travel, as well as enhanced transit opportunities.



Stanton Transit Center Conceptual Design

Urban Design

RBF staff develops plans that contain architectural and urban design guidelines, wayfinding systems, infill concepts, transit-oriented development, storefront remodel designs, public plazas and streetscape plans enhanced by traditional rendering and computer modeling. Our staff draws from traditional urban design concepts, such as those conveyed by Kevin Lynch, to those of contemporaries, such as the Congress for New Urbanism. Our plans are based upon local context, however, influenced by worldwide techniques to developments that work.





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

COMMUNITY OUTREACH

Our professionals take pride in providing interesting and enjoyable opportunities for public involvement that engage all segments of the community, including youth, and yield meaningful results. Just a part of RBF's extensive public involvement experience and commitment includes education, facilitating, and organizing:

- Newsletters and E-Blasts
- Web-based involvement techniques
- Interactive polling
- Walking audits
- Workshops
- Design charrettes
- Focus groups
- Community Immersion



Rosecrans Corridor Plan Workshop



Youth Visioning



Focus Group

RBF's community outreach professionals assume a role in many of the infrastructure projects that our company pursues. Successful results have been realized from their meticulous attention to details and ability to engage the community in a positive manner. Some of the projects that benefited from the outreach process include *Laguna Beach Traffic and Parking Study*; *Foothill Parkway Westerly Extension*; *Santa Ana River Parkway*; and mobility plans for San Diego's *Rosecrans*, *University Avenue*, *Hillcrest*, and *North Park* neighborhoods.

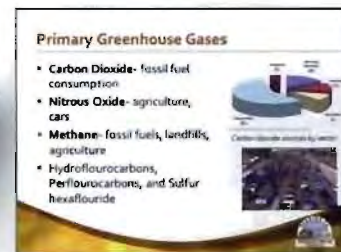
RBF builds upon consensus and, therefore, plans are readily embraced and implemented by the community.



Walking Audit



Bi-lingual Visioning Workshop Flyer



Educating the Public about Environmental Issues



TRANSPORTATION PLANNING / MOBILITY / PARKING

RBF provides both transportation planning and transportation engineering services. Today, transportation planning involves a complex environment of travel demands, land use patterns, urban form, environmental issues, and regulatory agency requirements. Mobility planning at RBF is practiced with the goal of improving coordination between land use and the supporting transportation system. This practice involves the planning, evaluation, and programming of transportation facilities including interchanges, roadways, bikeways, trails, parking and transit facilities. We work to improve connectivity between major activity centers and balance the circulation needs among the automobile, pedestrians, bicycles, and transit vehicles. Recent RBF projects include the *El Monte Transit Village* involving improved parking, MTA and BRT connections; and *Grossmont Transit Center TOD* involving mixed-use development and MTS bus and parking issues. Although RBF professionals have mobility and sustainability expertise and excel in planning and design of complete streets and green streets, we have selected Alta Planning + Design to focus and assist with pedestrian and bicycle facilities planning.

TRANSPORTATION ENGINEERING

RBF provides great advantages to our clients for successful project delivery. RBF's experience in preparing preliminary engineering and environmental documents, and final PS&E for all disciplines (survey, right of way, roadway, structures, drainage, storm water quality, traffic, electrical and landscape) provides for the greatest flexibility in resource scheduling to avoid schedule delays; efficient subconsultant oversight; cohesive quality control processes; and effective project delivery.

RBF has completed numerous private and public works infrastructure projects throughout Southern California totaling well over **\$1 billion in constructed value**. Over the past several years, RBF has delivered street improvements including design of landscaped areas for the *Carnegie Library Streetscape* improvements, *Long Beach Boulevard* and *Virginia Village* improvements, *Pueblo Viejo 6th Street Improvements*, and *Miles Avenue Infrastructure* in Indio which also included traffic engineering.



*Miles Avenue
Improvements, Indio*



*Long Beach
Boulevard Medians*



*Pueblo Viejo 6th Street
Improvements*



ENVIRONMENTAL DOCUMENTATION

RBF is experienced with all aspects of CEQA, NEPA, the Clean Water Act, the Clean Air Act, and other applicable environmental laws. We provide environmental review and processing services through in-house specialists in areas of traffic, stormwater, drainage, air quality, noise, hazardous materials, visual analysis, public utilities and many other issues. This, coupled with our engineering design and regulatory permit processing expertise, makes RBF a one-stop location for environmental compliance projects.





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

Subconsultants



ALTA PLANNING + DESIGN is North America's leading multi-modal transportation firm that specializes in the planning, design, and implementation of complete streets, bicycle, pedestrian, greenway, park, and trail corridors and systems. Alta has been at the forefront of this field since its inception, working with the public and agencies in finding the best solution for their communities. Their depth of knowledge is a proven asset in winning complete street projects. Alta's mission is to create active communities where bicycling and walking are safe, healthy, fun, and a normal daily activity.

COMPLETE STREETS

Making core areas and streets more livable and pedestrian and bicycle-friendly is a priority for many communities. Alta Planning + Design offers a unique blend of skills to produce an effective and high quality complete streets solution, from concept to implementation. Their staff have specialized expertise in land-use planning, traffic calming, context-sensitive design, Main Streets, transit corridors and access, multi-modal design, urban design and many other aspects of creating livable communities. Alta is a national leader in creating plans that support sustainable community strategies and complete streets policies.

BICYCLE AND PEDESTRIAN FACILITY PLANNING AND DESIGN

Alta has prepared bicycle and pedestrian facility plans and designs for many towns and cities in southern California, enabling these areas to improve non-motorized travel for residents and visitors alike. Their approach to transportation planning integrates expert planning, design, economics, and land use to create opportunities for people to choose bicycling and walking for recreation and transportation. Their experience includes **more than 500 bicycle and pedestrian master plans nationwide**, ranging from cities to counties and regional governments throughout the United States. Alta is a leader in bicycle facility design through their state and national research work and leadership role in the *Association of Pedestrian and Bicycle Professionals*. Alta is proud to be a founding sponsor of the NACTO (National Association of City Transportation Officials) Cities for Cycling initiative. As part of a team of officials from NACTO member cities, they recently launched the *Urban Bikeway Design Guide*. This interactive document provides state-of-the-practice solutions for on-street bicycle facilities, based on the best national and international practices, policies, and programs. Alta is actively leading design for several innovative bikeways and on-street facilities in California and nationally.

COMMUNITY OUTREACH

Through a straightforward communication style, ability to engage citizens, and use of the latest technology, Alta is able to produce outreach strategies and successful designs and plans that meet the needs of the community. Alta's professionals are experts at listening to the public, conveying technical issues in a clear manner, offering distinct choices and options to the public, and explaining trade-offs. Their outreach process is inclusive, interactive, and productive. They use a variety of innovative techniques, ranging from online surveys, the use of photo-simulation to show how options will look, videotaped interviews, field reviews, GIS mapping, and interactive public workshops. They make contact with the community early and build confidence by addressing specific issues with a documented approach.



THE LANGUAGE NETWORK

The Language Network is an industry leader providing language services in over 100 languages and dialects, including sign language. Their team of language professionals includes over 3000 interpreters and translators available in the U.S. and worldwide. The Language Network team is comprised of certified interpreters, accredited translators, editors, and proofreaders. Their clients depend on them to provide accurate translating and interpreting services in a prompt and professional manner every time. Language Network is dedicated to delivering their communications effectively in any language while providing excellence through accuracy with responsiveness and integrity.

Since 2006, the Language Network has provided meeting interpretation and outreach materials translation of multiple languages for RBF projects including Poway Community Park Program, Perris Downtown Specific Plan, Garden Grove General Plan Update and General Plan Housing Element, Temple City Citywide Traffic Calming Study, Temple City Downtown Parking Study, and Vista General Plan Outreach.



*Translation of Workshop Materials to
Encourage Full Community
Participation with Interpretation
Services Provided during Workshops.*

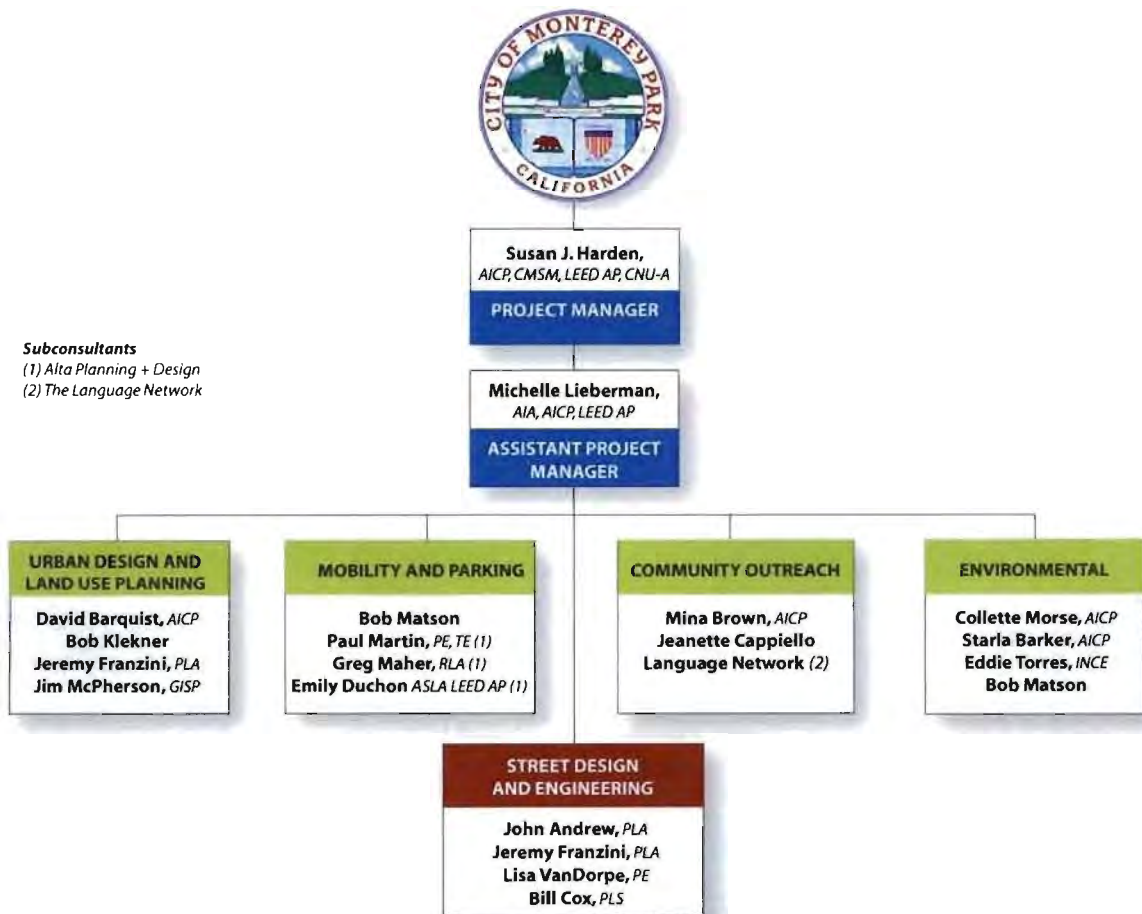




SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

Key Personnel

Susan J. Harden, AICP, CMSM, LEED AP, CNU-A will lead the project as **Project Manager**. She has 19 years of experience leading similar projects for many cities throughout southern California, as well as projects in Washington, Oregon, Arizona, and Kansas. Ms. Harden is a specialist in community engagement and revitalization. **Michelle Lieberman**, AIA, AICP, LEED AP, will support Ms. Harden as the **Assistant Project Manager**. She has 10 years of experience in policy planning, sustainability and healthy communities. Ms. Harden and Ms. Lieberman will be involved in all aspects of the project. Between the two, the City will be ensured a consistent contact throughout the entire project. We have also included on our team **Alta Planning + Design**, an expert in pedestrian and bicycle planning, and suggest **The Language Network** for translation and interpretation services. RBF will utilize a translation service suitable to the City of Monterey Park. The following organizational chart includes key personnel anticipated for the proposed project, and our brief resumes are provided in the pages that follow.



Over 500 Professional In-House Staff to Provide Support to this Project.



SUSAN J. HARDEN, AICP, CSM, LEED AP, CNU-A | PROJECT MANAGER



Years of Experience: 19
Availability: 25%

Certification/Registration:

American Institute of Certified Planners, #015065
2002, Certified Main Street Manager
2005, Professional Certificate in Neighborhood Revitalization from NeighborWorks Training Institute
2007, Certificate in Dialogue, Deliberation and Public Engagement from Fielding Graduate University
2008, Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
2009, Congress for the New Urbanism

Education:

M.E.P., Environmental Planning, Arizona State University
B.A., Architectural Studies, University of Kansas
B.A., Environmental Studies, University of Kansas

Professional Affiliations:

Member, American Institute of Certified Planners (AICP)
Member, National Main Street Center
Member, American Planning Association (APA)
California Planning Roundtable (CPR)
Member, California Planning Association
Member, Arizona Planning Association
Member, Oregon Planning Association
Member, Washington Planning Association
Member, International Association of Public Participation

Ms. Harden is primarily involved in leading a team of talented planners and urban designers for RBF's Urban Design Studio. She has 19 years of experience with a particular focus on community-based planning processes, developing innovative public participation programs for a myriad of project types, including downtown and neighborhood revitalization, comprehensive planning, healthy communities, mobility plans, and urban design projects. She has been the Project Director for 11 SCAG Compass Blueprint Demonstration projects for which four have received awards.

Relevant Projects:

- **Sustainable Community and Healthy Community Elements for General Plan (Monterey Park, CA)** - Project Manager. RBF is developing two new Elements for the City's General Plan, funded by a State Sustainable Communities Planning Grant. The new Elements will focus on policies and programs to promote the health of all Monterey Park residents and increase sustainable practices citywide. Development of the Elements will begin with an assessment of existing conditions and a community engagement process to develop a Vision Plan and Guiding Principles. These two steps will create the framework for the Elements' policy programs.
- Citywide Visioning (Buellton, CA)
- Santa Ana River Parkway - Trail and Bikeway (County of Orange)
- Vision for Sustainable South Bay (South Bay Cities Council of Governments)
- SCAG Compass Demonstration Projects: Downtown Brawley Specific Plan; Imperial Corridor Specific Plan; Antelope Valley - Rural Smart Growth Plan
- La Mesa Downtown Streetscape Improvement (La Mesa, CA)
- Rosecrans Corridor Mobility Study (San Diego, CA)
- Downtown Indio Infrastructure - Phase 1 Civil Improvements (Indio, CA)





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

MICHELLE LIEBERMAN, AIA, AICP, LEED AP | ASSISTANT PROJECT MANAGER



Years of
Experience: 10

Availability: 30%

Certification/Registration:

2011, Registered Professional Architect, CA, C33151
2009, American Institute of Certified Planners, 023914
2009, Certificate in Public Participation, International Association for Public Participation
2007, Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
2006, Architect, NV, 5620
2006, Certified Architect, National Council of Architectural Registration Boards (NCARB), 61945
Certificate, Public Participation, International Association for Public Participation, 2009

Education:

MURP, 2007, Urban and Regional Planning, University of California, Irvine
B. A., 2002, Architecture, California State Polytechnic University, Pomona
Coursework, Graduate Certificate, Public Health, University of Florida, 2013

Professional Affiliations:

Member, American Institute of Architects
Member, American Planning Association
Member, Association of Pedestrian and Bicycle Professionals
Member, American Public Health Association

As a Community Planner, Ms. Lieberman is involved with a variety of projects for the Urban Design Studio team. Her work includes General Plans, Specific Plans, design guidelines, community visioning and bikeways planning. Ms. Lieberman is committed to developing healthy communities through planning and policy development that supports the health and well-being of all community members. She is currently co-teaching a Healthy Communities practicum course in the graduate planning program at the University of California, Irvine and is pursuing a Graduate Certificate in Public Health from the University of Florida.

Relevant Projects:

- **Sustainable Community and Healthy Community Elements for General Plan (Monterey Park, CA)** - Assistant Project Manager. RBF is developing two new Elements for the City's General Plan, funded by a State Sustainable Communities Planning Grant. The new Elements will focus on policies and programs to promote the health of all Monterey Park residents and increase sustainable practices citywide. Development of the Elements will begin with an assessment of existing conditions and a community engagement process to develop a Vision Plan and Guiding Principles. These two steps will create the framework for the Elements' policy programs.
- **Fullerton General Plan Update, Climate Action Plan, Bikeways Master Plan and EIR (Fullerton, CA)** - Assistant Project Manager. RBF is worked with the City of Fullerton to update the existing General Plan. This process included data collection and analysis, formulation and organization of goals, policies and objectives, coordination of interagency meetings and extensive community outreach. The document will include the following elements: Community Design and Development, Housing, Bicycle Transit and Recreation, Public Health, Community Involvement, Economic Development, Natural Resources, Natural Hazards, amongst others. RBF also prepared a Bikeways Master Plan and Climate Action Plan to be incorporated into the General Plan Update. The Fullerton Plan was adopted in May 2012.
- **SCAG Compass Blueprint Demonstration Projects:** Imperial Corridor Specific Plan (La Mirada); Paseo San Geronio Specific Plan Review (Banning)
- **Whittier Boulevard Specific Plan Supplemental Program EIR (Whittier)** - Environmental Analyst. Ms. Lieberman was responsible for the land use and planning analysis and public services and utilities analysis in the SPEIR for the Whittier Boulevard Specific Plan 6-mile corridor.
- **Orange County Metrolink Stations Non-Motorized Accessibility Strategy**



DAVID BARQUIST, AICP | LAND USE PLANNING



**Years of
Experience: 18**

Certification/Registration:

2001, American Institute of Certified Planners,
017304

Education:

B.S., Urban and Regional Planning
M.S., Urban and Regional Planning (in progress)

Availability: 20%

Professional Affiliations:

Member, American Institute of Certified Planners
Member, American Planning Association (APA)
Society of College and University Planners (SCUP)

David Barquist possesses a diverse range of skills, including policy analysis, policy development, and urban design. He has extensive experience in land use analysis, with a special emphasis in transit-supportive land use policy. His involvement in the CenterLine urban transit corridor in Orange County provided land use analysis and policy guidance for 67 potential station areas, equating to approximately 30 square miles in seven jurisdictions. David has provided extensive policy and program analysis for local and regional Housing Elements, including constraints and resources analysis, housing needs assessments, conditions surveys, and housing affordability studies. He was also the primary author of the South Bay Cities Council of Government's Livable Communities Initiative website, which provides a unique and comprehensive approach for providing livable communities related information to a variety of interest groups.

Relevant Projects:

- **CenterLine Urban Transit Corridor (Orange County)** - Lead Land Use Planner. Mr. Barquist worked with a multi-disciplinary team to evaluate land use impacts and development potential for the CenterLine urban rail project through OCTA's implementation of the Measure M requirements. Mr. Barquist provided focused land use analysis and policy guidance for a variety of alignment alternatives at 67 potential station sites, equating to 30 square miles in seven jurisdictions.
- **Imperial Corridor Specific Plan - SCAG Compass Blueprint Demonstration Projects (La Mirada, CA)** - Project Manager. The RBF/UDS team assisted the City of La Mirada by preparing comprehensive regulatory and design guidance document to implement, sustainable, mixed use, transit supportive development. . The project required extensive analysis of land use patterns, impact assessments, sensitivity analysis and fiscal considerations. The project is the first comprehensive specific plan document for the City.
- Downtown Brawley Specific Plan (SCAG Compass Blueprint) (Brawley, CA)
- Imperial Highway Corridor Plan (SCAG Compass Blueprint) (La Mirada, CA)
- Downtown Specific Plan (Coronado, CA) - Project Planner
- Titan Group: San Gabriel Valley Transit Village Specific Plan (El Monte, CA) - Project Manager
- Festival Companies: Santa Fe Trail Plaza Specific Plan (El Monte, CA) - Project Manager
- Glendora Route 66 Corridor Specific Plan and Program EIR (Glendora, CA) - Project Planner
- Bardis & Allred Partnership: Land Use Plan (Los Alamitos, CA) - Project Manager
- Poway Town Center Outreach and Facilitation (Poway, CA) - Project Planner
- Town of Prescott Valley (AZ) Central Business District / Highway 69 Parkway Redevelopment





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

BOB KLEKNER | URBAN DESIGN



Education:

B.S., 1976, Landscape Architecture, Cal Poly, Pomona

Years of Experience: 37

Availability: 25%

Professional Affiliations:

Member, National Trust for Historic Preservation
Member, Friends of Rancho Santa Ana Botanic Gardens

Member, Historic Route 66 Association
Member, Toastmasters International Club #8803
2001 Awards Judge for APA Orange Section
2005 Awards Judge for California Downtown Association

Project Awards:

*Pueblo Viejo
Revitalization Plan:
2010, California
Downtown
Association, Crystal
Eagle Award*

Mr. Klekner is a versatile and talented designer experienced in landscape architecture, urban planning, and design, with an extraordinary vision for public space design. He is a recognized expert in public space design, streetscape enhancement programs, urban design master plans, historic downtown revitalization, and signage and wayfinding studies. Highly sought by clients, Mr. Klekner has the ability to work closely with the public to convert their verbally conveyed ideas and visions into physical urban design realities.

Relevant Projects:

- **Downtown Fullerton Alleyscape (SOCO District)** - Urban Designer. RBF's Urban Design Studio was retained by the City of Fullerton Redevelopment Agency to develop an urban design program for two alleys in the City's SOCO (South of Commonwealth) District. Mr. Klekner developed concept designs incorporating pedestrian-friendly venues while maintaining the authenticity and functionality of the alleys. The constructed project is a showcase for thematic gateway and wayfinding signage, landscape, hardscape, and plaza atmosphere with convertible parking area.
- **Pueblo Viejo Revitalization Plan (Compass Blueprint Demonstration Project) (Coachella, CA)** - Urban Designer. The RBF/UDS team assisted the City of Coachella and SunLine Transit Agency to work with local stakeholders in developing short- and long-term revitalization strategies including assessment of opportunities and constraints to land uses, underutilized vacant parcels, circulation, and façade rehabilitation. Mr. Klekner participated in the stakeholder meetings and prepared hand rendered concept drawings.
- South Pasadena Downtown Revitalization Project / EIR (South Pasadena)
- Las Vegas Convention Center Drive Streetscape and District Enhancement (Las Vegas, CA)
- Santa Fe/Mercantile Corridor Revitalization Specific Plan (Vista, CA)
- Perris Downtown Specific Plan (Perris, CA)



JEREMY FRANZINI, PLA | LANDSCAPE ARCHITECT | URBAN/STREET DESIGN



**Years of
Experience:** 17

Certification/Registration:

2001, Professional Landscape Architect, CA
4514

Education:

M.L.A., 1996, Landscape Architecture, Texas
A&M University
B.S., 1993, Environmental Studies, University of
California, Santa Barbara

Availability: 20%

Professional Affiliations:

Member, American Society of Landscape Architects
Member, National Recreation and Park Association
Member, Association of Pedestrian and Bicycle
Professionals

Mr. Franzini is a licensed Landscape Architect with extensive experience managing and designing landscape architectural projects throughout southern California. His expertise includes landscape design, urban design, site planning, community facilitation, conceptual and schematic design, Master Plans, construction documents, specifications, cost estimates, and project management for public and private projects. His ability to creatively balance artistic and scientific principles results in projects that are beautiful, safe, and enjoyable. Many of his projects incorporate sustainable and green design principles that create lasting benefits.

Relevant Projects:

- **Virginia Village Streetscape Improvements (Long Beach, CA)** - Landscape Architect. RBF assisted the City of Long Beach and the Redevelopment Agency with the development of the Virginia Village streetscape theme as part of the ongoing Long Beach Boulevard rehabilitation. The project included the preparation of a Streetscape Master Plan showing decorative paving, decorative crosswalks, historic street lighting and traffic signals, historic bus shelters, street trees, and low water use median landscaping. RBF prepared final construction plans, specifications, and estimates based on the Streetscape Master Plan showing the proposed improvements to the Virginia Village area. The improvements are anticipated to help the redevelopment of the area.
- **Rockfield Boulevard Streetscape Master Plan (Lake Forest, CA)** - Landscape Architect. RBF provided the City of Lake Forest a Streetscape Master Plan and final construction plans, specifications, and estimates for Rockfield Boulevard. The development of the Rockfield Boulevard Streetscape Master Plan required an extensive Community Workshop visioning process and identification of City goals and design criteria to guide the Master Plan preparation. Improvements included raised medians, parkway improvements, signing and striping, entry monuments and gateways, pedestrian and landscape lighting, decorative paving, and landscaping and irrigation.
- **State Route 55 / Newport Avenue Gateway (Tustin, CA)** - Project Manager and Landscape Architect. RBF is providing gateway and landscape design guidelines for the SR-55 northbound Edinger Avenue ramps and bid-ready landscape construction plans for the existing medians and right-of-way areas on Newport Avenue. The design guidelines will direct the streetscape improvements for future redevelopment in the area, establish a new welcoming gateway to the City of Tustin, and create a distinct urban experience for the development area. RBF is providing schematic design alternatives, a Streetscape Master Plan, and final construction plans, specifications, and estimates to City of Tustin standards.





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

JIM MC PHERSON, GISP | GIS



Years of Experience: 13

Certification/Registration:

2008, Geographic Information Systems Professional

Education:

B.A., 2000, Geography, California State University, Long Beach

Certificate 2009, Advanced Microsoft Access
Certificate, 2008, Community Viz Placeways
Certificate, 2007, ArcGIS Server Configuration and Tuning for SQL Server, ESRI

Availability: 15%

Certificate, 2007, Introduction to the Multi-User Geodatabase, ESRI

Certificate, 2005, Designing Geodatabases

Certificate, 2004, Geodatabase, ESRI

Certificate, 2002, AutoCAD 2000

Certificate, 2000, ArcView 3.2, ESRI

Professional Affiliations:

Member, Urban and Regional Information Systems Association (URISA)

Member, ESRI ArcGIS Users Group

Mr. McPherson's experience includes Geographic Information Systems (GIS) technology for utility, environmental, engineering, and planning projects. He is experienced in database design, GIS analysis, data automation, data creation and cartographic presentation.

Relevant Projects:

- California High-Speed Rail - Surveying and Mapping (Los Angeles to Orange County Segment, CA)
- Bus Stop Evaluation and Improvement Plan (Lancaster, CA)
- Alton Parkway Extension (Orange County, CA)
- General Plan Updates: Cities of Duarte, Murrieta, Glendora, Lancaster, and others.

BOB MATSON | MOBILITY AND PARKING / ENVIRONMENTAL



Years of Experience: 28

Education:

B.S., 1984, Engineering Technology, California State Polytechnic University, Pomona

Certificate, 1988, Land Use and Development Planning, University of California, Irvine

Professional Affiliations:

Member, Institute of Transportation Engineers
Member, Association of Pedestrian and Bicycle Professionals

Member, Congress for the New Urbanism

Board Member, Spectrumotion Transportation Management Association

Availability: 20%

Additional Projects:

- Glendale Galleria Traffic and Parking Study
- Torrance Citywide Comprehensive Traffic Study

Bob Matson has diverse traffic and transportation experience in preparing a wide range of traffic studies and transportation planning analyses. Mr. Matson and his staff generate a variety of traffic/transportation studies to analyze and document projects at various stages of development, such as conceptual planning, preliminary engineering, agency general plan/zoning modifications, environmental documentation, project/infrastructure phasing, site plans, tract maps, final engineering, construction traffic management plans, and parking studies. Mr. Matson has served as a volunteer Board Member of the Irvine Spectrumotion Transportation Management Association (TMA) Board of Directors for over 15 years.

Relevant Projects:

- El Monte Transit Village Mixed-Use Transit Oriented Development (TOD) at Los Angeles



- Beverly Hills Gardens and Montage Hotel Traffic and Parking

Metropolitan Transportation Authority (MTA) Metro Silver Line Station (El Monte, CA) - Mr. Matson prepared the traffic and circulation studies for planning, design, and approval of the El Monte Transit Village TOD project located at the Metro Silver Line El Monte Station. The site became the eastern terminus for the Metro Silver Line in 2010 when the Los Angeles MTA opened the bus rapid transit (BRT) line from El Monte to Downtown Los Angeles to its southern terminus at the Artesia Transit Center in Gardena; with the exception of Downtown Los Angeles, the Metro Silver Line BRT travels in dedicated right-of-way along Interstate 10 and Interstate 110. The project converts the Metro Silver Line Station/El Monte Bus Park & Ride Station, which provides 2,100 parking spaces and is served by Metro buses and Foothill Transit buses, into a mixed use transit village by adding 700 multi-family residential dwelling units and 140,000 square feet of retail/restaurant use. As part of the transit village, primary access at the Santa Anita Avenue and Ramona Boulevard intersection is planned to be grade-separated to allow buses serving the Metro Silver Line Station/El Monte Transit Village to travel under the intersection without stopping.

- **Grossmont Transit Center Transit Oriented Development (TOD) at San Diego Metropolitan Transit System (MTS) Grossmont Trolley Station (La Mesa, CA)** - Mr. Matson prepared the traffic and parking analyses for planning and approval of Grossmont Transit Center mixed use TOD project located at the San Diego MTS Grossmont Trolley Station. The project consists of adding 527 multi-family residential dwelling units and 3,000 square feet of retail use to the Grossmont Trolley Station. The mixed use TOD project was constructed on the 900 parking space surface lot of the MTS Grossmont Trolley Station, requiring extensive parking analyses to develop phased construction of the project to continue providing parking for the trolley station during construction. The detailed parking analysis also analyzed parking conditions at the San Diego MTS Amaya Trolley Station, the trolley station to the east of the Grossmont Trolley Station, which served as overflow parking to parking capacity temporarily displaced the project site during project construction. Coordination was required with MTS staff on routing of MTS buses serving the MTS Grossmont Transit Center through the various stages of project construction.

PAUL MARTIN, PE, TE | MOBILITY AND PARKING



Alta Planning + Design

** Completed while working for another firm*

Certification/Registration:

Civil Engineer: California #65868, 2003
Wyoming #10623, 2005
Nevada #19817, 2008
Arizona #49276, 2009
Traffic Engineer:
California #2315, 2005

Availability: 25%

Education:

BS, Civil Engineering, University of California, Irvine, 1999

Professional Affiliations:

Association of Pedestrian and Bicycle Professionals
Urban Land Institute
Congress for the New Urbanism

Paul Martin has extensive experience in transportation planning and land use planning developed with a civil engineering background. He focuses on land use and mobility projects to improve transportation choices, and increase community resiliency. Paul finds innovative solutions to minimize transportation impacts on global climate change in response to evolving





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

political environments, public sentiment, and government legislation. He has led preparation of bicycle master plans, corridor plans, downtown mobility plans, and parking master plans. He is proficient at CEQA processing of transportation studies and finding innovative and defensible solutions to minimize traffic impacts while improving access to bicycle, pedestrian, and transit facilities.

Relevant Projects:

- **LA Metro First/Last Mile Strategic Plan** | The First-Last Mile Strategic Plan advances the objectives established by Metro's Board to promote active transportation. Paul is the intermodal planning lead on the consultant team, developing technical analysis to support the development of an Active Transportation and Design Policy. Paul is providing recommendations for the types and sizing of intermodal facilities as well as case-study analysis of 10 prototypical transit stops for the purpose of establishing "optimal" modal-access targets.
- **Orange County Transportation Authority Districts 1 and 2 Bikeways Collaborative** | Paul is Assistant Project Manager for this project, which involves developing a bikeways strategy for Districts 1 and 2 in Orange County. Phase 1 of the project will identify 50 miles of regional corridors in which link to adjacent district routes. Alta will prioritize the routes based on Bicycle Corridor Improvement Program criteria. In Phase 2, feasibility studies will be conducted for the top-ranked corridors.
- **The Gateway Project Transportation Planning, Temple City*** | Paul supported City staff during traffic analysis and site access planning for The Gateway Project. Paul provided ongoing coordination with City staff to ensure the project accounted for the Rosemead Boulevard Beautification Project, and provided for pedestrian, bicyclist, and transit user connectivity to the commercial site. Additionally, narrowing of Las Tunas Drive was reviewed to increase landscaping adjacent to the roadway for improved aesthetics and visual character along the key Downtown roadway.
- **Alessandro Boulevard Corridor Project, Moreno Valley*** | Paul managed preparation of the Alessandro Corridor Implementation Project under funding provided through the SCAG Compass Blueprint Demonstration Program. The project created new mixed-use zoning standards along the major east-west corridor within the City. The team helped coordinate City efforts to plan their land use and transportation system to catalyze nodes of activity, attract private sector growth, increase mobility choices, reduce environmental burden, and accommodate all users consistent with the Complete Streets philosophy.

GREG MAHER, RLA | MOBILITY AND PARKING

Alta Planning +
Design

Years of
Experience: 10

Availability: 25%

Certification/Registration:

Certificate in Landscape Architecture, University of California, Los Angeles Extension, 2007
Registered Landscape Architect, State of California #5670

Education:

Master of Architecture, Southern California Institute of Architecture (SCI-ARC), 1985
Bachelor of Fine Arts, Design, University of California, Los Angeles, 1981

Professional Affiliations:

Member, American Planning Association
Member, Los Angeles Bicycle Coalition (member Eastside Neighborhood Bike Ambassador)
Member, Theodore Payne Foundation

SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN



** Completed while
with another firm*

*ASLA Student
Honor Award,
Community Service:
Gorman Wildflower
Preserve 200*

Greg Maher is a Registered Landscape Architect with 10 years of experience in landscape architecture and urban design on Complete Streets and alternative transportation mode projects. Through his background in design, project management and construction management he has developed strong organizational skills to keep projects moving smoothly through all phases of implementation. Greg has managed and implemented projects of varying scales and complexity, and has been instrumental in keeping projects on schedule and on budget. His experience in conducting community outreach efforts has demonstrated his ability to engage all community stakeholders in planning; a critical element in the creation of successful projects.

Relevant Projects:

- **Figueroa Corridor Streetscape Project, Los Angeles*** | Managing a team of 13 sub-consultants, Greg was Administrative Project Manager on a \$21 million streetscape project intended to make Figueroa Street a Complete Street for 3.5 miles stretching from 7th Street south to Martin Luther King Jr. Boulevard. The project also included parts of 11th Street and Bill Robertston Lane. Complex outreach and multiple community and city agency meetings helped facilitate the team's preferred design improvements which will include fully buffered and signaled cycle lanes, increased street trees, widened sidewalks and transit amenities.
- **Streetscape Projects for Sherman Oaks, Studio City, Hollywood, Glendale, Culver City*** | Greg has worked on numerous streetscape and median projects throughout Southern California facilitating the competing interests among stakeholders and various city agencies and departments that have jurisdiction over public works and sheparding those projects through the approval and construction process. The projects also have included multiple community workshops and outreach efforts to secure input and consensus. All the projects used sustainable plant palettes and water efficient irrigation systems. On several projects in Culver City, Greg also served as Construction Administrator and was responsible for keeping the construction effort on time and on budget while acting as the agent for the city.
- **Agua Caliente Master Plan Update, Landscape Architecture, and Street Design, Palm Springs** | Greg is Project Landscape Architect for this Master Plan update for the Agua Caliente Band of Cahuilla Indians. Section 14 is a 630 acre area within the Band's jurisdiction as well as the City of Palm Springs. The update will consist of a Complete Streets Plan for the roadways in Section 14, realizing the Master Plan's vision of mixed-use, transit, bicycle, and pedestrian friendly district. Design concepts provide multi-modal transportation choices, function for bicycles and pedestrians as well as vehicles, high aesthetics, and sustainable low-maintenance landscape. The project design elements were developed through a multi-faceted public communication and outreach plan careful attention to standards and guidelines.





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

EMILY DUCHON, ALSA LEED AP | MOBILITY AND PARKING

Alta Planning +
Design

Years of
Experience: 11

Availability: 20%

Education:

Masters of Landscape Architecture, University
of Michigan, School of Natural Resources,
2007

Bachelors in Environmental Policy, University of
Michigan, School of Natural Resources, 2001

Professional Affiliations:

American Society of Landscape Architects
U.S. Green Building Council LEED® Associated
Professional

Awards:

- *International Federation of Landscape Architects, Jury Award*
- *ASLA Student Merit Award*

Emily Duchon is a LEED® Accredited Professional with a strong portfolio of bicycle, pedestrian and trail master plans as well as trail, park and wayfinding designs. She has a broad range of project experience ranging from trails in natural open spaces to urban wayfinding projects. Emily's creativity, energy, and eight years of experience in ecological design give her the tools to create vibrant public spaces and transportation networks in communities. She brings a diverse skill set to her work and takes projects from concept design through construction drawings. Emily's ability to conduct successful community outreach efforts is a valuable asset for building project support and community investment in Alta's projects.

Relevant Projects:

- **City of El Monte Health & Wellness Wayfinding (El Monte, CA).** Alta designed a wayfinding program for pedestrian paths in City parks for the City of El Monte, CA. Emily managed the project as well as conducted site fieldwork, designed production ready signs, pavement markings and informational kiosks.
- **Shoppers Lane Streetscape Improvements (Covina, CA).** Alta provided design services for landscape improvements to a commercial streetscape and city-owned parking lot at Shoppers Lane in the South Citrus Commercial. The project achieved the goal of improving the sustainability of the site by improving permeability while reducing maintenance costs. Emily served as project manager and Alta saw the project through construction providing; concept designs, community outreach, construction documents, cost estimates and maintenance guidelines.
- **Culver City Bicycle and Pedestrian Initiative (Culver City).** Alta led the Culver City Bicycle and Pedestrian Initiative from concept to initial implementation. Emily designed roadway improvements to implement a bicycle boulevard for the project's pilot project and developed a bicycle wayfinding plan for the City's new bikeway network.
- **City of Los Angeles Bicycle Master Plan Update (Los Angeles).** Alta led a major update of the City of Los Angeles Bicycle Plan, including an extensive field review and analysis of the existing proposed bikeway system, development of performance criteria, new goals and policies, an implementation and financial strategy, and feasibility analysis of recommended projects. Emily updated the bikeway database and produced bicycle facility maps.
- **Long Beach Blue Line Bicycle and Pedestrian Access Plans (Long Beach, CA).** Emily served as Designer on this project to develop bicycle/pedestrian access plans for eight Metro Blue Line Stations in the city. Alta developed plans for infrastructure improvements through field audits within a half-mile radius of each station. Alta conducted station audits with neighborhood community groups, and developed and administered trilingual user surveys to assess potential redesign options for station areas. Alta also wrote the Highway Safety Improvement Program (HSIP) grant application for an intersection improvement project identified in the



plan. Winner of SCAG 2011 Compass Blueprint Recognition Award for Achievement in Mobility.

MINA BROWN, AICP | COMMUNITY OUTREACH



Certification/Registration:

2011, Certificate in Public Participation,
International Association for Public
Participation (IAP2)
2009, American Institute of Certified Planners,
#024139

Years of Experience: 8

Availability: 30%

Education:

Masters of Urban and Regional Planning, 2008,
University of California, Irvine
B.S., 2000, Mathematics with Minor in Information
and Computer Science, University of California,
Irvine

Professional Affiliations:

Member, American Planning Association (APA)
Member, Planners Network

Ms. Brown entered the community development field through the NeighborWorks® network of neighborhood revitalization organizations and served for a year as executive director of a downtown revitalization organization based on the Main Street Approach™ of the National Trust for Historic Preservation. She takes on a variety of roles in planning projects, with an emphasis on public participation that builds on her non-profit communication and outreach experience. She seeks to empower community members to understand planning choices, articulate their thoughts and work together to decide on actions. Toward this end, she coordinates outreach, writes content for outreach materials, plans workshops, facilitates workshop exercises, and summarizes public input.

Relevant Projects:

- **Altadena Community Visioning Process (Altadena, CA)** - Ms. Brown played a major role in workshop planning and facilitation, met with community groups, analyzed community input, and took the lead on producing the Vision Report that was the end product for this six-month process. The Community Development Commission of the County of Los Angeles hired RBF to conduct small-group meetings and three major community workshops to gather broad community input about Altadena's future. This input is intended to set the direction for any future updates to Altadena's zoning regulations, as well as to provide the County and Altadena leaders with a better understanding of major issues and aspirations on the minds of community members. Individual Pedestrian / Bicycle Safety and Circulation Plans for Eight Public Schools (K-8) (SRTS) (Mission Viejo) 2012
- **Citywide Visioning (Buellton, CA)** - Ms. Brown assisted with workshop planning, facilitation, and project coordination. The RBF team worked closely with a community-based steering committee to develop and implement a number of participation activities aimed at developing a citywide vision. Opportunities to provide input and engage in community dialogue included: community visioning workshops; steering committee meetings; youth workshops; and an online survey / virtual workshop. Following the series of initial visioning workshops, RBF developed a Vision Plan and Report which included recommended action steps for the community.
- Sustainable Community and Healthy Community General Plan Elements (Monterey Park)
- Individual Pedestrian / Bicycle Safety and Circulation Plans for Eight Public Schools (SRTS) (Mission Viejo, CA)





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

JEANETTE CAPPIELLO | COMMUNITY OUTREACH (GRAPHIC DESIGN)



Years of Experience: 18

Education:

B.F.A., 1994, Graphic Design, Columbia College, Chicago, IL

Certificate of Completion, 2010, Web

Authoring, Irvine Valley College, Irvine, CA

Professional Affiliations:

Board Member, Home Builders Council, Orange County

Member, National Association of Photoshop Professionals

Member, Orange County Multimedia Association

Availability: 15%

As Assistant Art Director, she works hand in hand with the Creative Director in the development of design solutions. Ms. Cappiello is a designer for our Planning and Urban Design department, working on projects such as the Lancaster General Plan, Lancaster Specific Plan, Garden Grove General Plan, Downtown Sierra Madre Specific Plan, Buena Park General Plan, Brawley Downtown Specific Plan, Murrieta General Plan, and Pasadena Green Building Outreach and Education Program.

Ms. Cappiello designs project branding, presentation graphics for community meetings and presentations, and community workshop handouts, flyers, web-graphics and presentation graphics.



COLLETTE L. MORSE, AICP | LEAD ENVIRONMENTAL



**Years of
Experience:** 27

Availability: 25%

Certification/Registration:

1996, American Institute of Certified Planners, 12382

Education:

B.A., 1984, Geography / Ecosystems, U.C.L.A.

Professional Affiliations:

Commissioner, American Institute of Certified Planners (AICP) for Region VI, 2006 – 2010
Past President, California Chapter, American Planning Association, 2005
President, California Chapter, American Planning Association, 2003 to 2004

President-Elect, California Chapter, American Planning Association, 2002
Vice President of Public Information, California Chapter, American Planning Association, Board of Directors, 2000 to 2001

Conference Co-Chair, 1998 California Chapter APA State Conference, Orange Section

Marketing Director, California Chapter, American Planning Association Board of Directors, 1992 to 1999

Legislative Review Team Member, California Chapter, American Planning Association, 1990 to Present
Section Director, Orange Section, California Chapter, American Planning Association, 1989 to 1992
Member, American Planning Association, 1986 to Present

Collette Morse, AICP, specializes in environmental and policy planning for both public agencies and private developers. She has considerable project management experience preparing General Plans and CEQA documents on controversial and high-profile projects from her 25+ years of working for private consulting firms. She has prepared environmental documents for policy plans, mixed-use developments, high-rise office, commercial, residential, industrial, schools (elementary, high school, and colleges/universities), hospitals, and redevelopment projects for both public and private sector clients throughout California. She is a frequent speaker on CEQA-related topics at APA Conferences.

Relevant Projects:

- **Duarte Station Specific Plan and EIR (Duarte, CA)** - Project Manager. The Metro Gold Line will be extending through the San Gabriel Valley in the next several years, including a stop in Duarte. The City of Duarte wants to ensure that property around the Gold Line Station will be transit-oriented and flexible with respect to land uses to respond to market conditions and to implement the General Plan. To assist the City in developing such opportunities, the City has retained RBF Consulting to prepare a Specific Plan and EIR for the 19-acre site, with Dahlin Group, Economic & Planning Systems, and Laer Pearce Associates providing urban design, economic, and public awareness support.
- Rose Gardens at Santa Teresita Specific Plan EIR (Duarte, CA)
- Duarte General Plan Update EIR (Duarte, CA)
- Monterey Park Healthy Community and Sustainability Elements (Monterey Park, CA)
- Atlantic Square Shopping Center Redevelopment Initial Study (Monterey Park, CA)
- Downtown Sierra Madre Specific Plan Administrative Draft Program EIR, (Sierra Madre, CA)
- Mission District Specific Plan Program EIR (San Gabriel, CA)
- 416 East Las Tunas Drive Mixed Use Project Mitigated Negative Declaration (San Gabriel, CA)
- The Gateway Project Subsequent Mitigated Negative Declaration (Temple City, CA)
- Centro Pacific Mixed Use Project Mitigated Negative Declaration (Huntington Park, CA)
- Mission 261 Village Project Supplemental EIR (San Gabriel, CA)
- San Gabriel Center EIR, San Gabriel (San Gabriel, CA)





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

STARLA BARKER, AICP | ENVIRONMENTAL ANALYST


Certification/Registration:

2009, American Institute of Certified Planners,
024079

Years of Experience: 11

Availability: 30%

Education:

Masters, 2004, Urban and Regional Planning,
California State Polytechnic University, Pomona
B.A., 1996, Business Economics, University of
California, Riverside

Professional Affiliations:

Member, American Planning Association (APA)

Ms. Barker received her master's degree in urban and regional planning from California State Polytechnic University, Pomona, specializing in community development and environmental planning. At RBF, Ms. Barker's primary responsibilities are the preparation and management of environmental documents (Initial Studies, Negative Declarations, Environmental Impact Reports, and Environmental Assessments), as well as other policy planning documents, including General Plans and Specific Plans. She conducts research and analysis, and writes environmental documents for CEQA and NEPA compliance.

Relevant Projects:

- DWP Specific Plan Amendment EIR (Seal Beach, CA)
- Centerstone Specific Plan IS/MND (Cypress, CA)
- Historic Upland Downtown Specific Plan EIR (Upland, CA)
- Downtown Lancaster Specific Plan EIR (Lancaster, CA)
- Perris Downtown Specific Plan EIR (Perris, CA)
- South Pasadena Downtown Revitalization EIR (South Pasadena, CA)

EDDIE TORRES, INCE | ENVIRONMENTAL / AIR AND NOISE



Availability: 15%

Certification/Registration:

Institute of Noise Control Engineering

Years of Experience: 13

Education:

M.S., 2005, Mechanical Engineering, University
of Southern California

B.S., 2000, Mechanical Engineering, University of
California, Irvine

B.A., 2000, Environmental Analysis and Design,
University of California, Irvine

Professional Affiliations:

American Planning Association
Institute of Noise Control Engineering
Air & Waste Management Association

Mr. Torres serves as the Director of Technical Studies, with a specialty in Acoustics, Air Quality, Climate Change, and Visual Impact Assessments. Mr. Torres leads RBF's efforts to be at the forefront of Global Climate Change studies. Mr. Torres has prepared numerous analyses that are consistent with climate change legislation such as Assembly Bill 32, Senate Bill 97, Executive Order S-3-05, and Senate Bill 375. In addition to analyzing climate change impacts, Mr. Torres has led the development of numerous greenhouse gas inventory models which calculate greenhouse gas emissions from such sources as vehicular traffic, stationary sources, electricity consumption, water consumption, wastewater treatment, and construction processes.





Relevant Projects:

- Duarte Station Specific Plan and EIR (Duarte, CA)
- Rose Gardens at Santa Teresita Specific Plan EIR (Duarte, CA)
- Duarte General Plan Update EIR (Duarte, CA)
- Downtown Sierra Madre Specific Plan Administrative Draft Program EIR, (Sierra Madre, CA)
- Mission District Specific Plan Program EIR (San Gabriel, CA)
- 416 East Las Tunas Drive Mixed Use Project Mitigated Negative Declaration (San Gabriel)
- The Gateway Project Subsequent Mitigated Negative Declaration (Temple City, CA)
- Centro Pacific Mixed Use Project Mitigated Negative Declaration (Huntington Park, CA)

JOHN ANDREW, PLA | STREET DESIGN



**Years of
Experience:** 30
Availability: 15%

Certification/Registration:

1989, Professional Landscape Architect, CA, 3152
1999, Registered Landscape Architect, AZ, 33626
2000, Registered Landscape Architect, NV, 580
2006, Registered Landscape Architect, ID, LA-16601
2008, Registered Landscape Architect, NM, 432
2009, Registered Landscape Architect, UT, 7280534-5301

Education:

B.S., 1984, Landscape Architecture, California Polytechnic State University, San Luis Obispo

Professional Affiliations:

Member, Council of Landscape Architectural Registration Board (CLARB)

John Andrew is the manager of the landscape architecture design group at RBF. He has been responsible for the management and design of over 200 public works projects throughout California, Arizona and Nevada. He has completed projects for state, county and city governments involving decorative architectural treatments as well as landscaping and irrigation systems. Projects have included electrical infrastructure facilities, pipelines, roadways, water quality facilities, and erosion control and mitigation sites. He has conducted community workshops, made public presentations, prepared conceptual landscape plans and computer generated photo-realistic before and after renderings and completed final landscape and irrigation construction plans.

Relevant Projects:

- Carnegie Library Streetscape Improvements (Anaheim, CA)
- Indio Downtown Streetscape – Miles Avenue (Indio, CA)
- Fullerton Alleyscape (Fullerton, CA)
- **Searl Parkway Landscape Design, Diamond Valley Lake (Riverside County, CA)** - Project Landscape Architect. RBF was retained by the Metropolitan Water District of Southern California (MWD) to prepare a conceptual landscape master plan and final construction plans, specifications and estimates for over one mile of landscape and street improvements for the first phase of Searl Parkway in the City of Hemet.
- **La Mesa Downtown Streetscape Improvement Plans (La Mesa, CA)** - Landscape Architect. RBF provided urban streetscape improvements to beautify and invigorate the City of La Mesa's downtown core which is connected by major arterial roads (University Avenue and





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

Spring Street) and a network of peripheral roads.

- **Paseo Del Sol (Temecula, CA)** - Landscape Architect. Responsible for the preparation of conceptual landscape master plan for a 60-acre site in the City of Temecula which included several large elaborate entry features and streetscape.

LISA VAN DORPE, PE | STREET DESIGN AND ENGINEERING



Certification/Registration:

1996, Civil Engineer, CA, 56229

Education:

B.S., 1992, Civil Engineering, California State University, Fullerton

Years of Experience: 20

Availability: 20%

Professional Affiliations:

Member, American Society of Civil Engineers

Member, Society of Women Engineers, Orange County

Ms. VanDorpe has experience in Public Works and site development projects including roadway, industrial, recreational, and educational facilities. Ms. VanDorpe is experienced in roadway and alley rehabilitation, arterial geometric alignment analyses, and multi-discipline project coordination. She has coordinated design and information resources for multi-discipline projects.

Relevant Projects:

- **Carnegie Library Streetscape Improvement (Anaheim, CA)** - Project Manager. RBF prepared design documents for the widening of existing sidewalk and the addition of historical banners in front of the newly refurbished Carnegie Museum. The sidewalk included features such as up-lighting for the banners, street trees, and landscaping; utility coordination, signal modifications, and parking improvements.
- **Long Beach Boulevard Rehabilitation and Pedestrian Improvements (Long Beach, CA)**
Current - Project Manager. Ms. VanDorpe led a team of engineers and landscape architects to develop the *Virginia Village* theme as a part of the ongoing Long Beach Boulevard rehabilitation. With the oversight of the redevelopment Agency, RBF prepared pavement overlay plans along with a portion of parkway improvement plans.
- **Wilshire Boulevard Rehabilitation (Beverly Hills, CA)** - Ms. VanDorpe designed the reconstruction of the heavily traveled Wilshire Boulevard and provided federal funding assistance. This arterial required coordination with transit districts, business owners and City business councils to repave the asphalt road and replace bus pads for approximately 2 ½ miles of roadway.



BILL COX, PLS | STREET DESIGN AND ENGINEERING

Years of
Experience: 23

Availability: 15%

Certification/Registration:

1992, Professional Land Surveyor, CA, 6673
2011, Transportation Worker Identification
Credential (TWIC)

Education:

B.S., 1977, Business Administration, Colorado State
University

Professional Affiliations:

Member, American Congress on Surveying and
Mapping

Mr. Cox's surveying experience includes surface modeling, earth quantity calculations, field-to-finish topographic mapping, Starnet applications, and Autodesk Land Desktop. He has worked in numerous disciplines of land surveying, including boundary, topographic and aerial mapping, construction staking, control, settlement and deformation, cadastral mapping, and geophysical surveys.

Relevant Projects:

- Mohler Drive Electrical Undergrounding (UD-49) (Anaheim, CA)
- Alton Parkway Construction Survey (Orange County, CA)
- Sand Canyon Avenue Grade Separation at the Metrolink/BNSF Railroad (Irvine, CA)
- Cabot Road/Camino Capistrano Grade Separation at the Metrolink/BNSF Railroad (San Juan Capistrano)
- State route 60/Grans Avenue Interchange Improvements (Industry, CA)
- State Route 57 Northbound Widening Final PS&E (Orangethorpe to Yorba Linda)





Related Projects

The RBF team has a vast amount of experience preparing specific plans for major commercial corridors, land use, transit oriented development, Complete Streets, and satisfying the requirements of projects funded through agencies such as Southern California Association of Governments (SCAG), Caltrans, San Diego Association of Governments (SANDAG), and municipal entities. A summary of our experience is presented in the table below. Many of these projects involved extensive coordination with the public agency, developers, and contractors to ensure construction within schedule. Several projects have been described for you in the following pages with references you may contact. Work samples have been provided on the CD ROM along with our proposal.

Project Location	Land Use / Policy	TOD	Mobility	Traffic / Parking	Street Improvement / Streetscape	Outreach	CEQA	City / Agency
RBF Consulting								
Virginia Village Long Beach					✓			Caltrans
Downtown Parking Master Plan Temple City				✓		✓		Temple City
El Monte Transit Village El Monte	✓	✓	✓	✓	✓	✓		El Monte
Imperial Highway Corridor Plan La Mirada	✓	✓	✓	✓	✓	✓		SCAG
Altadena Visioning Outreach Altadena	✓					✓		Altadena
Montage Hotel Landscape Design Beverly Hills					✓			Beverly Hills
So. Pasadena Downtown EIR So. Pasadena	✓			✓			✓	So Pasadena
Duarte General Plan Duarte	✓					✓	✓	Duarte
Carnegie Library Landscape Improvements Anaheim				✓	✓			Anaheim
Miles Avenue Street Improvements Indio				✓	✓			Indio
12 th Street Streetscape Coachella					✓			SCAG
Pueblo Viejo 6 th Street Landscape Improvements Coachella			✓	✓	✓			SCAG
Fullerton Alleyscape Fullerton	✓		✓		✓	✓		Fullerton
Sustainable & Healthy Community Elements for the General Plan Monterey Park	✓	✓	✓			✓		Monterey Park
Traffic Calming Program Master Plan Temple City			✓	✓	✓	✓		Temple City
Alessandro Boulevard Corridor Implementation Moreno Valley	✓		✓				✓	SCAG
Downtown Streetscape Improvement Plans La Mesa			✓	✓	✓	✓		La Mesa
Grossmont Center Transit Oriented Development/Traffic and Parking Impact La Mesa	✓	✓		✓	✓	✓		La Mesa / SANDAG / MTS
Alta Planning + Design								
Thousand Oaks Boulevard Pedestrian and Bicycle Improvements Agoura Hills			✓		✓			Agoura Hills
Bicycle Master Plan Temple City			✓	✓	✓			Temple City
Pedestrian Action Plan Santa Monica			✓					San Bernardino
Improving Transit Access for Cyclists and Pedestrians San Bernardino Valley			✓					SCAG
LA Metro First-Last Mile Strategic Plan L.A.	✓		✓					LA Metro

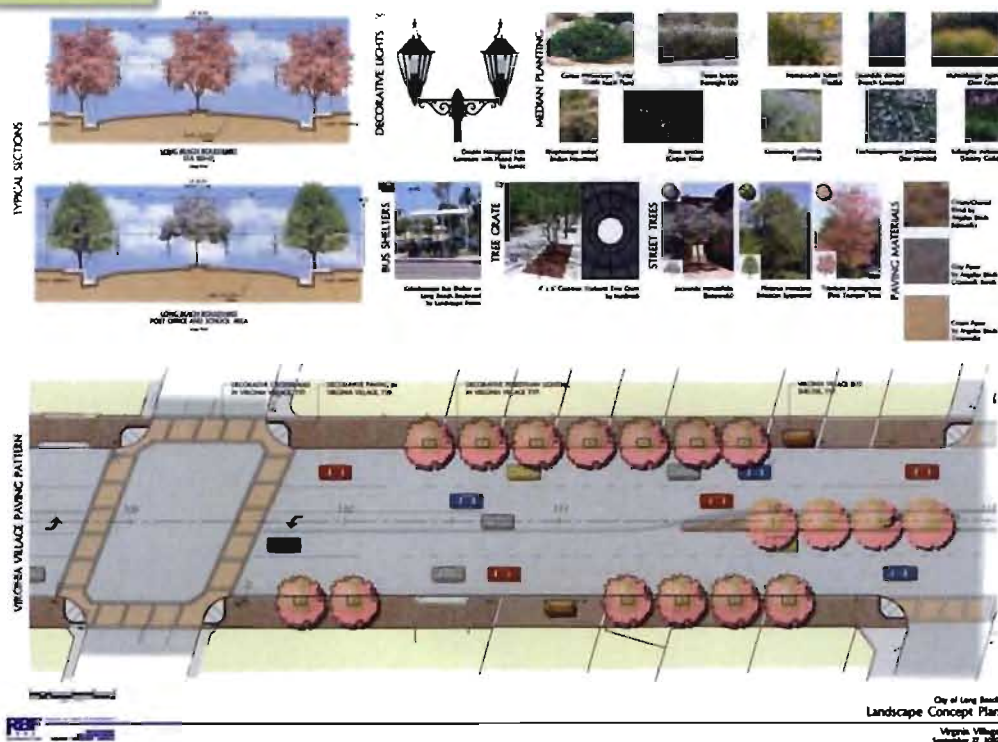


VIRGINIA VILLAGE STREETSCAPE IMPROVEMENTS | LONG BEACH

- Site Evaluation and Analysis
- Traffic Signal Interconnects
- Landscape Architecture
- Decorative Sidewalks and Crosswalks
- Historic Street Lights, Pedestrian Lights, and Traffic Signals
- Community Meetings and Workshops

Reference:
Lincoln Lo
City of Long Beach
562/270-6293

RBF assisted the City of Long Beach with the development of the Virginia Village theme as a part of the ongoing Long Beach Boulevard rehabilitation. With the oversight of the Redevelopment Agency, RBF prepared pavement overlay plans and parkway improvement plans. The improvements were selected to reflect historical characteristics of the area and consist of new custom bus shelters, decorative pedestrian lighting, replacement of street lighting and traffic signals with decorative models, street trees, landscaped medians, and decorative sidewalk paving. Coordination with the Agency for the needed sidewalk easements and traffic re-direction has continued throughout the design. Plans included concept development through construction plans, specifications, and estimates.





SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

EL MONTE TRANSIT VILLAGE SPECIFIC PLAN | EL MONTE, CA

- Transit Oriented Development (TOD)
- Urban Open Space along a 17-Mile River Corridor
- Entitlements
- Design Guidelines

Reference:

City of El Monte
Mr. David Gondek
626/580-2010

A comprehensive policy and regulatory guidance document was created to implement the City's development goals for the project area known as the El Monte Transit Village. The adopted El Monte Transit Village Specific Plan, which reflects two years of extensive community outreach, is viewed as the most significant planning project in the City's history.

This downtown redevelopment project encompasses approximately 65 acres that will guide the development of a regionally significant, mixed-use community integrating public transit, residential, retail, commercial, recreational, and entertainment uses. The El Monte Transit Village Plan provides entitlements for up to 1,850 dwelling units, 1.4 million square feet of commercial development and 6 acres of park and open space facilities.

The project utilizes a transit oriented development (TOD) approach, creating a compact, mixed, pedestrian-friendly development in close proximity to transit choices - ultimately providing community benefit from reduced traffic congestion, reduced energy consumption and reduced mobile source air pollutant emissions. A primary project goal is to enhance connectivity to the current Metro Transit Center, which is the largest transportation facility west of the Mississippi River.

The project will reconfigure urban open space, improve the access to, and visibility of existing parkland, and provide linkages to the 17-mile Rio Hondo and San Gabriel river parkway corridor known as the "Emerald Necklace."



SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN



IMPERIAL HIGHWAY CORRIDOR SPECIFIC PLAN | LA MIRADA, CA

- Specific Plan
- Land Use Studies
- Mobility Studies
- Public Infrastructure Analysis
- Visual Simulations
- Public Participation / Community Visioning
- Economic Analysis

Reference:

Mark Butala
Southern California
Association of Governments
213/236-1945

Award:

2012, *Compass Blueprint*
Recognition Award for
Visionary Planning for

The RBF team prepared a Specific Plan that establishes a comprehensive policy and regulatory guidance document for properties along the Imperial Highway Corridor Specific Plan area.

Separated into three key redevelopment areas, the Specific Plan ensures that future redevelopment of commercial areas accommodates both housing growth and enhanced commercial enterprises. Working with City staff, RBF prepared the goals and objectives consistent with a consolidated vision for the corridor. Incorporating community input, the Imperial Highway Corridor Specific Plan balances traffic, parking, and air quality/GHG impacts to form a realistic envelope for redevelopment grounded in economic viability. Detailed traffic and parking management strategies customized to the corridor were provided to minimize impacts of new growth on the infrastructure and adapt parking policies to strengthen economics behind future development opportunities.

With the vision and goals established, the City can actively pursue catalysts projects to initiate implementation. Initial steps were provided within the plan for City staff to commence implementation accounting for current economic realities.



LA MIRADA SPECIFIC PLAN
Land Use Overall Map





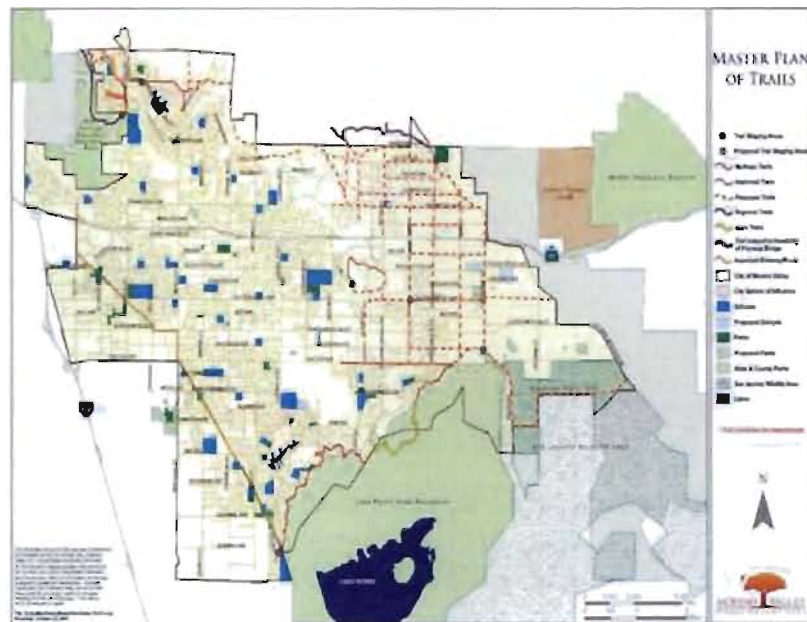
SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PLAN | MORENO VALLEY, CA

- Zoning Standards
- Environmental Documentation
- Complete Streets
- Mobility Planning

Reference:
City of Moreno Valley
Mr. Eric Lewis
951/413-3149

Zoning standards will be modified with CEQA clearance to accommodate increased transit ridership along the busy Alessandro Boulevard, supportive of a future Bus Rapid Transit Project. RBF will help coordinate with the City to plan a land use and transportation system that links key nodes of activity, attracts private sector growth, increases mobility choices, reduces environmental burden, and accommodates all users through a complete streets approach. Mobility planning will include alternative street section designs and prototype station concepts to catalyze physical improvements within the public realm.





MILES AVENUE STREET IMPROVEMENTS - INDIO, CA

- Street Reconstruction
- Sewer, Water and Dry Utility Relocation
- Urban Street Design including Landscape, Street Furniture and Enhanced Hardscape Features
- Street Lighting
- Alleyway Conversion to Pedestrian Walkways
- Public Parking Lot Construction

Awards:

- 2011, American Society of Civil Engineers (ASCE), Civil Engineering Project Improvement of the Year Award
- 2010, American Public Works Association (APWA), Coachella Valley Branch of the Southern California Chapter, Project of Merit Award - Street and Transportation - Urban Renewal Category

Reference:

City of Indio
Mr. Mariano Aguirre,
760/541-4261
maguirre@indio.org
Mr. Daniel Arvizo,
760/391-4028
darvizo@indio.org

The Redevelopment Agency (RDA) of the City of Indio is undertaking a major reconstruction effort with their proposed Revitalization of the Downtown Core area consisting of 64-acres. The RDA turned to RBF to provide planning, streetscape design, landscape architecture, engineering, and construction management services for the overall Downtown Redevelopment Area. The streetscape concept plan reconfigured Miles Avenue from a one-way street back to a two-way street, converted vehicle alley ways to pedestrian linkages to nearby parking lots, provided traffic calming on Miles Avenue and Towne Street, and maximized the ADA compliant sidewalk area. RBF also worked with the City Arts Committee to develop a plan to incorporate art into the downtown streetscape. The urban streetscape design amenities included benches, decorative lighting, drinking fountains, decorative trash receptacles, enhanced sidewalks and intersection crosswalks, decorative walls, a mix of dramatic date palms and shade trees, and low-water use shrubs and groundcovers.



RBF has completed numerous project using "sustainable design" guidelines, whereby projects were designed to meet present needs without compromising the ability of future generations to meet their own needs.





Alta Planning + Design | Related Projects

THOUSAND OAKS BOULEVARD PEDESTRIAN AND BICYCLE IMPROVEMENTS

Reference:

City of Agoura Hills
Allison Cook, Senior Planner
818/597-7310
ACook@ci.agoura-hills.ca.us

Alta Planning + Design led a study and concept design for the conversion of an auto-dominated commercial district into a Complete Streets redevelopment. The project team developed concept improvement plans for pedestrian and bicycle safety and connectivity within a five minute walk of the intersection of Thousand Oaks Boulevard and Kanan Road. In addition, the concept plan introduces a pedestrian bridge and a multi-use path along an existing canal that could provide new pedestrian and bicycle access to the commercial malls and the neighboring schools. (2012-2013)



LANDSCAPE ENHANCEMENT PLAN

Street Trees & Planted Medians



Tree Palette - Sidewalk

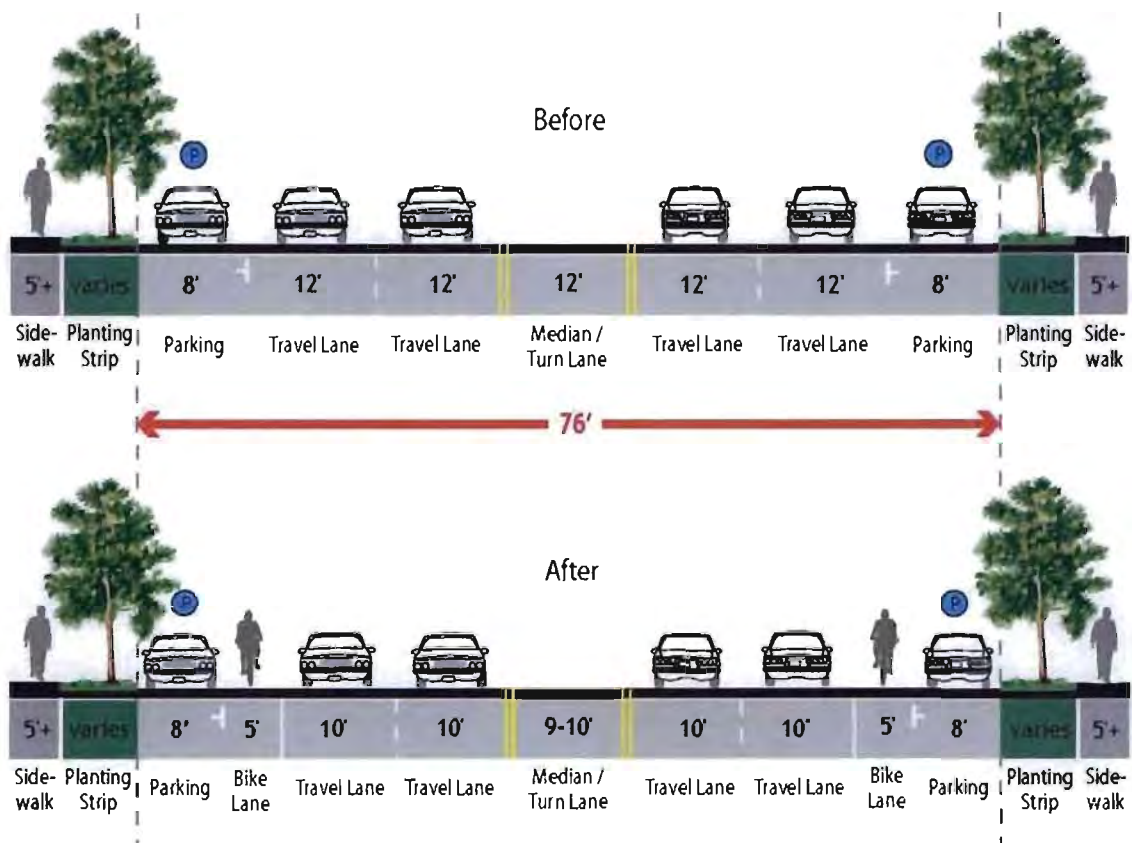




TEMPLE CITY BICYCLE MASTER PLAN

Reference:
City of Temple City
Steve Masura
626/285-2171
smasura@templecity.us

Alta prepared the City of Temple City's first citywide Bicycle Master Plan (BMP) in 2011. The Plan includes conceptual cross-sections for Baldwin Avenue, Las Tunas Drive, and Lower Azusa Road that would allow for the installation of on-street bike lanes without the need to remove auto travel lanes or curbside parking. As part of the project research, Alta analyzed more than 300 resident responses to an online survey and analyzed six years of bicycle and pedestrian collision data. Apart from network recommendations, Alta provided projected reductions in auto emissions as a result of plan implementation, provided cost estimates for various bikeway facilities, assigned project priorities for implementation, recommended non-infrastructure programs (e.g. enforcement, education, and encouragement), and summarized possible funding opportunities within the region. (2011)





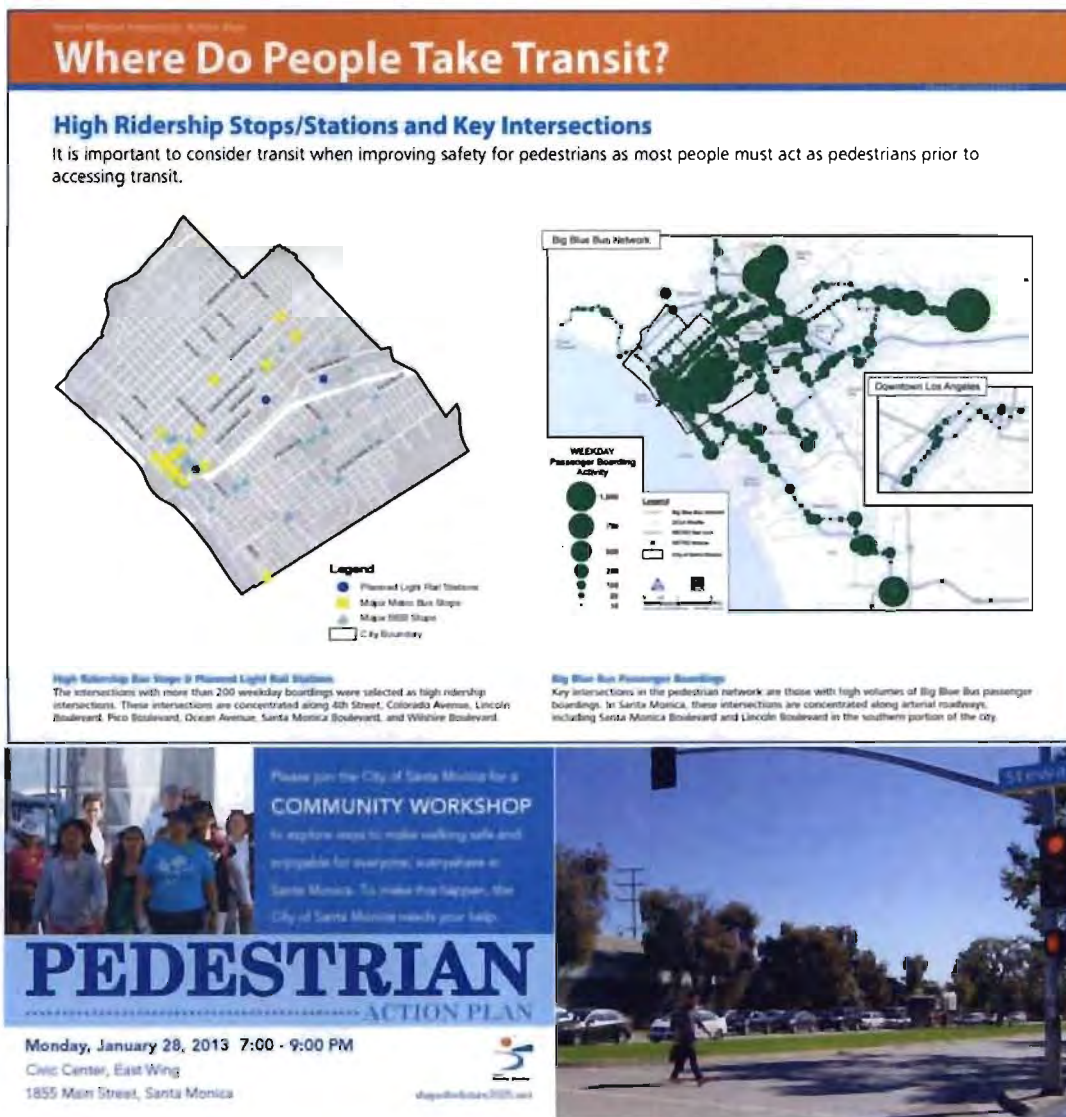
SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

SANTA MONICA PEDESTRIAN ACTION PLAN

Reference:

City of Santa Monica
Beth Rolandson
310/458-8298
beth.rolandson@smgov.net,

Alta is currently leading the Pedestrian Master Plan for the City of Santa Monica. Walking and bicycling are key components of Santa Monica's integrated land use and transportation approach that promotes multi-modal access. The goal of the Pedestrian Action Plan is to create a complete citywide pedestrian system incorporating planning, design, and programmatic implementation. Once complete, the Pedestrian Action Plan will create a pedestrian network in Santa Monica that encourages walking, removes existing barriers, expands accessibility, increases safety, and improves public health among all non-motorized travelers (2012-present).





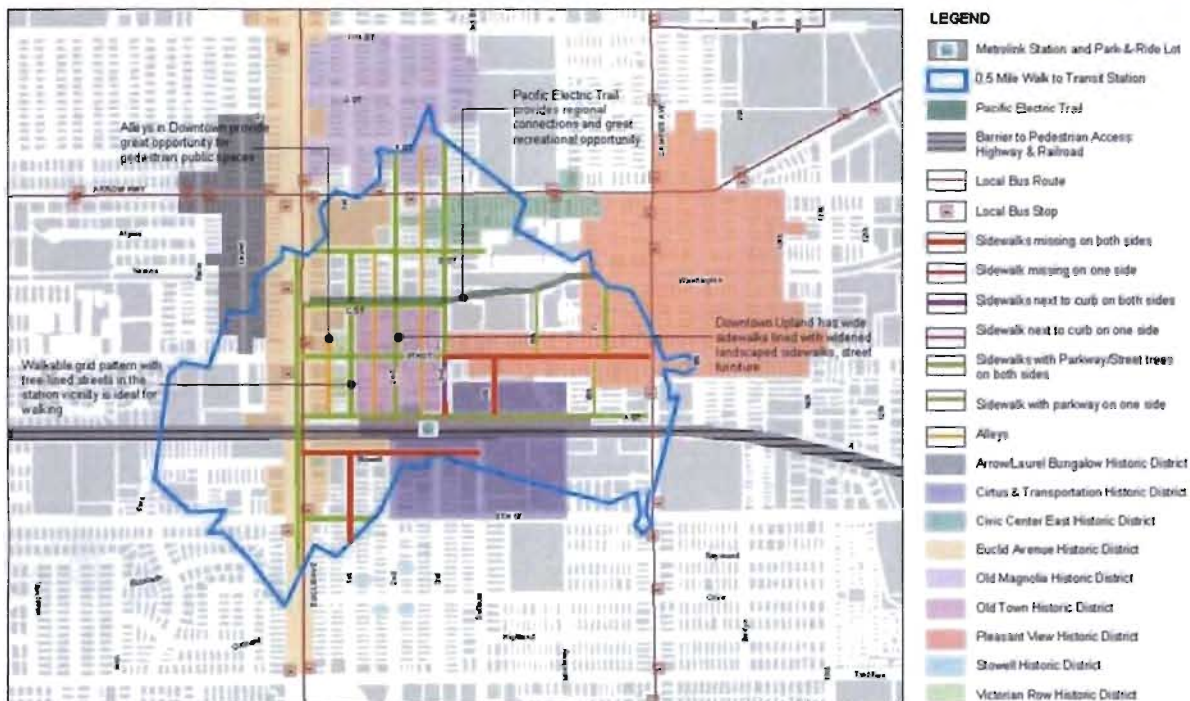
IMPROVING TRANSIT ACCESS FOR CYCLISTS AND PEDESTRIANS IN SAN BERNARDINO VALLEY

Reference:

Southern California
Association of Governments
(SCAG)
Margaret Lin, SCAG Project
Manager
213/236-1866,
lin@scag.ca.gov

The Improvement to Transit Access for Cyclists and Pedestrians project will build upon recent efforts in the region to improve alternative transportation options and make public transportation more competitive with the private automobile. Improving non-motorized access to the selected transit stations will not only result in a modal shift towards pedestrian and bicycle activity, but it is also expected to reduce the need for costly automobile related access improvements at these transit stations. Challenges include numerous freeway over/underpasses, at-grade railway crossings, several multi-lane high-speed arterials (including the original Route 66), and non-ADA compliant pedestrian environments. (2011 – ongoing)

Upland Metrolink Station - Opportunity & Constraint Analysis



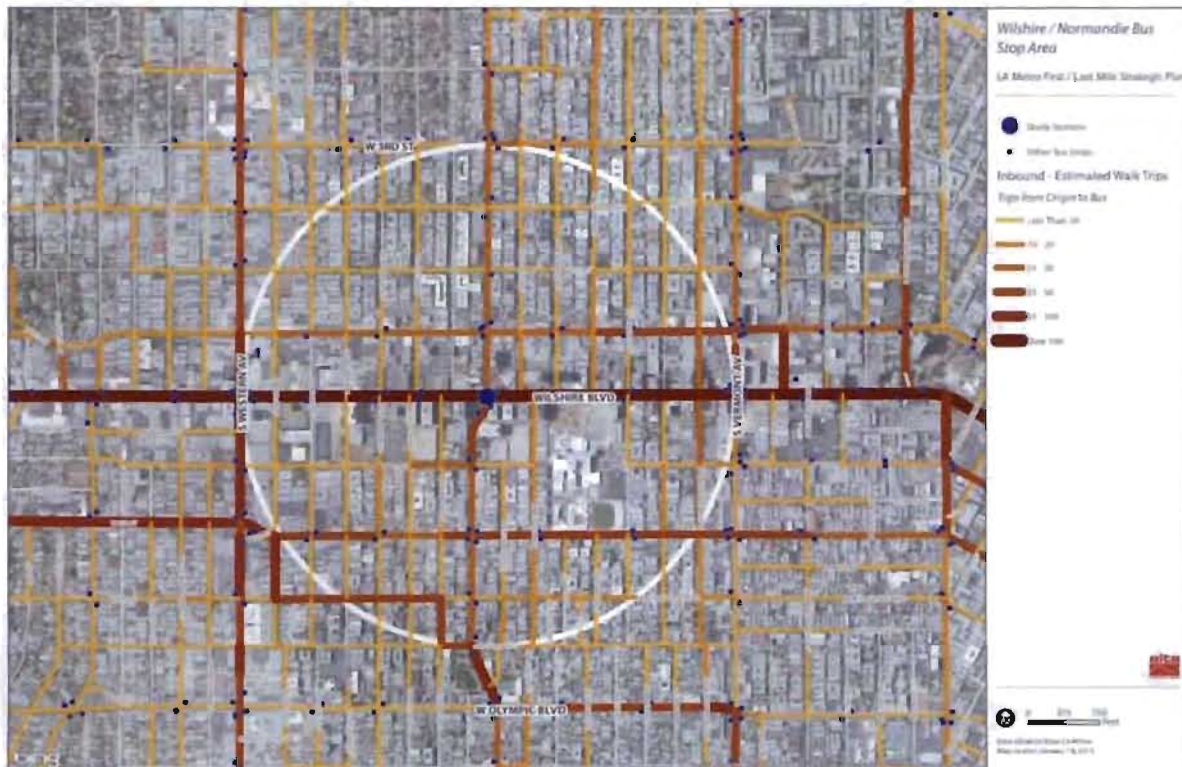


SOUTH GARFIELD TRANSIT VILLAGE SPECIFIC PLAN

LA METRO FIRST-LAST MILE STRATEGIC PLAN

Reference:
Los Angeles Metropolitan
Transportation Authority
Jesse Zepeda
213/ 922-4156

Alta is part of the consultant team on this effort to identify a series of station typologies designed to guide strategic improvements throughout the Metro service area. The First-Last Mile Strategic Plan goal is to “extend” station areas and expand the reach of transit through infrastructure improvements in transit catchment areas and at transit stops. Alta is assisting with developing a total of ten station typologies, along with a series of prescribed access improvements based on land use, residential and commercial densities, roadway network characteristics, and other factors. (2012 – present)





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III. Project Approach and Work Plan





Project Approach & Work Plan

PROJECT UNDERSTANDING

The City of Monterey Park is undertaking an exciting project to revitalize South Garfield Avenue and Pomona Boulevard and create a Transit Village. With a future Gold Line station planned on Garfield Avenue just south of the project area, the South Garfield Transit Village will become an important gateway from the transit system into the City of Monterey Park. The Transit Village will also support the transit station, providing opportunities for new uses to be located in the project area, including additional retail and services, dining, parking and residential units.

The current South Garfield Specific Plan includes the segment of Garfield Avenue from Pomona Boulevard to Floral Drive that is currently zoned Neighborhood Shopping. Components of this Specific Plan are dated and the City wishes to update the plan to complement the Planning Development Overlay Zone along Pomona Boulevard. This is also an opportunity to ensure the plan reflects the community's vision for the area and encourages quality development in line with the revitalization efforts underway in the Downtown and other areas of the City. Part of the Specific Plan update may be to expand the boundaries of the Specific Plan to include Pomona Boulevard to create a transit village or district instead of a stand-alone transit corridor.

All aspects of mobility, from accommodating private auto usage to supporting pedestrians and cyclists, will be important in creating a vibrant Transit Village. The City recognizes the need for improvements to the project area to increase pedestrian and bicycle use to access businesses within the Transit Village as well as to provide safe and inviting connections to the future Gold Line station. In order to ensure this is not a plan that sits on a shelf, the City intends to have the consultant complete construction documents that will facilitate implementation of street and sidewalk improvements.

PROJECT APPROACH

The RBF team is proposing an approach to the project that includes engaging local businesses and property owners, residents and other stakeholders in defining a vision for the Transit Village, conducting a comprehensive assessment of existing conditions and developing a plan that is implementation-oriented. Finally, construction documents for key sidewalk and/or street improvements will be prepared to support the City's proactive implementation of the plan through physical changes in the public realm.



The proposed Scope of Work is organized into nine phases. These phases are not independent of each other and may overlap.

Phase 1. Project Initiation. The RBF team will work with City staff to fully understand the project and grant funding objectives and make any necessary refinements to the scope in order to best meet those objectives.

Phase 2. Community Outreach and Engagement. The composition of the community in and around the project area reflects the diversity of residents and businesses throughout Monterey Park. Our community outreach and engagement process will engage a broad cross-section of community members in thoughtful and meaningful consideration of the desired future. Phase 2 includes multiple ways for community members to participate in the process, from one-on-one interviews to walking workshops, to an online survey. It will be important to engage local business and property owners, as well as residents from adjacent neighborhoods to ensure understanding of project and receive input on future directions.

Phase 3. Existing Conditions Documentation and Assessment. Understanding the existing conditions will be important in developing recommendations for future improvements. As a part of this phase, the RBF team will document and analyze land use and urban design features and relationships and linkages to surrounding neighborhoods, the future Gold Line station and other key destinations in the City. Considerable efforts will be focused on understanding the current mobility patterns in the project area, including pedestrian and bicycle usage, vehicular circulation, and parking configurations and availability.

Phase 4. Design Development. In this phase, RBF will work closely with City staff to develop recommendations for land use and urban design, streetscape improvements, parking consolidation/reconfiguration, circulation improvements, and changes necessary to make livable streets that encourage pedestrian activity and foster use by cyclists. The RBF team has identified initial opportunities to enhance the project area. These are shown on the Opportunities Map on the following page. Key opportunities include providing medians and enhancing the streetscape, potential mid-block crossings, supporting bicycle use through on-street bikeways and facilities such as a bike station, and reconfiguring parking lots to more efficiently utilize land. Concepts for two key transit-supportive opportunity sites on the corners of Pomona Boulevard and Garfield Avenue at the will also be developed. An initial concept for one of the corners is shown following the Opportunities Map.



Existing Conditions



Bicycle Improvements

Providing facilities for bicyclists will help improve access to the transit station, as well as to the businesses in the Transit Village. Bike lanes and amenities such as bicycle parking will be important to support cyclists.

Pedestrian Paseo

Walkways between buildings can be developed as pedestrian paseos or mini-plazas with aesthetic improvements to encourage customers to walk from the parking lots and alleys behind the buildings to Garfield Avenue.

Alleyway and Parking Improvements

Consolidating and reconfiguring the existing parking for the businesses along Garfield Avenue will allow for more efficient use of space. This may yield additional parking spaces and also provide opportunities for small plazas and other public gathering spaces. The alleyways can be enhanced to allow for vehicular traffic, as well as pedestrian and bicycle circulation.

Streetscape and Landscaped Medians

Streetscape improvements and landscaped medians will contribute to a more pleasant environment for pedestrians by both calming traffic and providing amenities for pedestrians such as street furniture.

Entry Monument

The intersection of Garfield Avenue and Pomona Boulevard is both an entry into the Transit Village and the City of Monterey Park for people arriving in cars from the freeway. In the future this will be a key entry into the City from the transit station. An entry monument can help define the character of the Transit Village.

Transit-Supportive Development Opportunity Sites

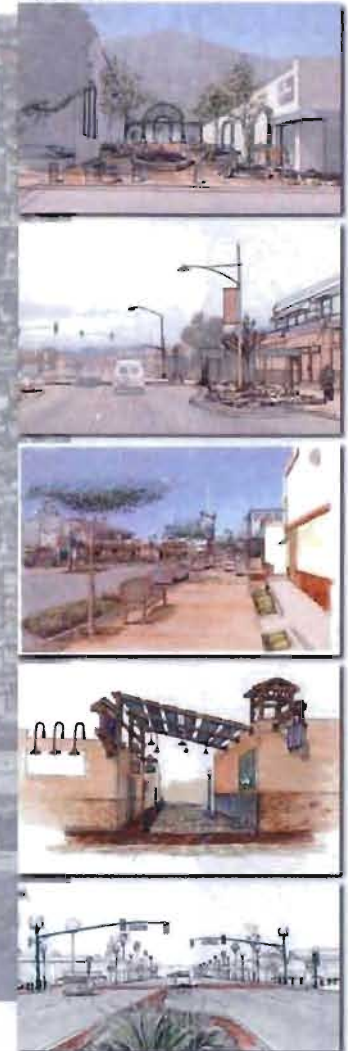
The corners of Pomona Boulevard and Garfield Avenue are key locations for new uses to support the Garfield Avenue transit station. Development could include parking for the transit station, small restaurants or cafes, retail and services, and facilities for bicyclists.

Key Connection to Garfield Avenue Station

The pedestrian and bicyclist connection under the freeway to the future transit station will be a key linkage from the station to the South Garfield Avenue Transit Village. Improvements to the undercrossing are needed to provide a safe, comfortable pedestrian and bicyclist environment.



Design Ideas





South Garfield Transit Village Specific Plan

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South Garfield Translt Village Specific Plan



Conceptual Design (Pomona Boulevard and Garfield Avenue)





Phase 5. Specific Plan Preparation. This phase will pull together work from the previous phases to create a plan which provides the regulatory framework for the Transit Village, along design guidelines, development incentives and implementation plan.

Phase 6. Implementation Tools. In order to further the City's intent to implement improvements to the Transit Village area, RBF will provide more detailed drawings for specific improvements to the public realm. These areas will be chosen with City staff based on the City's needs and priorities.

Phase 7. Environmental Assessment. As required by CEQA, RBF will provide an environmental assessment of the Specific Plan. The project scope assumes a Mitigated Negative Declaration will be prepared.

Phase 8. Final Plan Adoption. The RBF team will support City staff through the public hearing and plan adoption process.

Phase 9. Project Management and Coordination. Ongoing communication and coordination between the RBF Team and the City will be essential to producing a plan that meets the City's objectives within the timeframe and budget established by the LA Metro grant. RBF will be a responsive partner in this project that supports the revitalization of the Transit Village area.





SCOPE OF WORK

PHASE 1. PROJECT INITIATION

1.1 Refine Project Scope

To ensure that the Specific Plan process addresses City objectives as well as the objectives of the LA Metro TOD grant, the RBF team will review and revise the scope of work, budget and schedule in collaboration with City staff. This proposal includes tasks we feel best respond to the RFP, but all items in the budget and scope should be considered “on the table” for discussion.

The RBF team will also work in close collaboration with City staff to establish the boundary for the Specific Plan area. A tentative boundary for the area is shown in the Opportunities Map and includes the parcels along Garfield Avenue from Pomona Boulevard to Floral Drive and along Pomona Boulevard from Ferdinand Avenue to Wilcox Avenue. The final recommendation for the Specific Plan boundary may be influenced by a number of factors, including:

- Land Use
- Zoning
- Buildings
- Parking lots
- Circulation/access
- Infrastructure



Walking Audit

1.2 Kickoff Meeting and Project Area Tour

The RBF Team will attend a Kickoff Meeting with key City staff to review the scope of work, schedule, deliverables and meetings. Additionally, the Kickoff Meeting will detail project responsibilities of the RBF Team, City staff and the other communications protocol necessary to ensure effective management of the project. In conjunction with the kickoff meeting, the RBF team will conduct a walking tour of the project area with key City staff.

Phase 1 Deliverables

- Confirmed scope, budget and schedule
- Attendance at one (1) kickoff meeting and project area tour



PHASE 2. COMMUNITY OUTREACH AND ENGAGEMENT

2.1 Community Participation Plan

After the Kickoff Meeting with City staff, the RBF team will prepare a brief Community Participation Plan that identifies stakeholders and how to reach them, outlines the community workshops and objectives for those workshops, and provides a calendar of outreach activities and workshops. The plan will be maintained as a working document to be used by RBF and City staff.

2.2 Project Mailer and Survey

The Specific Plan has the potential to benefit Monterey Park and surrounding communities but most directly affects a business district and surrounding neighborhoods with community members who should be informed and consulted about the project. For this reason, RBF proposes using direct mail to send a flyer to these residents and businesses, which would briefly explain the project and how community members can give input. A short survey form will be provided along with a link to an online version of the survey. The mailer and survey will be in English, Chinese, and Spanish. RBF will work with a third-party partner to generate a mailing list of up to 4,000 households and businesses in and around the project area.

2.3 Outreach Materials

The following materials will complement the direct mail effort by providing additional information about the project and getting the word out more widely to the general public in Monterey Park:

- **Web page.** The RBF team will provide content for a dedicated project web page on the City website. This content will include a description of the project purpose and opportunities to participate. Website visitors will be able to click on a link to sign up for emails about the project. RBF will also assist the City in providing links to PDFs of materials such as flyers and presentations.
- **Flyers.** In addition to the mailer, the RBF team will create up to two additional flyers over the course of the process to promote upcoming opportunities to participate, translated into Spanish and Chinese. RBF will suggest possible avenues for distributing these flyers including the project website, school mailing



Hillcrest Mobility Plan Flyer





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lists, George E. Elder Park facilities, and project area businesses.

- **Emails.** The RBF team will maintain an email list of community members wishing to follow the project. RBF will send up to three emails to this list to promote upcoming opportunities for input and announce the release of the draft Specific Plan.
- **Press releases.** The RBF team will draft up to three press releases for the City to distribute to local media. These will describe the project and major opportunities to provide input.
- **Newsletter items.** Timed to coincide with the email updates and press releases, the RBF team will draft up to three short items for the CASCADES newsletter.

2.4 Business and Property Owner Outreach

Understanding that businesses and property owners within the project boundary will be



most impacted by the project, RBF will conduct up to 8 interviews and small-group meetings with these stakeholders by phone and on-site in the project area. These will be planned in coordination with City staff. RBF will arrange for flyer invitations for these meetings and interviews to be distributed by hand or mail to each building in the project area.

2.5 Community Workshop #1

The RBF team will conduct a walking workshop through the Specific Plan area to allow participants to point out issues and ideas for improvements, especially as they pertain to walking and biking in the area, but also urban design. City staff from different departments will be invited to participate along with community members. Facilitators will stop the group periodically to generate discussion and may distribute worksheets or surveys to participants.

2.6 Community Workshop #2

In order to convey information about the project and provide a forum for public input, the RBF team will conduct a workshop in or near the Transit Village area. The format will be determined in jointly with City staff but will provide participants with opportunities for learning about the project and providing individual input, and may include small group or room-wide discussions or may be held as an open house. The team will use photos or other illustrations of potential improvements to help participants visualize the potential changes.

Information - Through PowerPoint, handouts, and/or boards, the RBF team will communicate the intentions and benefits of the project including an improved walking and bicycling environment, better connections to transit, and improved parking. Findings from the team's walkability/bikeability analysis will be presented along with initial concepts about the types of improvements that could be made.



Input Activities – Activities will be designed in part based on findings from the team’s study of the area and earlier community input, but are likely to focus on the following points: identifying area characteristics that community members feel are important to retain, identifying planning considerations and concerns, understanding community preferences for urban design, adding to the walkability/bikeability findings, and generating ideas for improvements. RBF will use TownScan™, a fun, visually rich survey of design preferences where participants use handheld polling devices to rate PowerPoint images of various design elements, such as streetscape improvements.

2.7 General Plan Advisory Committee Meetings

The General Plan Advisory Committee (GPAC) will consist of representatives from the City’s commissions. RBF sees the GPAC as providing oversight of the planning process as well as serving as a conduit for communication, not only with the individual commissions, but ideally with the constituencies of those commissions. This dual role involves guiding the public participation process while also providing input into the content of the Specific Plan based on input from diverse constituents. RBF will facilitate up to three (3) GPAC meetings to provide updates on the Specific Plan development and receive input.

2.8 Agency Stakeholder Meeting

Implementation of improvements in the project area will require coordination between multiple City departments and agency stakeholders including the City of Montebello, Spirit Bus, Metro, and Caltrans. RBF will facilitate a meeting with City staff and agencies to communicate the project intentions and potential recommendations, establish lines of communication, develop an understanding of constraints and opportunities, and address potential challenges.

2.9 Language Translation

Translation services in Spanish and Chinese (Mandarin) will be available at the community workshops. Translation can be provided by Language Network or an interpreter of the City’s choosing.

Phase 2 Deliverables:

- 8-1/2”x11” mailer/survey design in English, Chinese, and Spanish
- Mailing list, printing, and distribution of mailer to up to 4,000 recipients
- Online survey in English, Chinese, and Spanish
- Content for City webpage and link to mailing list; coordination to post electronic materials specified in other deliverables
- Design of up to two (2) flyers, with versions in English, Chinese, and Spanish





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- Maintenance of email list and up to three (3) email updates sent to list
- Up to three (3) press releases
- Up to three (3) newsletter articles
- Up to 8 interviews and small-group meetings conducted by RBF team members including interview questions, appointments, and agendas/materials for meetings, summary of main points communicated in stakeholder meetings and interviews
- Facilitation of two (2) community workshops; agendas, presentation and activity materials, and summary of workshop input
- Facilitation of one (1) City staff and agency meeting

PHASE 3. EXISTING CONDITIONS DOCUMENTATION AND ASSESSMENT

Whenever possible, the RBF team will utilize available baseline materials from the City of Monterey Park and other agencies, including but not limited to the data pertaining to traffic counts, basemaps, utilities, existing land use, building square footage, vacancies, plans, and other documentation. The RBF Team will utilize previously completed reports and studies within and directly adjacent to the project area, supplemented with site reconnaissance.

3.1 Urban Design and Land Use

The RBF Team will prepare pattern sheets that illustrate existing conditions on the site. A pattern sheet is an annotated map that provides a snapshot of existing site conditions using diagrams, photos and text. Pattern sheets will be used to document elements of the project area such as building footprints, architecture, street furniture and landscaping, transit shelter design and lighting.



Existing Conditions and Framework Plan

The RBF Team will also prepare a GIS-based land use database. The land use database will provide the existing baseline data to be utilized in comparative analysis of the future land use scenarios. The land use database may include:

- Parcel square footage
- Existing FAR/Dwelling Units
- Existing/zoned land use
- Ownership



- Building heights and other attributes

3.2 Mobility

A comprehensive existing conditions analysis of the current street use will be conducted to identify the changes needed to be made to streets, sidewalks, and medians in order to encourage and facilitate pedestrian activity. Multiple aspects of mobility will be documented and analyzed, including current pedestrian, bicycle, transit and vehicular circulation and physical opportunities and constraints such as street, sidewalk and alley widths, and transit stop locations. The existing conditions review will be prepared along the project area and include a review and analysis of adjacencies to evaluate connections and linkages to important destination areas throughout the City, nearby East Los Angeles and to the larger existing transit network and Gold Line station. Existing conditions will be documented through mapping, photographs, and text.

3.3 Parking

RBF will document and analyze current parking within the Transit Village area to identify opportunities for lot consolidation/reconfiguration. The parking analysis will count and document existing typical weekday and Saturday parking demand on an hourly basis for a 12-hour period along the three-block commercial study area, and forecast demand of the study area based on the Specific Plan update. The analysis will recommend parking capacity recommendations to accommodate the Specific Plan update.

3.4 Survey and Topographic Mapping

RBF will perform a field survey to establish horizontal and vertical control for the project to prepare a topographic base map for the project site. The topography will be obtained by aerial photogrammetry and supplemented with conventional ground topography to collect



data on existing topographic and planimetric features within the proposed park site and adjacent street areas. The data collection will include, but not limited to, existing facilities, utility manholes (manhole dip elevations for both storm drain and sewer), pullboxes, landscaping, existing sidewalks, curb, driveways, walls and any other features that maybe affected with the construction of the park area.

This topographic mapping will provide information needed to develop final plans for street, alley and sidewalk improvements.





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3.5 Utilities Research

Based upon existing data provided by the City of Monterey Park and utility companies, the RBF Team will identify existing utility locations within the street and alley rights-of-way in the project area. This utilities research will provide information needed to develop final plans for street, alley and sidewalk improvements.

Phase 3 Deliverables

- Pattern Sheets
- GIS-based Land Use Database
- Existing Mobility Conditions Documentation and Mapping
- Existing Parking Counts
- Topographic Mapping including ground control coordinates, orthophoto of the project site and digital topographic map files
- Existing Utilities Memorandum

PHASE 4. DESIGN DEVELOPMENT

4.1 Land Use Concept

The land use concept plan shall provide the impetus for the regulatory framework to be developed as part of the Specific Plan. The primary goal of this effort is to effect the functional and economic development of the area by creating a plan that is sensitive to relationships between land uses, considers existing uses, and supports multimodal circulation. The issues addressed may include:

- Implementing the Vision
- Focus on opportunity sites
- Creation of development focal points/gateways
- Land use mix and intensity/density
- Transition uses and buffering
- Phasing of proposed land uses and improvements
- Circulation and parking issues
- Pedestrian orientation and scale
- Transit-Supportive Development



4.2 Streetscape Concept

The RBF Team will prepare an illustrative, conceptual streetscape plan that will complement the land use concept and circulation concept and will create a unique character for the project area. Streetscape and urban design elements identified will include street trees and landscape concepts, lighting, safety elements and weather elements that encourages walking. The RBF Team will include a furniture palette, as appropriate, to illustrate details of the streetscape plan.



Downtown Imperial Wayfinding Design

4.3 Wayfinding Concept

RBF will create a graphic that includes the conceptual design and preferred location of public directional signs, entry signs and gateways, pedestrian kiosks, etc. The wayfinding program will expand upon the City's current program of coordinated directional signage to include destinations within the Transit Village, such as parking. This wayfinding program will be closely tied to the streetscape palette and help define the unique character of the project area.

4.4 Traffic and Circulation Concept

Based on initial circulation analysis and the land use and urban design concepts that emerge from the planning process, an overall circulation concept will be prepared for the Transit Village. This concept will recommend a logical and safe circulation pattern for transit, delivery vehicles, private automobiles, bicycles, and pedestrians, taking into account land uses, opportunity project sites, pedestrian priority areas, and linkages to the Gold Line station and surrounding neighborhoods. Streets, pedestrian paths and bike paths will contribute to a system of fully-connected and interesting routes to destinations and, through their design, will encourage pedestrian and bicycle use. The circulation plan graphic will depict recommendations for:

- Travel lanes and turn lane configurations
- Bikeways
- Intersection configuration
- Illumination (street lighting, signage, other)
- Landscaping improvements (median, parkway)
- Medians (dimensions, locations, openings)
- Sidewalks
- Pedestrian Amenities





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4.5 Parking Concept

A district-wide conceptual parking layout will be prepared that illustrates how existing parking lots can be reconfigured and/or consolidated to maximize the efficiency of land used for parking. The parking concept will consider ingress/egress and vehicular circulation within the district.

4.6 Vision Poster

A vision poster represents the heart and soul of the Transit Village planning process, summarizing the vision and related land use framework, streetscape and circulation concept, and other details. The use of a poster typically results in a higher degree of implementation because it is a product form that is easy to display and easily understood by the public, decision makers, investors, and others. Unlike reports alone, posters have a reduced incidence of sitting idle on shelves once prepared. Taking all the products completed to date, The RBF Team will prepare a Vision Poster (24" X 36") to illustrate the vision of the Transit Village. The following components may be integrated into the Vision Poster:



Vision Poster with Site Plan and Conceptual Designs

- Goals And Objectives
- Conceptual Land Use and Urban Design Plan, including proposed building footprints
- Draft Design Standards/Draft Design Guidelines
- Circulation/Streetscape Plan
- Furniture Palette
- Other items

The Vision Poster will also include up to three (3) renderings of key opportunity sites or features of the Transit Village.

Phase 4 Deliverables

- Land Use Concept Plan
- Streetscape Concept
- Wayfinding Concept
- Traffic and Circulation Concept Plan
- Parking Concept Plan
- Vision Poster



PHASE 5. SPECIFIC PLAN PREPARATION

5.1 Goals and Policies

A statement of Goals and Policies will be developed that provide the framework for the Specific Plan document. These goals and policies will be developed based on input from the community through the outreach process and formalize the concepts shown in the vision poster.

5.2 Integrated Design Standards and Design Guidelines

The RBF Team will develop an integrated set of design standards (i.e. “Shall”) and design guidelines (i.e. “Should”) for land uses within the project area. The standards and guidelines will be formulated in conjunction with staff input to create the ingredients for a successful transit village. The proposed design standards and guidelines – which create the “design framework” – will likely emphasize:

- Transit-supportive development
- Sidewalk cafes/outdoor uses
- Parking and site access
- Public gathering spaces
- Building setback and orientation
- Quality of architecture

It is the intent that the guidelines will be crafted to encourage development that is pedestrian-oriented and transit-friendly.



Streetscape Conceptual Design

The purpose of design guidelines for the Specific Plan is to provide consistent design guidance for the development and redevelopment of the South Garfield Avenue Transit Village. The RBF Team believes that standards and the guidelines should be crafted in a manner that is user friendly (i.e., easy to find information and use of simple, understandable language). Further, the standards and guidelines should be easy to implement, both by the development community (property owners, small business owners, investors, and design professionals) and by the City’s review authority (City staff and Planning Commission). The guidelines will include additional graphics and photos to provide a greater level of detail, in illustrating the City’s design objectives for the area. Most important, the guidelines will convey to the reader the City’s expectations for high quality development that is sensitive to the surrounding residential neighborhoods, architecture, and scale of the Specific Plan area.





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It is likely that recommendations to modify or add to the current underlying zoning may result during the planning process in order to implement the vision for the Transit Village. This section will identify those changes and provide the recommended zoning language and appropriate zoning standards.

5.3 Public Infrastructure

The RBF Team will provide a conceptual level analysis of infrastructure within the Specific Plan Area. This infrastructure analysis will be based upon data provided by City of Monterey Park staff. It is assumed the existing infrastructure system will provide a sufficient level of service for existing and future land use scenarios. Therefore, the RBF Team assumes no infrastructure modeling or extensive analysis will be required. Should in-depth analysis be required, a revised Scope of Work shall be submitted. The RBF Team will gather data and mapping of existing infrastructure conditions through existing plans and studies. It is anticipated that this information will provide a sufficient level of baseline information for a qualitative analysis.

This analysis will include:

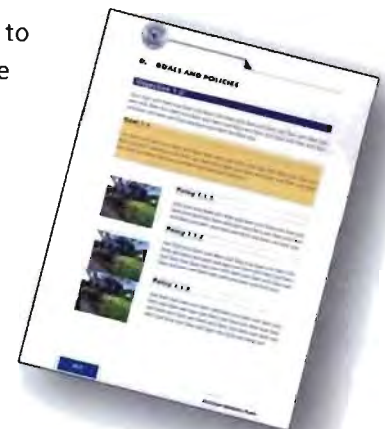
- Potable Water
- Reclaimed (as applicable)
- Stormdrain
- Sewer

5.4 Development Incentives.

Development incentives provide a significant positive influence on the likelihood of desired development. Development incentives provide a means for the encouragement of the type and quality of development desired within the South Garfield Transit Village. The RBF Team will develop a menu of incentives to be included within the Specific Plan that may include, but not be limited to:

- Residential Density Bonuses (du/ac)
- Development Intensity Bonuses (Floor Area Ratio)
- Reduced discretionary review requirements
- Height Bonuses
- Fee reductions/waivers
- Parking reductions/modifications

The RBF team will evaluate the potential features, activities or types of development that may promote the purpose and intent of the Transit Village revitalization strategy. Applicable features, activities or types





of development that may be eligible for development incentives may include:

- Façade Rehabilitation
- Shared Parking/Access
- Site Amenities
- Mixed Use Development
- Exemplary Architecture

5.5 Implementation Plan and Identification/Assessment of Alternative Funding Sources

A comprehensive implementation program will identify in matrix format the “who”, “what”, “why”, “where”, “when”, and “how” needed to realize proposed projects, programs, and strategies. The matrix will highlight specific implementation action steps developed through the process that are cross-referenced with a proposed schedule, implementation leaders and team members, and potential funding sources – including grants and financing mechanisms available for both public and private sector efforts. Also included with the implementation program will be benchmarks upon which to gauge success, as well as a series of “best practices” and implementation ideas from similar cities throughout the country.

This task will also examine and range of alternative funding sources and prepare of preliminary evaluation of their availability and effectiveness. Included in potential implementation and funding sources will be:

- Business Improvement Districts (BID)
- Benefit Assessment Districts
- Lighting and Landscape Districts

5.6 Preparation of Administrative/Screencheck Draft Specific Plan

The preferred land use plan, design guidelines, public improvements, implementation strategies, and financing strategies will be the critical components addressed in the Specific Plan. The Plan will include the following components:

- *User’s Guide to the Transit Village Specific Plan* – A summary of the Transit Village Specific Plan and a step-by-step framework to help reader’s obtain the information they are seeking in a user-friendly and efficient manner.
- *Introduction to the Transit Village Specific Plan* – A chapter including background information, authority for the specific plan, general plan consistency, statement of CEQA compliance, planning process, and other pertinent information.





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- *Planning Framework for the Transit Village* – A foundational chapter that includes the vision graphic, and key goals, policies or principles framing the specific plan.
- *Land Use and Development Standards*– This chapter will build upon the existing Specific Plan land use and development standards to address new items developed as part of the land use concept plan.
- *Design Guidelines*– This chapter will build upon the existing Design Guidelines to illustrate preferred design through text, graphics, and photographs for a range of land uses, building types, landscaping, and site planning.
- *Infrastructure Plan*– This chapter includes an overview of the infrastructure, mobility and circulation, and parking analyses undertaken for the Downtown Specific Plan, as well as recommended improvements.
- *Implementation and Administration* – This chapter will include the “Who, What, Where, When, How, and (to an order of magnitude degree) How Much” of the Specific Plan.

The RBF Team will present the Administrative/Screencheck Draft Specific Plan to City staff for review and comment. It is assumed there will be one (1) revision to the Administrative/Screencheck Draft document prior to developing the Public Review Draft. The RBF Team assumes all staff comments to the Administrative/Screencheck Draft will be consolidated into a single comment copy.

5.7 Preparation of Public Review Draft Specific Plan

Upon City of Monterey Park’s review of the Administrative/Screencheck Draft, the RBF Team will revise the draft document and prepare a Public Review Draft Specific Plan for distribution prior to public hearings.



Presenting Draft to City Council

5.8 Present Draft Plans to City Council and Planning Commission

The RBF Team proposes to lead a joint workshop for these decision-making bodies to discuss the contents of the Specific Plan. From our experience, it is useful to present and discuss related projects to a collective group of decision-makers in order to receive a comprehensive and constructive level of dialogue. The RBF Team intends this workshop to be hands-on with participation by all attendees. The RBF Team will prepare all presentation materials and will record all comments by the participants.

Phase 5 Deliverables

- One (1) electronic copy of the Administrative/Screencheck Draft Specific Plan



- One (1) electronic copy of the Public Review Draft Specific Plan
- Attendance and presentation at one (1) City Council/Planning Commission Study Session

PHASE 6. IMPLEMENTATION TOOLS

RBF understands that it is the City's intent to have the consultant complete not only a Specific Plan, but construction documents that will facilitate implementation of street and sidewalk improvements. RBF will reserve a portion of the project budget to develop these drawings. Following Phase 2: Design Development, RBF will work with City staff to identify specific areas/components of the public reteam that will be further developed based on the City's needs and priorities. RBF will work with City staff to refine the scope for Phase 6: Implementation Tools to develop construction documents for these specific components. Task 6.1 outlines the preliminary scope for this phase.

6.1 Construction Documents

RBF will prepare construction documents for installation of medians spanning approximately two blocks on Garfield Avenue. Construction documents for planting and irrigation of the medians will also be provided. RBF will also prepare construction documents for repaving and restriping the alleyways and parking lots to implement lot consolidation and reconfiguration developed in Task 4.5 Parking Concept.

This task will include mapping of existing utilities within the street and alley rights-of-way in order to identify potential constraints for future improvements, a site visit by RBF's Landscape Architect and Civil Engineer to review and photograph the existing conditions in the field prior to preparing the construction documents, and preparation of plans, details, specifications and opinion of probable construction costs.

This task excludes the following:

- *As-Built research*
- *Water meter connections/details*
- *Electrical engineering, including electrical services*
- *Hardscape design*
- *Permits*
- *Fees*
- *Bid services*
- *Construction administration support*
- *Any other services not specifically set forth in the above Scope of Work*





PHASE 7. ENVIRONMENTAL ASSESSMENT

The RBF Consulting Environmental Services division will prepare the environmental document (Initial Study/Mitigated Negative Declaration) for the proposed South Garfield Transit Village Specific Plan. RBF has assumed that a Mitigated Negative Declaration would be necessary. If the outcomes of the analysis necessitate the preparation of an EIR, a separate scope of work will be required.

7.1 Project Kick-off Meeting

The CEQA work program will be initiated with a kick-off meeting with the Specific Plan team and City Staff to discuss the environmental considerations for the project in greater detail. This meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, project development assumptions, proposed buildout conditions, scheduling, and overall communications. Prior to the kick-off meeting, RBF will distribute a meeting agenda and memorandum, which will identify information needs. Based upon the detailed project information obtained at the project kick-off, RBF will draft a preliminary project description (Task 2.0) for review and approval by City Staff.

7.2 Develop Project Description

A critical initial step will be to accurately define the project description. Based on information provided by the Specific Plan team and City Staff, RBF will draft a preliminary project description for review and approval by City Staff.

7.3 Preparation of Initial Study/Environmental Checklist



RBF will prepare an Initial Study in accordance with the City's Initial Study Checklist form and/or the most recent Environmental Checklist Form, as amended in the *CEQA Guidelines*. The Initial Study/Environmental Checklist will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Sections 15063, 15162, 15167 and 15168 of the *CEQA*

Guidelines. The Initial Study/Environmental Checklist document will include the sections identified below.

7.3.1 Introduction

This section will cite the environmental review requirements of the project, pursuant to CEQA and the City guidelines. The Introduction will include the project location, environmental setting, existing on-site uses and in the vicinity, the Project Description, Project Phasing, relevant background/history information for the area, and General Plan and zoning requirements.



7.3.2 **Environmental Checklist**

This section is modeled after Appendix G, Environmental Checklist Form, of the *CEQA Guidelines* and will include a summary page of project information followed by an explanation of factors considered for potential impacts. The Initial Study/Environmental Checklist will be presented in a four column layout, identifying: 1) Potentially Significant Impacts, 2) Less Than Significant Impacts With Mitigation Incorporated, 3) Less than Significant Impacts, and 4) No Impacts. The section will provide a listing of documentation that will be Incorporated by Reference and notations for all references utilized for the determination.

7.3.3 **Environmental Analysis**

The Environmental Analysis sections will provide vital supporting information for the conclusions rendered for the Environmental Checklist. This section will provide a detailed response to each question in the Environmental Checklist, as well as identify mitigation measures to reduce impacts to less than significant levels. RBF's approach to the analysis portion of the document is to provide thorough, detailed, and conclusive impact analysis. This section will review the following issues:

- **Aesthetics, Light, and Glare:** Short-term construction impacts and long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the project will be reviewed. Project construction impacts will be addressed based on changing on-site aesthetics visible from surrounding roadways and locations. The analysis will consider the potential for the modification of the surrounding character/quality. The compatibility of proposed land uses and development standards, as compared to the surrounding area, will be studied. This section will include an analysis of the City's existing policies, including the consideration of project design and appearance of structures. Compliance with all applicable development and design standards/guidelines and ways to minimize potential adverse effects pertaining to aesthetic impact on the community and surrounding uses will be discussed. RBF will also address potentially significant impacts generated by the introduction of light and glare associated with development of the project. RBF will review and incorporate existing City policies and guidelines regarding light and glare for inclusion within the analysis.
- **Agriculture and Forestry Resources:** The project area is not designated for agricultural production; thus, the Initial Study will confirm that there is no effect on farmland and is not subject to a Williamson Act Contract. The project area does not contain forest land; thus, the Initial Study will confirm there is no effect on forest land and would not result in conversion of forest land to another use.
- **Air Quality:** RBF's air quality staff will provide a thorough assessment of the project's air quality impacts. The proposed project would result in construction-related and operational-related emissions of air pollutants. In recognition of the need to provide a





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comprehensive evaluation of the project's impacts on air quality, the analysis will quantify project emissions and identify mitigation measures, if necessary, to reduce potentially significant air quality impacts to the extent feasible.

Existing Conditions. The project site is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD) located within the South Coast Air Basin (SCAB). RBF will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest representative monitoring station (Pasadena and Azusa). A complete description of all air pollutants and their associated health effects will be included.



Construction-Related Emissions. RBF will quantify construction related (i.e., grading, paving, architectural coatings, building construction) with the CalEEMod model. The estimates will be compared and evaluated against adopted SCAQMD thresholds.

Long-Term Emissions. RBF will quantify operational (i.e., area and mobile source) emissions and provide a comparison to the SCAQMD regional thresholds of significance. The emissions will be quantitatively derived utilizing the CalEEMod model. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the 2012 Air Quality Management Plan (2012 AQMP) will be evaluated.

Localized Emissions. The project is located within the SCAQMD's Source Receptor Area 11 (South San Gabriel Valley). Based on localized meteorological data for SRA 11, RBF will analyze localized impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology.

- **Biological Resources:** Given the developed nature of the project area and disturbed nature of the project site, no sensitive biological species or habitat is expected to occur on-site. On-site conditions will be confirmed.
- **Cultural Resources:** The proposed project would occur within a completely disturbed, urbanized area. The analysis will cite the provisions of CEQA Guidelines 15064.5 (Historical and Archaeological Resources). The analysis will be based on existing reference documents, including the City of Monterey Park General Plan and General Plan EIR. Senate Bill 18 (SB 18) mandates that the City consult with Indian Tribes (Tribes) as part of a Specific Plan Amendment. RBF will initiate consultation with Indian Tribes on behalf of the City. This will serve two purposes: 1) to identify areas of concern to the Tribes; and 2) to initiate consultation with the Tribes under SB 18 consultation.



RBF will contact the California Native American Heritage Commission (NAHC) for a current list of local tribal contacts and contacts for SB 18 consultation. RBF will then contact each tribe in writing to notify them of the project and whether it has any knowledge of cultural resources within the project area. This scope of work assumes one letter to the NAHC and one mailing to all listed tribes (sent via fax, certified mail or e-mail). The City will be responsible for responding to any requests for consultation received from the tribes.

- **Geology and Soils:** Utilizing existing reference information, the analysis will identify existing regional and site specific geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence), areas potentially subject to significant grading impacts, seismic hazards, existing topography, and wind and/or water erosion potential of the soils within the area. This section will identify recommended mitigation measures to avoid or lessen potential impacts to the extent feasible, such as erosion control criteria and grading requirements, to ensure consistency with the City's grading standards/policies.



- **Greenhouse Gas Emissions:** RBF's air quality specialists will prepare an analysis of the project's potential impacts regarding greenhouse gas (GHG) and climate change. RBF will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). Construction related GHG emissions will also be quantified and evaluated. The emissions inventory will be quantified with the CalEEMod model. The analysis will determine the project's impact by determining if it is consistent with the Assembly Bill 32 mandate of reducing GHG's beyond "Business as Usual" conditions. The GHG reduction associated with the project's design features will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures [September 2010]).

- **Hazards and Hazardous Materials:** The Initial Study will review existing short-term and long-term hazardous conditions, based upon existing reference documents applicable to the project site.
- **Hydrology and Water Quality:** The Initial Study will review existing and proposed hydrology/drainage and water quality data for the project area based upon available reference documents. The review will include any changes in absorption rates, drainage patterns, storm drain improvements, and downstream affects. The potential for the project to degrade water quality, interfere with groundwater recharge or expose people to water related hazards will be identified. Potential for the proposed project to violate water quality standards or waste discharge requirements will be analyzed.





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- **Land Use and Relevant Planning:** The Land Use section will describe the existing land uses and analyze the potential for the proposed Specific Plan to result in land use incompatibilities. A comprehensive evaluation of uses and overall densities will be conducted. RBF will also evaluate the appropriateness of the proposed uses in comparison to the surrounding uses. Compatibility with adjacent uses will be studied. Analysis will be conducted, in order to determine the Project's consistency with the City of Monterey Park General Plan, Zoning Code, South Garfield Specific Plan, and related policy documents. The land use analysis will consider the project's requirement for a Specific Plan Amendment, as well as the potential for a Zone Change and General Plan Amendment, if required.
- **Mineral Resources:** Analysis will note that there is no affect of the project upon mineral resources.
- **Noise:** RBF's acoustical specialists will evaluate potential noise impacts of the proposed project, focusing on changes in noise levels in the project area due to traffic changes along area roadways, on-site stationary noise sources, and overall changes in ambient noise levels associated with potential development. Project-related noise will be compared to City thresholds in order to determine significance.

Existing Conditions. RBF will review the applicable local noise and land use compatibility criteria. RBF will conduct short-term noise level measurements along the project area. The noise monitoring survey will be conducted at up to three separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term (24-hour) measurements.

Operational Noise Sources. The proposed project is anticipated to generate vehicular traffic trips from future growth. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The analysis will focus on noise impacts associated with the development of the proposed project. Model input data will include average daily traffic volumes, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. Traffic parameters necessary for the model input will be obtained from the Traffic Impact Assessment.

- **Population:** RBF will provide a project-specific analysis of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). The basis for analysis will be population and housing data from the City of Monterey Park, California Department of Finance, and U.S. Census. The section will consider housing conditions and projections for the area. The section will discuss ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-



inducing impacts in terms of whether the project influences the rate, location, and the amount of growth. Growth-inducing impacts are assessed based on the project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. Potential growth-inducing impacts from the proposed development will be analyzed as they relate to population, housing, and employment factors.

- **Public Services:** The affect on existing services including fire, law enforcement, educational, and recreational services will be studied. RBF will contact potentially affected agencies to confirm relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension, or expansion of new facilities, and the increased demand on services based on the proposed land uses. RBF will evaluate the ability of the project to receive adequate service based on applicable standards and, where adequate services are not available, will identify the effects of inadequate service, and recommend mitigation measures.
- **Recreation:** The analysis will address the project's impact on local recreation facilities. The discussion will focus on the increased demand to recreation facilities associated with the proposed residential development. RBF will identify existing facilities and the ability of these facilities to serve the proposed project.
- **Traffic/Transportation:** RBF's transportation specialists will prepare a traffic impact



Orangethorpe Avenue in Buena Park

analysis for the proposed project. The traffic study will assess traffic conditions and potential traffic impacts associated with the proposed Specific Plan update and amendment by analyzing forecast trip generation, distribution, and assignment of the proposed project on the study area circulation system. If necessary, mitigation measures for identified project-generated traffic impacts will be recommended in accordance with applicable agency performance criteria and thresholds of significance.

The traffic analysis will identify traffic operations under the following scenarios:

- Existing Conditions;
- Forecast Existing Plus Project Conditions;
- Forecast Long-Range Year Without Project Conditions; and
- Forecast Long-Range Year With Project Conditions.





South Garfield Transit Village Specific Plan

Study Area. The traffic study will consist of up to ten (10) study intersections, the location of which will be based on discussions with City staff. RBF will collect traffic count volume data at the study intersections during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.) on a typical weekday (Tuesday, Wednesday, or Thursday). This scope of work does not assume vehicle classification traffic count data collection, nor does it assume any State Highway mainline, ramp, or intersection analysis.

Site Visit/Existing Systems Documentation. RBF will visit the study area to document existing conditions including intersection control, traffic signal phasing, roadway cross-section, speed limits, parking restrictions, intersection approach lanes, etc. The traffic

analysis will include graphics documenting the existing intersection roadway geometry, and the analysis will utilize existing geometric conditions to establish a baseline for current operations.



Lakeport Conceptual Design

Proposed Project Trip Generation, Trip Distribution & Assignment. The study will identify the number of daily and peak hour trips forecast to be generated by the proposed project, using trip generation rates obtained in Trip Generation (Institute of Transportation Engineers, 9th Edition, 2012) or other source as directed.

Assumptions regarding forecast project trip generation, taking into consideration applicable trip adjustments associated with existing land use within the project site that may be displaced by the proposed project and/or onsite trip capture and/or pass-by discounts, will be reviewed and approved by City staff prior to inclusion in the analysis. Additionally, manual trip distribution and assignment will be reviewed and approved by agency staff prior to utilization in the analysis. This scope of work does not assume trip generation surveys of existing land use within the study area.

Forecast Long-Range Year Traffic Volumes. Forecast future long-range horizon year traffic volumes will be based on either specific cumulative projects traffic data supplied by agency staff, and/or by applying an annual traffic growth rate provided by the agency staff to adjust existing traffic volumes to the designated future horizon year. Forecast future year conditions will assume planned, programmed, and funded circulation improvements identified by agency staff, anticipated for completion by the future horizon year.

Level of Service. The analysis will assess forecast traffic conditions at the ten (10) study intersections for the analysis scenarios identified above during the a.m. peak hour and p.m. peak hour. The analysis will document operation of the signalized study intersections using the Intersection Capacity Utilization (ICU) analysis methodology and



utilize the Highway Capacity Manual (HCM) analysis methodology for the unsignalized study intersections. Intersection level of service analysis will be prepared using the Traffix™ software. If the analysis indicates the proposed project will significantly impact study intersections based on applicable agency thresholds of significance, mitigation measures will be recommended in accordance with established agency performance criteria. The analysis will document forecast operating conditions after implementation of recommended mitigation measures.

This scope of work does not assume preparation of a Los Angeles County Congestion Management Program (CMP) analysis for the proposed project.

- **Utilities:** Based upon information provided by the City, the affect on existing infrastructure will be evaluated, including water, wastewater, and solid waste. RBF will contact potentially affected agencies to confirm relevant existing conditions, project impacts and recommended mitigation measures. The ability of existing infrastructure to support development will be confirmed in terms of increased demand/generation of utilities, including water, wastewater, and solid waste. The discussion will focus on the potential alteration of existing facilities, extension, or expansion of new facilities and the increased demand on services based on the proposed land uses.



Fullerton Alleyscape Concept Design

- **Mandatory Findings of Significance:** Focus on cumulative affects and considerations.

7.3.4 Determination

The determination page will conclude the appropriate action (expected to be an adoption of the Mitigated Negative Declaration) based upon the environmental analysis.

7.3.5 Exhibits

The environmental document will include a maximum of ten (10) exhibits to enhance the written text and clarify the proposed project and potential environmental impacts. Exhibits are anticipated to include: Regional Vicinity Map, Site Vicinity Map, Proposed Site Plan, and Traffic Exhibits.

7.4 Administrative Draft Initial Study/Mitigated Negative Declaration

RBF will submit five copies of the Administrative Draft Initial Study/Mitigated Negative Declaration for review and comment by the City. RBF will subsequently submit one “check copy” of the final draft document prior to the 30-day public review period, which will incorporate one complete set of comments received from the City. Changes to the draft document will be highlighted to assist the review.





South Garfield Transit Village Specific Plan

7.5 Public Review Draft Initial Study/Mitigated Negative Declaration

RBF will provide 50 copies of the Public Review Draft Initial Study/Mitigated Negative Declaration for distribution to public agencies, interested parties, City Staff, local libraries, City Council members, and Planning Commissioners. RBF will consult with the City to develop a distribution list for outside parties. RBF will prepare a Notice of Completion and submit the document to the State Clearinghouse. In addition, this task includes posting of the Notice of Availability at the County Clerk.

7.6 Mitigation Monitoring Program

RBF will prepare the Mitigation Monitoring and Reporting Program pursuant to Section 21081.6 of CEQA. RBF will submit a draft version for City review and will follow with a finalized mitigation monitoring program.

7.7 Responses to Comments

After the close of the required public review period for the Mitigated Negative Declaration, RBF and City Staff will review the comment letters received during the public review period



Yucca Valley Alternative Sketch

and determine if it is necessary to produce written responses to the comments. If so, RBF will prepare responses to public comments received during the 30-day public review period. In addition, RBF will prepare errata for any changes to the Draft IS/MND text, if necessary. Upon approval of the Responses to Comments by City Staff, RBF will distribute up to 15 copies of the Responses to Comments to agencies/parties who provided written comments during the 30-day public review period. Due to the

unpredictable nature of the volume and nature of comments received, this task is limited to a maximum of 10 hours.

7.8 Final Initial Study/Mitigated Negative Declaration

RBF will assemble and submit the Final Initial Study to the City following City Council adoption. The final document will include a purpose subsection, reference the review process, comments received, responses and any required edits/updates to the Public Review document.



7.9 CEQA Notices

RBF will be responsible for the preparation of CEQA notices (Notice of Completion, Notice of Availability, Notice of Intent to Adopt Mitigated Negative Declaration, and Notice of Determination). Subsequent to adoption of the Mitigated Negative Declaration, RBF will prepare a Notice of Determination for filing with the County Clerk. This scope of work excludes the required fees, if applicable, for the California Department of Fish and Game (CDFG).

ASSUMPTION

RBF has assumed that City Staff will be responsible for public noticing to comply with CEQA requirements, such as a radius mailing or newspaper notices.

7.10 Optional Tasks

7.10.1 Screening Level Health Risk Assessment

Per South Coast Air Quality Management District (SCAQMD) recommendations, a Health Risk Assessment (HRA) is warranted when siting residential uses within 1,000 feet of a freeway. The proposed Specific Plan Amendments along with the mixed-use potential of the P-D Overlay Zone on Pomona Boulevard could create additional opportunities for residential uses to be sited within 1,000 feet of State Route 60 (Pomona Freeway). This task would provide a high-level screening Health Risk Assessment for potential health risks that could be contributed diesel particulate matter (due to the proximity of SR-60). The impact analysis involves the development of an emissions inventory for DPM sources to determine relative concentrations at sensitive receptors. Concentrations will be projected at the nearest sensitive receptors. The concentrations are then used to estimate the increased cancer risk and health hazard as described in the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment. The assessment will present background information on DPM and its health risks, the assumptions used for the modeling and modeling methodology and the results of the analysis.

Phase 7 Deliverables

- ***7.1 Deliverables:***
Kick-off Meeting
- ***7.2 Deliverables:***
Draft CEQA Project Description





South Garfield Transit Village Specific Plan

Final CEQA Project Description

- **7.3 & 7.4 Deliverables:**
 - 5 Copies of Administrative Draft IS/MND
 - 1 "Check Copy" of Draft IS/MND
- **7.5 Deliverables:**
 - 50 copies of the Public Review Draft IS/MND with Technical Appendices on CD
 - 1 Camera-Ready Original of Public Review Draft IS/MND and Technical Appendices
 - 1 CD with PDF files of Public Review Draft IS/MND, Technical Appendices, and Graphics
- **7.6 Deliverables:**
 - 1 Copy of Draft Mitigation Monitoring Program
 - 1 Copy of Final Mitigation Monitoring Program
 - Electronic version of Final Mitigation Monitoring Program
- **7.7 Deliverables:**
 - 1 Copy of Draft Responses to Comments
 - 15 Copies of Final Responses to Comments
 - Electronic version of Responses to Comments
- **7.8 Deliverables:**
 - 1 Camera-Ready Original of Final IS/MND
 - 5 Copies of Final IS/MND
 - 1 CD with PDF files of Final IS/MND
- **7.9 Deliverables:**
 - Notice of Completion
 - Notice of Availability
 - Notice of Intent to Adopt Mitigated Negative Declaration
 - Notice of Determination

PHASE 8. FINAL PLAN ADOPTION

8.1 Planning Commission and City Council Hearings

The RBF team will attend and present at up to four (4) Planning Commission or City Council meetings for the adoption of the final Specific Plan.



8.2 Final South Garfield Transit Village Specific Plan

Once public hearings have been conducted, the RBF Team revise the Specific Plan as appropriate based on comments received during the public review period and guidance from the Planning Commission and City Council during public meetings. The final Specific Plan and environmental document will be provided to the City in electronic and print format.

Deliverables

- Attendance and presentation at up to four (4) Planning Commission or City Council hearings
- Incorporation of revisions/recommendations into the final, adopted Specific Plan
- One (1) electronic copy and one (1) hard copy of the final, adopted Specific Plan and environmental document

PHASE 9. PROJECT MEETING AND MANAGEMENT

9.1 Project Team Meetings and Coordination

RBF Team members shall attend up to six (6) Project Team Meetings or Conference Calls with City staff to discuss issues, present deliverables, receive comments and monitor development of the Specific Plan.

RBF will provide overall management of the project and lead task coordination to ensure adherence to schedule and budget. This task will include coordination of RBF's subconsultants, team leadership, progress monitoring and maintenance of project files.



Deliverables

- Attendance at up to six (6) Project Team Meetings or Conference Calls
- Ongoing project management and coordination

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South Garfield Transit Village Specific Plan

Proposed Schedule

	2013								2014				
	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May
Phase 1. Project Initiation													
1.1 Refine Project Scope													
1.2 Kickoff Meeting and Project Area Tour													
Phase 2. Community Outreach and Engagement													
2.1 Community Participation Plan													
2.2 Project Mailer and Survey													
2.3 Outreach Materials													
2.4 Business and Property Owner Outreach													
2.5 Community Workshop #1													
2.6 Community Workshop #2													
2.7 General Plan Advisory Committee Meetings													
2.8 Agency Stakeholder Meeting													
2.9 Language Translation													
Phase 3. Existing Conditions Documentation and Assessment													
3.1 Urban Design and Land Use													
3.2 Mobility													
3.3 Parking													
3.4 Topographic Base Map													
3.5 Utilities Research													
Phase 4. Design Development													
4.1 Land Use Concept													
4.2 Streetscape Concept													
4.3 Wayfinding Concept													
4.4 Traffic and Circulation Concept													
4.5 Parking Concept													
4.6 Vision Poster													
Phase 5. Specific Plan Preparation													
5.1 Goals and Policies													
5.2 Integrated Design Standards and Design Guidelines													
5.3 Public Infrastructure													
5.4 Development Incentives													
5.5 Implementation and Funding													
5.6 Preparation of Administrative/Screencheck Draft Specific Plan													
5.7 Preparation of Public Review Draft Specific Plan													
5.8 Present Draft Plans to City Council and Planning Commission													
Phase 6. Implementation Tools													
6.1 Construction Documents													

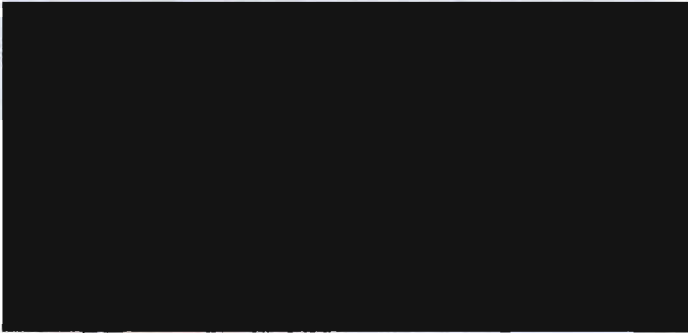


South Garfield Transit Village Specific Plan

Proposed Schedule

Phase 7. Environmental Assessment																												
7.1 Environmental Kick-off Meeting																												
7.2 Develop Project Description																												
7.3 Preparation of Initial Study/Environmental Checklist																												
7.3.1 Introduction																												
7.3.2 Environmental Checklist																												
7.3.3 Environmental Analysis																												
7.3.4 Determination																												
7.3.5 Exhibits																												
7.4 Administrative Draft Initial Study/Mitigated Negative Declaration																												
7.5 Public Review Draft Initial Study/Mitigated Negative Declaration																												
7.6 Mitigation Monitoring Program																												
7.7 Responses to Comments																												
7.8 Final Initial Study/Mitigated Negative Declaration																												
7.9 CEQA Notices																												
7.10 Screening Level Health Risk Assessment (optional)																												
Phase 8. Final Plan Adoption																												
8.1 Planning Commission and City Council Hearings																												
8.2 Final South Garfield Transit Village Specific Plan																												
Phase 9. Project Meetings and Management																												
9.1 Project Team Meetings and Coordination																												





IV. Proposed Budget



South Garfield Transit Village Specific Plan

1. All work will be performed at a flat or success fee, which will become the firm fixed price upon completion of negotiations with staff authorized to negotiate on behalf of the City.
2. The final budget includes all miscellaneous costs for reproduction, non-research telephone, postal, delivery, reference materials and incidental expenses. Staff will receive payment after an percentage share of any cost savings.
3. The project fee will be valid for ninety days from date of receipt. Should project extend beyond ninety days, the fee will be valid for ninety days from date of receipt.
4. Any costs incurred in budget negotiation request must be submitted to the City.



V. Acceptance of Conditions





Acceptance of Conditions

RBF Consulting has reviewed a sample of the contract language and respectfully requests changes to as presented below. Our changes are highlighted in yellow: additions are underlined.

Sections

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause by providing ten (10) days notice prior to the effective date of termination. Notice of termination will be in writing.

18. INDEMNIFICATION.

- A. CONSULTANT agrees to the following
 - ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, arising out of the Agreement, or its negligent performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance. CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

South Garfield Transit Village Specific Plan



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Staff Report City of Monterey Park

DATE: September 4, 2013

TO: PAUL TALBOT, CITY MANAGER
FROM: TIM SHAY, SUPPORT SERVICES MANAGER
SUBJECT: POLICE DEPARTMENT ADMINISTRATION SEDANS – PURCHASE

BACKGROUND:

The 2013-2014 Budget includes \$110,000 for the Police Department's replacement of two 2007 Ford 500 sedans, Unit #980 and #981, which have reached 100,000 miles.

The Police Department utilizes these sedans on a daily basis while performing administrative duties. In the event of an emergency situation, they are also equipped with all the necessary radios, computers and lighting to perform emergency operations.

The 2014 Ford Taurus is a comparable model that is similar in size and interior and trunk space, and equipped with an updated 6-speed automatic transmission for added performance and increased fuel economy. The Ford Taurus sedans are available thru a Contra Costa County joint purchase program (Contract #0905-0005) for all government and municipality agencies.

Under joint purchase, participating agencies can acquire goods and services at the lowest prices possible through volume discount without repeating the bid process. Joint Purchase is a permitted purchasing method per the Monterey Park Municipal Code, Section 3.20.050(3).

Contra Costa County recently went through the formal bid process to purchase Ford sedans and the low bid was provided by Downtown Ford. Through the joint-purchase process the City is able to purchase two, 2014 Ford Taurus sedans from Downtown Ford for \$70,974.54. Had the City gone through its own bidding process, the cost would be approximately \$8,430 more per unit.

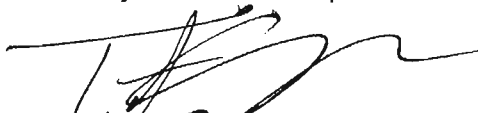
FISCAL IMPACT:

There is \$110,000 in the Shop Fund for the replacement of two Police Department administration sedans. The cost from Downtown Ford is \$70,974.54 which is within budget. The remainder of the funds will be used to install the necessary police radios, computers, LED lighting and equipment in each vehicle.

RECOMMENDATION:

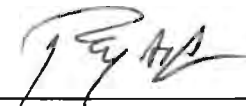
It is recommended that the City Council approve the purchase of two Ford Taurus sedans from Downtown Ford through the Contra Costa County joint-purchase contract per Monterey Park Municipal Code Section 3.20.050(3), in the amount of \$70,974.54

By:



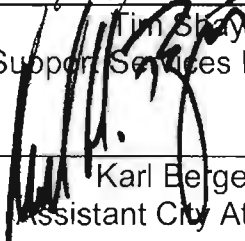
Tim Shay
Support Services Manager

By:



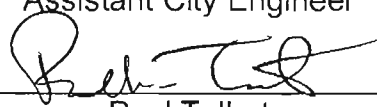
Rey Alfonso
Assistant City Engineer

Approved:



Karl Berger
Assistant City Attorney

Approved:



Paul Talbot
City Manager

STAFF REPORT

City of Monterey Park

DATE: September 4, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: REY ALFONSO, ASSISTANT CITY ENGINEER

SUBJECT: 2012 VARIOUS STREET RESURFACING II – ACCEPTANCE OF WORK AND FINAL PAYMENT

DISCUSSION:

On August 15, 2012, the City Council awarded a contract to Sully Miller Contracting Company in the amount of \$996,500.00 for the 2012 Various Street Resurfacing II project. The project involved the resurfacing of various collector and residential streets that were in need of rehabilitation as identified in the City's Pavement Management Study and by the City's street maintenance crews. The work included cold milling the existing asphalt pavement and constructing a rubberized asphalt overlay; repairing localized pavement failures; adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors; restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

The streets resurfaced included the following:

1. Abajo Drive from Vagabond Road to Verde Vista Drive
2. Alhambra Avenue from Hellman Avenue to Emerson Avenue
3. Alhambra Avenue from Newmark Avenue to Graves Avenue
4. Alhambra Avenue from Mooney Drive to South End
5. Cecil Street from Graves Avenue to Lincoln Avenue
6. Floral Drive from Ridge Crest Street to Atlantic Boulevard
7. Garvey Avenue from Hitchcock Drive to Atlantic Boulevard
8. Grandridge Avenue from Garfield Avenue to El Repetto Drive
9. Mooney Drive from Russell Avenue to Sefton Avenue
10. Sefton Avenue from Graves Avenue to Mooney Drive
11. Verde Vista Drive from Casuda Canyon Drive to Abajo Drive

The final cost of the project was \$1,082,247.30, which included \$63,235.60 in change order work directed by staff, and \$22,511.70 in quantity adjustments as summarized in Exhibit A. The change order work was for additional items of work not included in the construction plans and specifications, while the construction quantity adjustments were attributed to field conditions necessitating the addition

or reduction of bid item quantities completed. The completed work has been inspected and approved by the Public Works Department.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

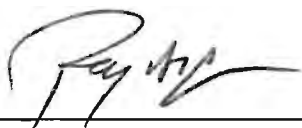
As a minor alteration to an existing public facility, this project is a Class 1 Categorically Exempt project pursuant to the California Environmental Quality Act (CEQA).

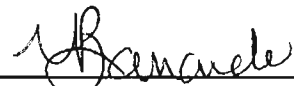
FISCAL IMPACT:

On August 15, 2012, the City Council awarded the construction contract to Sully Miller Contracting Company in the amount of \$996,500.00, and included a 10 percent contingency of \$100,000 to cover any construction changes. The project is funded with Proposition 1B (\$355,000), LACMTA (\$618,000), and Measure R (\$123,500) funds totaling \$1,096,500. The final cost of the work was \$1,082,247.30; therefore, no additional allocations are needed.

RECOMMENDATION:

It is recommended that the City Council accept the 2012 Various Street Resurfacing II project completed by Sully Miller Contracting Company and authorize staff to file a Notice of Completion and pay the final retention billing.

By 
REY ALFONSO
Assistant City Engineer

Approved 
PAUL TALBOT
City Manager

Approved as to form:

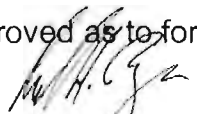
By: 
Karl H. Berger,
Assistant City Attorney

EXHIBIT A

**CITY OF MONTEREY PARK
PUBLIC WORKS DEPARTMENT
2102 VARIOUS STREET RESURFACING II**

CHANGES IN CONTRACT AMOUNT

CHANGE ORDER WORK		
Item No.	Description	Amount
1	Construct 397 linear feet of curb & gutter, 600 sq.ft. sidewalk, and 176 sq.ft. of driveways on Alhambra Avenue in the vicinity of the City Maintenance Yard and Garvey Ranch Park in order to improve street drainage and provide pedestrian access.	\$ 27,592.00
2	As requested by City staff, furnish all labor, material, and equipment to: (1) relocate sprinkler system at Garvey Ranch Park (across from City Yard) due to new concrete curb work; (2) construct curb & gutter and adjacent AC pavement section on Corporate Center Drive south of Ramona Blvd to address local drainage problem; (3) remodel concrete landing and steps at gated entry to property at 403 Alhambra Avenue due to new corner curb ramp; (4) remove and reconstruct street pavement on Newmark, Mooney, Grandridge, and Verde Vista related to overlay work; and (5) remodel portions of private driveways on Alhambra south of Mooney to join new sidewalk	\$ 33,285.07
3	Install reflective pavement markers on Floral Drive	\$ 2,358.53
TOTAL =		\$ 63,235.60
CONSTRUCTION QUANTITY ADJUSTMENTS		
Item No.	Description	Amount
1	Reduction of 117 tons of rubberized asphalt placed	(-\$10,080.92)
2	Reduction of 22,652 square feet of cold milling along edge of gutter (6'-wide, 0"-2" deep)	(-\$ 4,303.88)
3	Additional 51,839 sq.ft. of cold milling (full street width, 2" deep)	\$ 20,735.60
4	Reduction of 110 sq.ft. of 6"-deep localized pavement repairs	(-\$605.00)
5	Additional 24 linear feet of concrete curb & gutter constructed	\$ 816.00
6	Three (3) additional curb ramps constructed	\$5,250.00
7	Additional 29 water valve covers adjusted to grade	\$2,900.00
8	Additional 28 traffic detection loops installed	\$ 9,800.00
9	Eliminate one (1) speed hump to be reconstructed	(-\$ 2,000.00)
TOTAL =		\$ 22,511.80

Staff Report City of Monterey Park

**New Business
Agenda Item 6**

DATE: September 4, 2013

TO: THE HONORABLE MAYOR AND CITY COUNCIL
FROM: PAUL L. TALBOT, CITY MANAGER
**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN
EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY
OF MONTEREY PARK AND CITY VENTURES, LLC**

DISCUSSION

As the City Council is aware, the City is considering whether to allow the current City Yard to be redeveloped into a residential neighborhood. An overview of the conceptual development, the steps needed to implement such a development, and the proposed developer is set forth in the staff report prepared for the November 7, 2012 which is attached as Exhibit B. A copy of that staff report is attached for reference. Included with that staff report was a draft exclusive negotiation agreement ("ENA") between the City and City Ventures, LLC to consider whether the conceptual project is appropriate for the City Yard site. The City Council also considered the terms and conditions associated with conveying the City Yard on June 14, 2012 and April 23, 2013.

During the November 7th City Council meeting, the developer indicated that it would begin a number of studies (e.g., geologic and environmental) regarding the City Yard if it could enter into an ENA with the City. Also during that meeting, the City Council identified several issues that needed to be addressed within the ENA. Generally, the Council was concerned regarding (a) relocation, construction, and purchasing costs for the replacement City Yard; (b) extending the ENA's term; (c) the City's ability to terminate the ENA; (d) the developer's successors in interest; (e) amendments to the ENA; and (f) the close of escrow for the proposed project site and new city yard site. The Council also expressed interest in understanding what the end result would be for the City, i.e., what the ultimate cost/benefit might be for the City.

Since that time, at the City Council's direction, staff met with representatives from City Ventures to discuss the draft ENA and the entitlement applications needed for the conceptual project;. City Venture representatives also met with neighbors at an outreach meeting in June at Garvey Ranch Park. At that meeting many of the neighbors expressed a desire for less homes, but with larger floor plans. Consequently, City Ventures revised its initial scope down from 35 homes to the now proposed 25 homes.

The draft ENA provides exclusive negotiating rights between the City and City Ventures for the purpose of developing the site for residential homes. Changes directed by the City Council on November 7th are also incorporated into the ENA.

The draft ENA also requires that City Ventures present to the City Council a disposition plan for the City Yard that outlines the following:

- The scope of development for the City Yard property to be developed as single-family homes;
- A progress schedule for and phasing of the City Yard property for the single-family development;
- An itemized list of needed development and the cost to develop the City Yard for single-family units. The list will include on-site and off-site improvements, any regulatory requirements for the improvements and the cost for the on and off-site improvements;
- The purchase price of the City Yard property which must be acceptable to both the City and City Ventures;
- The improvements that City Ventures will make to the City Yard property and to the surrounding area if any. This will also include a list of supporting infrastructure in connection with the sing-family development;
- The Parties' responsibilities for implementing development activities; and
- The City shall prepare a plan for developing and relocating the City Yard prior to development of the residential portion; City Ventures cooperate in City's development of this plan and shall assist the City in identifying a replacement property.

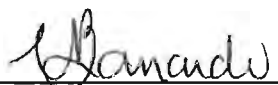
FISCAL IMPACT

The execution of the Agreement will not impact the City's General Fund, as the sales price should offset the purchase and relocation costs of the new City Yard.

RECOMMENDATION:

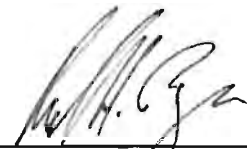
It is recommended that the City Council (1) consider authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with City Ventures, LLC to exclusively negotiate regarding the matters set forth in this staff report; and (2) to consider any additional, related, matters that may be desirable.

By:



for Paul L. Talbot
City Manager

Approved
as to form:



Karl H. Berger
Assistant City Attorney

**EXCLUSIVE NEGOTIATION AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK
AND
CITY VENTURES, LLC**

This Agreement is entered into this ____ day of September , 2013 (“Effective Date”), by and between the City of Monterey Park, a general law city and municipal corporation (“City”) and City Ventures, LLC, a Delaware limited liability company (“Developer”) on the terms and provisions set forth below. The Developer and City are sometimes collectively referred to as the “Parties” and each, individually, may be referred to as a “Party”.

1. **RECITALS.** The Parties enter into this Agreement in light of the following facts and objectives:

A. Developer seeks to purchase and develop the existing City yard, located at 751 South Alhambra Avenue, Monterey Park, California, 91754 (the “Property”) and seeks to enter into an agreement with City to conduct exclusive negotiations with City regarding the Property.

B. Developer wishes City to consider a proposed residential development consisting of approximately 25 single-family residential homes along with ancillary development and relocation of the existing City yard to another site within the City (the “Project”). The conceptual site plan for the residential portion of the Project is attached as Exhibit “A,” and incorporated by reference.

C. The Parties acknowledge that the Project will require certain entitlements, including without limitation discretionary legislative acts such as a zone change (“Zone Code Change”), amendment to City’s General Plan (“General Plan Amendment”), and potentially a development agreement between the Parties, as well as project-specific quasi-adjudicatory actions including a tentative tract map, all of which will require environmental review pursuant to the California Environmental Quality Act (“CEQA”). Further, the Parties acknowledge that City Ordinance No. 1578 requires that any City Council approved General Plan Amendment or Zone Code Change that re-designates the Property to increase residential density requires approval by the City electorate in an upcoming election for such City Council approvals to be valid or effective (the “Ballot Approval Requirement”).

D. Developer acknowledges that the current City Council cannot and will not commit to complete processing or approve the entitlements and CEQA review that would be necessary for the Project and that the individuals that currently constitute the City Council may change during the term of this Agreement.

E. The Parties acknowledge that the Property is required to be deemed surplus property, that City must provide notice and a written offer to sell the Property to various other entities pursuant to Government Code 54220 *et seq.* (the “Surplus Property Disposition Law”) and that such other entities must either decline to express an interest in acquiring the Property or City and the entities must be unable to reach terms of an agreed sale as a condition precedent to City being able to sell the Property to Developer or otherwise continue with City’s obligations contained in this Agreement (the “Surplus Disposition Condition”) and, therefore, the Property could be sold to another entity during the term of this Agreement.

F. City believes it is in the public interest to enter into such exclusive negotiations.

2. **CONSIDERATION.** The Parties agree to strictly comply with the recitals and mutual covenants and conditions contained in this Agreement.

3. **TERM.**

A. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall terminate pursuant to the terms of Section 5 (the “Term”). At the option of the Parties, pursuant to the conditions set forth below and prior to termination, the Term may be extended for an additional two (2) three (3) month periods by mutual written consent of Developer and City. The City Council must approve such extensions on behalf of City.

B. If an environmental impact report is required for approval of the Project, then the Term will be automatically extended for a period of twelve (12) months as may be necessary to satisfy the requirements of the CEQA and its implementing guidelines. The Parties shall document this additional automatic twelve (12) month extension in a written acknowledgement.

C. City and Developer will jointly determine milestone dates for the Project which the respective Parties are to meet during the period of the Agreement. Milestone dates shall be agreed upon and incorporated into this Agreement as an exhibit within sixty (60) days of the Effective Date of this Agreement. The Parties agree that certain milestone dates related to the planning and processing of a tentative map and other entitlements (other than the environmental documentation required pursuant to CEQA) that require approval of a General Plan Amendment and/or Zone Code Change for the Project may be commenced after the Ballot Approval Requirement.

D. Upon commencement of this Agreement, City shall commence and in good faith undertake action necessary to comply with the Surplus Property Disposition Law to promptly resolve whether the Surplus Disposition Condition can be satisfied. City is responsible for payment of all costs and expenses associated with such action, other than obtaining an appraisal for the Property, which shall be obtained by Developer at its sole

cost and expense. Unless prohibited by law, City shall not agree to extend or waive any statutory timeframes in Government Code sections 54222(f) or 54223. City shall send written notice to Developer within ten (10) days of determining that the Surplus Disposition Condition is satisfied to memorialize the date described in Section 5.A.iv. During any escrow period arising from an escrow between City and an entity described in Government Code section 54222, City shall send Developer notice of such escrow and the Parties' respective rights and obligations in this Agreement shall be tolled for the duration of the escrow, which shall be deemed an enforced delay pursuant to Section 22. Notwithstanding anything to the contrary in this Agreement, in the event that City records a deed transferring title to the Property as surplus property to one of the entities described in Government Code section 54222, then the Surplus Disposition Condition will be deemed not satisfied and this Agreement shall be deemed terminated.

4. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.**

A. Should there be a default in performance by a Party the non-defaulting Party must give written notice of such default to the defaulting Party. Such notice must specify the nature of the event or deficiency giving rise to the default; the action required to cure the deficiency; if an action to cure is possible; and a date not less than thirty (30) calendar days from the date of the notice within which action to cure must be taken.

B. Notwithstanding anything to the contrary, any default does not constitute cause to terminate this Agreement if the defaulting Party cures, corrects or remedies the default within the time period required in the notice or other agreement between the Parties. In the case of a default by either Party, the alleged defaulting Party shall promptly commence to cure the identified default and shall complete the cure within thirty (30) days after receipt of the notice of default. The thirty (30) day cure period for a default shall be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting Party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

5. **TERMINATION.** This Agreement may terminate under the following circumstances:

A. The earlier of:

- i. Upon recordation of a deed transferring title to the Property to one of the entities described in Government Code section 54222 pursuant to Section 3.D;
- ii. City disapproving the Zone Code Change, General Plan Amendment and/or CEQA, and as a result not placing the Zone Code Change and/or General Plan Amendment on a ballot.

- iii. The City electorate rejecting the Zone Code Change or General Plan Amendment at an election; or
 - iv. Two (2) years after the date the Surplus Disposition Condition is satisfied, subject to any extension authorized by Section 3;
- B. By a Party upon the uncured default of the other Party;
- C. By Developer upon giving City thirty (30) days prior written notice of its intent to terminate this Agreement;
- D. Upon the latest of (i) all of the Project entitlements being approved and deemed final and (ii) the entering of a purchase and sale agreement or other disposition document between the Parties; or
- E. Upon failure of the Parties to agree to a Purchase Price pursuant to Section 7.A.iv within one hundred and fifty (150) days of the Effective Date of this Agreement, which one hundred and fifty (150) day period may be extended by mutual written agreement of the Parties. The City Council must approve such extensions on behalf of City.

6. **EXCLUSIVE NEGOTIATIONS.**

A. City agrees that, during the Term (or any extension or tolling of the Term) and provided that Developer is not in uncured default of any of its obligations under this Agreement, it will negotiate exclusively (except with regard to negotiations held pursuant to the Surplus Property Disposition Law) and in good faith with Developer concerning the rights and obligations of the Parties respecting the Project and the Property. Developer acknowledges and agrees that City is acting in good faith so long as it makes reasonable efforts to attend scheduled meetings and directs its consultants to cooperate with Developer in processing the Project entitlements and CEQA documents. Developer further acknowledges that City representatives, from time to time, may have contact with other developers respecting the Property and that such contact is expressly permitted provided that City and its representatives inform those developers of the existence of this Agreement and City's obligations and do not actively engage in negotiation with respect to the Property (except as required by the Surplus Property Disposition Law).

B. City and Developer will engage in good faith efforts to prepare the necessary documents to allow the City Council to determine whether it wishes to approve the CEQA documents, Project entitlements, and a purchase and sale agreement or other disposition document. The Parties recognize that because of the Ballot Approval Requirement it may be desirable to process the General Plan Amendment and Zone Code Change prior to other Project entitlements (excluding any environmental review required by CEQA). Therefore, the Parties shall cooperate to address and develop an efficient, practical and economic method to plan and process a tentative map and any other entitlements that require approval of a General Plan Amendment or Zone Code Change.

C. Developer agrees to use its best efforts and due diligence to investigate the Property, available finances and the feasibility of development of the Property to be in a position to apply for all required Project entitlements during the Term.

D. Developer understands and agrees that City is a public entity and must comply with, without limitation, the California Public Records Act ("PRA"). Each Party agrees that any and all financial data, reports and documentation supplied by one Party ("Disclosing Party"), or its affiliates or third parties on its behalf, to the other Party under this Agreement ("Receiving Party"), which are confidential, to the extent permitted by the PRA, cannot be disclosed or otherwise disseminated by the Receiving Party without the consent of the Disclosing Party. For this Section to apply, the Disclosing Party must mark or label its confidential information as "Confidential and Proprietary." If City is challenged regarding a document that Developer deems confidential, and presuming that prior to disclosure City notifies Developer so that it may decide whether to consent to disclosure, then Developer shall defend, indemnify and hold harmless City and its officers, officials, employees and agents against and from such challenge.

7. SCOPE OF NEGOTIATIONS.

A. During the Term, the Parties agree to negotiate to develop a disposition plan for the Property to present to the City Council for consideration and approval in its sole and absolute discretion. Such a plan will include:

- i. The scope of development for the Property, to be developed as single-family detached homes;
- ii. A progress schedule for, and phasing of, the Property development and the Project;
- iii. An itemized list of needed development and the cost of such development for the Project. This list will include on-site and off-site improvements, any regulatory requirements for these improvements, and the costs associated with both needs;
- iv. The purchase price of the Property, which must be acceptable to both Parties in their sole and unfettered discretion and identified as a firm/fixed price in a purchase and sale agreement or other disposition document ("Purchase Price"). The Parties acknowledge that the Purchase Price shall be no less than the estimated total cost to City of relocating the City yard to another lot within the City ("Replacement Property"), including, without limitation, (i) the purchase price for the Replacement Property, (ii) all costs associated with reconstruction of the City yard to a similar quality and level of service as that provided at the existing City yard, and (iii) all closing costs, transfer costs, and any and all other associated taxes and fees associated with the relocation of the existing City yard. The Purchase

Price may also include, without limitation, costs associated with the construction of City yard improvements that are of a higher quality and/or level of service than that currently provided, to the extent agreed upon by the Parties prior to close of escrow on the Property;

- v. Those improvements that Developer will make to the Property, if any, and to the surrounding area. This will also include a list of supporting infrastructure (if any) in connection with the Project;
- vi. The Parties' responsibilities for implementing development activities; and
- vii. City shall prepare a plan for developing and relocating the City yard prior to development of the residential portion of the Project; Developer shall cooperate in City's development of this plan and shall assist City in identifying the Replacement Property. The close of escrow on the Replacement Property shall be prior to, or simultaneous with, close of escrow on the Property. Prior to the deadline established in Section 5.E, Developer shall provide appraisals for the Replacement Property and Property and City shall obtain a bid for the proposed relocation and construction of the City yard on the Replacement Property.

B. The good faith negotiations agreed to between the Parties requires each to reasonably communicate with the other. This will include all methods of communication including via telecommunications (fax, phone, e-mail, etc.), face-to-face meetings between the Parties' representatives, and written correspondence.

8. **DEVELOPER RESPONSIBILITIES.** As part of the disposition plan, Developer must:

A. Conduct such tests, surveys and other analyses of the Property as Developer deems necessary to determine the feasibility of the Project, and complete such tests, surveys and other analyses as promptly as possible within the Term. Any entry by Developer or its agents onto the Property shall be subject to, and conducted in accordance with, all applicable laws, statutes, rules and regulations. Developer shall promptly restore the Property to its previous condition before any such entry, test, or investigation occurred or was performed. Developer or its agents may undertake borings or other disturbances of the soil with City's prior written approval (not to be unreasonably withheld), provided that the soil borings and other disturbances shall be sealed and closed using materials and techniques that conform with all applicable laws, statutes, rules and regulations and industry and governmental standards, and the soil shall be recompacted to the condition immediately before any such borings were undertaken. Upon receipt of a written request therefore, Developer and City shall each provide the other with access to all data and information concerning the physical condition of the Property which is available to it and of which it is aware, but without representation or warranty as to the accuracy thereof. The Parties shall enter a Right of Entry Agreement in

the form and content attached hereto as Exhibit "B" prior to Developer's entering the Property to conduct any invasive tests, surveys or analyses.

B. Provide architectural information including site plan studies and revisions, proposed elevations, landscape plans and signing criteria. Developer and its proposed architect must meet with City representatives to review and come to a clear understanding of the planning and design criteria. Developer must submit to City proposed conceptual site plans, landscaping plans and elevation plans for the Project.

C. Developer must, within thirty (30) days after the date of this Agreement, submit in writing to City the names of its architect, engineers, and any other development team member, all of whom are subject to City's reasonable approval. Developer may designate replacements for any of these entities or individuals, subject to City's reasonable approval. Developer must also designate and submit in writing to City the names of its lead negotiators who have authority to make decisions on its behalf.

D. Certain State and local environmental requirements under CEQA are applicable to the Project. Developer agrees to supply information and otherwise assist City, as requested, to determine the environmental impact of the Project (including all requested entitlements and land use approvals), and to allow City to prepare such environmental documents as may need to be completed for the Project pursuant to CEQA.

E. Developer shall indemnify, defend and hold City and its members, officials, representatives, directors, staff members, attorneys and employees of City ("Representatives") harmless from and against any and all losses, liabilities, demands, claims, judgments, causes of action or expenses, including reasonable attorneys' fees and costs (collectively, "Losses and Liabilities"), arising from or relating to (A) any acts or omissions of Developer or any of its members, managers, agents, employees, contractors or other representatives upon the Property (or any portion thereof), including without limitation any tests or investigations thereof as specified in the Right of Entry (attached hereto as Exhibit "B"); (B) the preparation of any plans for the Project; (C) claims for inverse condemnation or relocation costs or assistance or loss of FF&E or goodwill, but only if and to the extent based on the Parties' entering into this Agreement or any negotiations conducted between the Parties pursuant hereto but not including any condemnation or relocation costs or assistance that Developer would otherwise be entitled to by the California Constitution or the California Relocation Assistance Act (Govt. Code § 7260 *et seq.*) if such claims arise after title to the Property is transferred to Developer; (D) CEQA or other land use challenges, but only if and to the extent based on the Parties' entering into this Agreement, any negotiations conducted between the Parties pursuant hereto, or City's consideration or approval of tract or parcel map, conditional use permit(s) and/or other land use entitlement(s) necessary or appropriate for development of the Project; or (E) any litigation, suits or actions brought against City, or any of its respective Representatives, but only if and to the extent based on the Parties' entering into this Agreement, any negotiations conducted between the Parties pursuant

hereto, or City's consideration or approval of any tract or parcel map, conditional use permit(s) and/or other land use entitlement(s) necessary or appropriate for development of the Project; provided, however, that the foregoing indemnity shall not extend to any Losses and Liabilities to the extent arising from the negligence or willful misconduct of City or any of its Representatives, as determined by a final and non-appealable determination of a court of competent jurisdiction. In connection with any defense to be provided by Developer pursuant to this Section, City and its Representatives shall have the right to be defended by counsel of their choice, at Developer's expense. This provision shall survive termination of this Agreement for the duration of any applicable statute of limitation.

9. DEVELOPER REIMBURSEMENT OF CITY COSTS.

A. Developer and City agree that Developer must pay for all administrative and other costs associated with reviewing the Project on the Property including, without limitation, legal fees, staff time, consultant fees (including without limitation CEQA review and preparation of the Project land use entitlements) and any costs associated with the Ballot Approval Requirement (collectively "City Costs"). The definition of City Costs does not include (i) any costs associated with City's compliance with the Surplus Disposition Law other than the appraisal for the Property, or (ii) any costs associated with City's locating and acquiring a replacement City yard (excluding CEQA review), unless Developer agrees to pay for such costs pursuant to an agreement executed by the Parties subsequent to this Agreement (which agreement the Parties may approve or disapprove in their sole, absolute, and unfettered discretion). Nothing in this subsection prevents costs associated with replacement of the City yard from being considered in the Purchase Price for the Property pursuant to Section 7.A.

B. Within five (5) business days of the execution of this Agreement, Developer shall provide City with a deposit of Twenty-Five Thousand Dollars (\$25,000) (the "Initial Deposit"), which City agrees to maintain in a separate trust account for Developer; any interest earned on funds deposited in this trust account shall be for the benefit of Developer. The Initial Deposit and any subsequent replenishment shall be used only to pay City Costs actually incurred. City shall have the right from time to time to withdraw funds from the Initial Deposit to pay (or reimburse itself) for City Costs, and shall provide Developer with monthly statements specifying the City Costs so incurred by City and paid (or reimbursed) from the Initial Deposit. Together with such monthly statements, City shall provide to Developer copies of invoices for the City Costs shown in such monthly statements, including invoices for attorneys' fees and costs (but the detailed description of the services provided by each attorney, as described in each such invoice, shall be redacted to show only the matter on which such attorney worked, together with the name (or initials) of such attorney, the date and amount of time spent by such attorney on such matter, and the attorneys' fees charged to City therefore) and including any invoices from other consultants or experts (but each such invoice from other consultants or experts shall be redacted so as not to show or contain any privileged

information or communications). Developer shall have no obligation to pay as City Costs any third party cost for which an invoice is not provided. Any City Costs related to charges for City staff time shall be based on written time entries that include the name of the staff, the actual time spent and a specific description of work performed.

C. Within ten (10) business days after City notifies Developer in writing that the then remaining balance of the Initial Deposit has been reduced to Five Thousand Dollars (\$5,000) or less, Developer shall replenish the Initial Deposit to a balance of Twenty-Five Thousand Dollars (\$25,000).

D. City shall provide ten (10) business days' prior written notice to Developer of City's intent to engage any other third party (excluding City's legal counsel) or authorize any other work (excluding work by City's legal counsel relating to the Project), the cost of which is reasonably anticipated by City to exceed One Thousand Dollars (\$1,000). Developer shall be entitled to review and comment (but not approve) on any contract or scope of work (or amendment or change order to such agreements) that City intends to enter with a third party (excluding City legal counsel) with respect to this Agreement or the Project prior to City entering such contract or agreeing to such scope of work. If Developer has a good faith and bona fide dispute as to a charge incurred as City Costs (excluding City legal counsel), then City shall meet and confer with Developer in a good faith effort to resolve such dispute. If, after such meeting, City agrees with Developer, City shall cooperate with Developer in seeking credit or offset from third parties to whom City Costs are paid. To the extent practicable, any third party contract (excluding City's legal counsel) shall name Developer as an intended third party beneficiary.

E. Upon City's receipt of written notice from Developer to stop work (or temporarily suspend work) on the Project, City shall promptly direct all of City's staff, attorneys, consultants and other professionals to stop work thereon; provided, however, that such a notice to stop work (or temporarily suspend work) shall not constitute Developer's election to terminate this Agreement absent a specific statement to that effect; and, provided further, that the Developer agrees and acknowledges that:

- i. Depending upon the terms of the contract(s) governing the work to be performed by such consultants and other professionals (excluding City's attorneys), such consultants' and other professionals' stopping work on the Project may or may not result in City incurring costs therefor, and Developer shall be responsible for, and the Initial Deposit may be used by City to pay (or reimburse itself) for, such costs that are actually incurred and to which a third party has a contractual right to payment; and
- ii. Notwithstanding such written notice, Developer shall continue to be obligated to indemnify, defend and hold City and its Representatives harmless from and against any Losses and Liabilities in accordance with Section 8.E of this Agreement.

F. If, for any reason whatsoever City does not approve the Project, which approval may be given or denied in the City Council's sole, absolute and unfettered discretion, the Term expires pursuant to Section 5, or the Ballot Approval Requirement does not occur, then that portion of the Initial Deposit (as theretofore replenished by Developer) and any interest thereon then remaining after the deduction of pre-termination City Costs, as reasonably determined by City in good faith consultation with Developer (the "Deposit Balance"), shall be returned by City to Developer within thirty (30) days after this Agreement terminates. Developer acknowledges that City can at any time determine that it no longer desires to transfer the Property to Developer, unless its right to do so is restricted pursuant to an agreement executed by the Parties subsequent to this Agreement (which agreement the Parties may approve or disapprove in their sole, absolute, and unfettered discretion). In such case Developer can elect to withdraw its Project entitlement applications submitted to City and City shall return the Deposit Balance to Developer. If Developer desires to continue process its applications for Project entitlements then Developer shall continue to pay City Costs associated with the processing such entitlements consistent with the terms and conditions of this Agreement. In the event that City approves the Project entitlements, City shall return any remaining Deposit Balance upon Project approval.

G. Should Developer fail to perform any of its obligations under this Section, then City may, at its option, pursue any one or more or all of the remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developer fails to perform any of its obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by City together with interest from the date incurred at the rate of ten percent (10%) per annum.

10. **HAZARDOUS/TOXIC WASTE.** City has not, nor, to City's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Developer agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Developer agrees to defend and indemnify City, to the extent stated below, against any and all losses, liabilities, claims and/or costs arising from any breach of any Developer warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

11. **INSURANCE.** Developer must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. Developer will provide Commercial General Liability, Broad Form General

Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with Developer's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Agreement will be endorsed to name City, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Developer will furnish to City a certificate of insurance, in the standard form required by City, duly authenticated, evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

12. **NOTICES.** All communications to either Party by the other Party shall be deemed made when received by such Party at its respective name and address, as follows:

City: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attention: Mr. Paul Talbot, City Manager

With a copy to: Jenkins & Hugin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, California 90266
Attention: Mark D. Hensley, Esq.

Developer: City Ventures, LLC
2850 Redhill Avenue, Suite 200
Santa Ana, California 92705
Attention: Mr. Ryan Aeh

With a copy to: Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660
Attention: Michael R.W. Houston, Esq.

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

13. **ASSIGNMENT.** This Agreement cannot be assigned by Developer without City Council's prior written approval in its sole, absolute and unfettered discretion, except that approval shall not be required for a wholly-owned successor-in-interest formed, owned, and operated by Developer for the express purpose of fulfilling the obligations set forth in this Agreement.

14. **INTERPRETATION/VENUE.** This Agreement and its performance will be governed, interpreted, construed and regulated by the laws of the State of California. Exclusive venue for any action arising from this Agreement will be in Los Angeles County Superior Court.

15. **EXCLUSIVE REMEDY.** Declaratory and injunctive relief and specific performance shall be the sole remedies available to the Parties and each Party understands and agrees that it cannot seek damages of any nature or type against the other Party except (i) City can seek damages for any physical harm caused to the Property by Developer, as further described in Section 8.A; (ii) City may seek damages related to a dispute involving Developer's failure to perform its obligations under Section 9; and (3) Developer may seek damages related to a dispute involving City's failure to return the Deposit Balance to Developer pursuant to Section 9.

16. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the Parties as to the matters covered in this Agreement. There are no other understandings, terms or other agreements expressed or implied, oral or written.

17. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

18. **COVENANT AGAINST DISCRIMINATION.** Developer cannot discriminate against nor segregate, any person, or group of persons, on account of sex, race, color, age, marital status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

19. **CONSTRUCTION.** This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party preparing this Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the subject matter and contains the entire understanding between the Parties with respect thereto. This Agreement is the result of negotiations between the Parties who are each represented an attorney. This Agreement shall be interpreted as though it was jointly drafted by the Parties, and it shall not be

construed against a Party based upon the Party that drafted any particular section, phrase or word of the Agreement.

20. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. Any such amendment must be approved by City Council.

21. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

22. **FORCE MAJEURE.** Performance by either Party (who is not otherwise in uncured default) shall not be deemed to be in default and the Term shall be extended where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, supernatural causes acts of the public enemy, terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions on priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other Party, or any other causes beyond the reasonable control or without fault of the Party claiming extension of time to perform. Notwithstanding the foregoing, inability to secure satisfactory financing or market and economic conditions shall not entitle Developer to an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within twenty (20) days of knowledge of the commencement of the cause.

[Signatures contained on next page]

IN WITNESS WHEREOF the Parties hereto have executed this contract the day and year first hereinabove written.

ATTEST:

Vincent Chang
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____

“CITY”
CITY OF MONTEREY PARK
a municipal corporation

By: _____
Name: Paul Talbot, City Manager
Dated: _____

“DEVELOPER”
City Ventures, LLC, a Delaware Limited
Liability Company

By: _____
Name: _____
Its: _____
Dated: _____

Exhibit “A”
Conceptual Site Plan

Exhibit "B"
Right of Entry Agreement

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2013, by and between the City of Monterey Park, a general law city and municipal corporation ("Licensor"), and City Ventures, LLC, a Delaware limited liability company (the "Licensee")

W I T N E S S E T H:

WHEREAS, Licensor has ownership of the real property more particularly described on Exhibit I, attached hereto (herein called the "Property");

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into an Exclusive Negotiating Agreement related to the Property (the "ENA");

WHEREAS, Licensee needs the right of entry upon and access to the Property for the purpose of undertaking surveys, tests, inspections, analyses and other due diligence activities (herein called the "Due Diligence Activities") required in connection with the proposed acquisition by Licensee of the Property and required by the ENA;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a non-exclusive license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement; and

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Access by Licensee. Subject to Licensee's compliance with the terms and provisions of this Agreement, Licensee and Licensee's employees, agents and consultants designated in writing by Licensee (herein collectively called "Licensee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities, until the earliest to occur of: (i) the expiration or earlier termination of the ENA; (ii) the termination of this Agreement; or (iii) the execution of the purchase and sale agreement or other disposition document contemplated by the ENA.

Licensee expressly agrees as follows: (i) any activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's Designees onto the

Property in connection with the Due Diligence Activities shall not damage the Property in any manner (except for minor damage normally resulting from typical site investigation activities such as soil borings); (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Licensee shall immediately return the Property to the condition existing prior to the Due Diligence Activities (unless otherwise agreed in writing by the City Manager of the Licensor), and (iii) Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Licensee or Licensee's Designees onto the Property, except to the extent they are caused by the negligence or willful misconduct of the Licensor, or its agents, contractors or employees.

2. Lien Waivers. Upon receipt of a written request from Licensor, Licensee will provide Licensor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Licensor and its counsel. To the extent permitted by applicable law, Licensee hereby indemnifies Licensor from and against any claims or demands for payment, or any liens or lien claims made against Licensor or the Property as a result of the Due Diligence Activities, except to the extent they are caused by the negligence or willful misconduct of the Licensor, or its agents, contractors or employees.

3. Insurance. Licensee shall, and shall cause all of Licensee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to Licensor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement. If Developer's contractors used for Due Diligence Activities are unable to meet these insurance requirements on their own, Developer may provide such coverage on their behalf.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights set forth herein.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be addressed and delivered as provided in the notices provision of the ENA.

7. Assignment. This Agreement shall only be assigned by Licensee in the manner described in the ENA.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed as of the day and year first written above.

LICENSEE:

CITY VENTURES LLC,
a Delaware Limited Liability Company

By: _____

Print Name: _____

Title: _____

LICENSOR

City of Monterey Park
A General Law City and Municipal
Corporation

Paul Talbot

City Manager

ATTEST:

Vincent Chang

City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

By: _____

**EXHIBIT 1 to Exhibit “B”
Right of Entry and Access Agreement**

Description of the Property

[Insert description here]

|S964.3|889533.DOC;8|

Staff Report City of Monterey Park

DATE: November 7, 2012

TO: Paul Talbot, City Manager

FROM: Jim Basham, Director of Community Development

SUBJECT: CONSENT CALENDAR: AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CITY VENTURES, LLC

DISCUSSION

City Ventures, LLC is a housing development company that design and build energy efficient homes. The Company has built homes in the neighboring community of Alhambra and in other cities throughout Southern California such as Brea, Covina, Ventura, Signal Hill and Carlsbad. Currently, the homebuilder is interested in entering into an agreement with the City to conduct exclusive negotiations with the City to acquire and develop the City yard located at 751 South Alhambra Avenue with approximately 35 single-family homes.

The City Yard comprises one parcel totaling 7.5 acres (326,700 sq. ft.) and is occupied by the City's auto service shop, Building, Street and Parks maintenance facilities and Water Department. The south westerly portion of the City yard includes 2.3 acres of hillside area which will remain undeveloped since this area contains existing water storage facilities used by the City for domestic service. The City would use the proceeds of the sale of the City Yard property to purchase and relocate the facility to a new location, that has not yet been determined.

Representatives of City Ventures recently met with staff and obtained the entitlement applications necessary to submit a Zone Change and General Plan amendment to reclassify the property from Public Facilities to Medium Density Residential. City Ventures understands that the requested entitlement action will require environmental review pursuant to the California Environmental Quality Act (CEQA). Furthermore, City Ventures acknowledges that City Council is the ultimate body to review and approve the Zone Change and General Plan amendment and since the project involves residential density increase approval by the City electorate in an upcoming election to ratify City Council approvals pursuant to City Ordinance No. 1578.

The Exclusive Negotiation Agreement permits exclusive negotiating rights between the City and City Ventures for the purposes of developing the site for residential homes if the required entitlements for the project including the General Plan amendment, Zone Change, Tentative Map, Development Agreement and Design Review are granted along with the adoption of CEQA documents.

The Agreement also requires that City Ventures present to the City Council a disposition plan for the City Yard that outlines the following:

- The scope of development for the City Yard property to be developed as single-family homes;
- A progress schedule for and phasing of the City Yard property for the single-family development;
- An itemized list of needed development and the cost to develop the City Yard for single-family units. The list will include on-site and off-site improvements, any regulatory requirements for the improvements and the cost for the on and off-site improvements;
- The purchase price of the City Yard property which must be acceptable to both the City and City Ventures;
- The improvements that City Ventures will make to the City Yard property and to the surrounding area if any. This will also include a list of supporting infrastructure in connection with the sing-family development;
- The Parties' responsibilities for implementing development activities; and
- The City must prepare a plan for developing and relocating the City Yard before the residential portion is developed; City Ventures must cooperate in City's development of this plan and assist the City in identifying a replacement property.

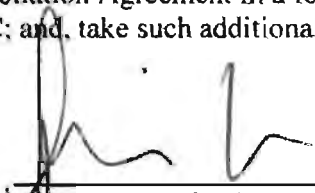
FISCAL IMPACT

The execution of the Agreement will not impact the City's General Fund, as the sales price should offset the purchase and relocation costs of the new City Yard.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Exclusive Negotiation Agreement in a form approved by the City Attorney between the City and City Ventures, LLC; and, take such additional, related, action that may be desirable.

By:



Jim Basham
Community Development Director

Approved:



Paul Talbot
City Manager

/JB

Attachment: Exclusive Negotiation Agreement

**EXCLUSIVE NEGOTIATION AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK
AND
CITY VENTURES, LLC**

This Agreement is entered into this ____ day of November, 2012 ("Effective Date"), by and between the City of Monterey Park, a general law city and municipal corporation ("City") and City Ventures, LLC, a Delaware limited liability company ("Developer") on the terms and provisions set forth below. The Developer and City are sometimes collectively referred to as the "Parties" and each, individually, may be referred to as a "Party".

1. **RECITALS.** The Parties enter into this Agreement in light of the following facts and objectives:

A. Developer seeks to purchase and develop the existing City yard, located at 751 South Alhambra Avenue, Monterey Park, California, 91754 (the "Property") and seeks to enter into an agreement with City to conduct exclusive negotiations with City regarding the Property.

B. Developer wishes City to consider a proposed residential development consisting of approximately 35 single-family residential homes along with ancillary development and relocation of the existing City yard to another site within the City (the "Project"). The conceptual site plan for the residential portion of the Project is attached as Exhibit "A," and incorporated by reference.

C. The Parties acknowledge that the Project will require certain entitlements, including without limitation discretionary legislative acts such as a zone change ("Zone Code Change") and amendment to City's General Plan ("General Plan Amendment") as well as project-specific quasi-adjudicatory actions including a tentative tract map, all of which will require environmental review pursuant to the California Environmental Quality Act ("CEQA"). Further, the Parties acknowledge that City Ordinance No. 1578 requires that any City Council approved General Plan Amendment or Zone Code Change that re-designates the Property to increase residential density requires approval by the City electorate in an upcoming election for such City Council approvals to be valid or effective (the "Ballot Approval Requirement").

D. Developer acknowledges that the current City Council cannot and will not commit to complete processing or approve the entitlements and CEQA review that would be necessary for the Project and that the individuals that currently constitute the City Council may change during the term of this Agreement.

E. The Parties acknowledge that the Property is required to be deemed surplus property, that City must provide notice and a written offer to sell the Property to various other entities pursuant to Government Code 54220 *et seq.* (the "Surplus Property Disposition Law") and that such other entities must either decline to express an interest in acquiring the Property or City and the entities must be unable to reach terms of an agreed sale as a condition precedent to City being able to sell the Property to Developer or otherwise continue with City's obligations contained in this Agreement (the "Surplus Disposition Condition") and, therefore, the Property could be sold to another entity during the term of this Agreement.

F. City believes it is in the public interest to enter into such exclusive negotiations.

2. **CONSIDERATION.** The Parties agree to strictly comply with the recitals and mutual covenants and conditions contained in this Agreement.

3. **TERM.**

A. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall terminate pursuant to the terms of Section 5 (the "Term"). At the option of the Parties, pursuant to the conditions set forth below and prior to termination, the Term may be extended for an additional two (2) three (3) month periods by mutual written consent of Developer and City. The City Manager is authorized to approve such extensions on behalf of City.

B. If an environmental impact report is required for approval of the Project, then the Term will be automatically extended for a period of twelve (12) months as may be necessary to satisfy the requirements of the CEQA and its implementing guidelines. The Parties shall document this additional automatic twelve (12) month extension in a written acknowledgement.

C. City and Developer will jointly determine milestone dates for the Project which the respective Parties are to meet during the period of the Agreement. Milestone dates shall be agreed upon and incorporated into this Agreement as an exhibit within 60 days of the Effective Date of this Agreement. The Parties agree that certain milestone dates related to the planning and processing of a tentative map and other entitlements (other than the environmental documentation required pursuant to CEQA) that require approval of a General Plan Amendment and/or Zone Code Change for the Project may be commenced after the Ballot Approval Requirement.

D. Upon commencement of this Agreement, City shall commence and in good faith undertake action necessary to comply with the Surplus Property Disposition Law to promptly resolve whether the Surplus Disposition Condition can be satisfied. City is responsible for payment of all costs and expenses associated with such action, other than obtaining an appraisal for the Property, which shall be obtained by Developer at its sole

cost and expense. Unless prohibited by law, City shall not agree to extend or waive any statutory timeframes in Government Code sections 54222(f) or 54223. City shall send written notice to Developer within ten (10) days of determining that the Surplus Disposition Condition is satisfied to memorialize the date described in Section 5.A.iv. During any escrow period arising from an escrow between City and an entity described in Government Code section 54222, City shall send Developer notice of such escrow and the Parties' respective rights and obligations in this Agreement shall be tolled for the duration of the escrow, which shall be deemed an enforced delay pursuant to Section 22. Notwithstanding anything to the contrary in this Agreement, in the event that City records a deed transferring title to the Property as surplus property to one of the entities described in Government Code section 54222, then the Surplus Disposition Condition will be deemed not satisfied and this Agreement shall be deemed terminated.

4. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

A. Should there be a default in performance by a Party the non-defaulting Party must give written notice of such default to the defaulting Party. Such notice must specify the nature of the event or deficiency giving rise to the default; the action required to cure the deficiency; if an action to cure is possible; and a date not less than thirty (30) calendar days from the date of the notice within which action to cure must be taken.

B. Notwithstanding anything to the contrary, any default does not constitute cause to terminate this Agreement if the defaulting Party cures, corrects or remedies the default within the time period required in the notice or other agreement between the Parties. In the case of a default by either Party, the alleged defaulting Party shall promptly commence to cure the identified default and shall complete the cure within thirty (30) days after receipt of the notice of default. The thirty (30) day cure period for a default shall be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting Party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

5. TERMINATION. This Agreement may terminate under the following circumstances:

A. The earlier of:

- i. Upon recordation of a deed transferring title to the Property to one of the entities described in Government Code section 54222 pursuant to Section 3.D;
- ii. City disapproving the Zone Code Change, General Plan Amendment and/or CEQA, and as a result not placing the Zone Code Change and/or General Plan Amendment on a ballot on or before the June 4, 2013 election;

- iii. The City electorate rejecting the Zone Code Change or General Plan Amendment on or before the June 4, 2013 election; or
 - iv. Two (2) years after the date the Surplus Disposition Condition is satisfied, subject to any extension authorized by Section 3;
- B. By a Party upon the uncured default of the other Party;
- C. By Developer upon giving City thirty (30) days prior written notice of its intent to terminate this Agreement;
- D. Upon the latest of (i) all of the Project entitlements being approved and deemed final and (ii) the entering of a purchase and sale agreement or other disposition document between the Parties; or
- E. Upon failure of the Parties to agree to a purchase price pursuant to Section 7.A.iv within ninety (90) days of the Effective Date of this Agreement, which ninety (90) day period may be extended by mutual written agreement of the Parties.

6. EXCLUSIVE NEGOTIATIONS.

A. City agrees that, during the Term (or any extension or tolling of the Term) and provided that Developer is not in uncured default of any of its obligations under this Agreement, it will negotiate exclusively (except with regard to negotiations held pursuant to the Surplus Property Disposition Law) and in good faith with Developer concerning the rights and obligations of the Parties respecting the Project and the Property. Developer acknowledges and agrees that City is acting in good faith so long as it makes reasonable efforts to attend scheduled meetings and directs its consultants to cooperate with Developer in processing the Project entitlements and CEQA documents. Developer further acknowledges that City representatives, from time to time, may have contact with other developers respecting the Property and that such contact is expressly permitted provided that City and its representatives inform those developers of the existence of this Agreement and City's obligations and do not actively engage in negotiation with respect to the Property (except as required by the Surplus Property Disposition Law).

B. City and Developer will engage in good faith efforts to prepare the necessary documents to allow the City Council to determine whether it wishes to approve the CEQA documents, Project entitlements, and a purchase and sale agreement or other disposition document. The Parties recognize that because of the Ballot Approval Requirement it may be desirable to process the General Plan Amendment and Zone Code Change prior to other Project entitlements (excluding any environmental review required by CEQA). Therefore, the Parties shall cooperate to address and develop an efficient, practical and economic method to plan and process a tentative map and any other entitlements that require approval of a General Plan Amendment or Zone Code Change.

C. Developer agrees to use its best efforts and due diligence to investigate the Property, available finances and the feasibility of development of the Property to be in a position to apply for all required Project entitlements during the Term.

D. Developer understands and agrees that City is a public entity and must comply with, without limitation, the California Public Records Act ("PRA"). Each Party agrees that any and all financial data, reports and documentation supplied by one Party ("Disclosing Party"), or its affiliates or third parties on its behalf, to the other Party under this Agreement ("Receiving Party"), which are confidential, to the extent permitted by the PRA, cannot be disclosed or otherwise disseminated by the Receiving Party without the consent of the Disclosing Party. For this Section to apply, the Disclosing Party must mark or label its confidential information as "Confidential and Proprietary." If City is challenged regarding a document that Developer deems confidential, and presuming that prior to disclosure City notifies Developer so that it may decide whether to consent to disclosure, then Developer shall defend, indemnify and hold harmless City and its officers, officials, employees and agents against and from such challenge.

7. SCOPE OF NEGOTIATIONS.

A. During the Term, the Parties agree to negotiate to develop a disposition plan for the Property to present to the City Council for consideration and approval in its sole and absolute discretion. Such a plan will include:

- i. The scope of development for the Property, to be developed as single-family detached homes;
- ii. A progress schedule for, and phasing of, the Property development and the Project;
- iii. An itemized list of needed development and the cost of such development for the Project. This list will include on-site and off-site improvements, any regulatory requirements for these improvements, and the costs associated with both needs;
- iv. The purchase price of the Property, which must be acceptable to both Parties in their sole and unfettered discretion;
- v. Those improvements that Developer will make to the Property, if any, and to the surrounding area. This will also include a list of supporting infrastructure (if any) in connection with the Project;
- vi. The Parties' responsibilities for implementing development activities; and
- vii. City shall prepare a plan for developing and relocating the City yard prior to development of the residential portion of the Project; Developer shall

cooperate in City's development of this plan and shall assist City in identifying a replacement property.

B. The good faith negotiations agreed to between the Parties requires each to reasonably communicate with the other. This will include all methods of communication including via telecommunications (fax, phone, e-mail, etc.), face-to-face meetings between the Parties' representatives, and written correspondence.

8. **DEVELOPER RESPONSIBILITIES.** As part of the disposition plan, Developer must:

A. Conduct such tests, surveys and other analyses of the Property as Developer deems necessary to determine the feasibility of the Project, and complete such tests, surveys and other analyses as promptly as possible within the Term. Any entry by Developer or its agents onto the Property shall be subject to, and conducted in accordance with, all applicable laws, statutes, rules and regulations. Developer shall promptly restore the Property to its previous condition before any such entry, test, or investigation occurred or was performed. Developer or its agents may undertake borings or other disturbances of the soil with City's prior written approval (not to be unreasonably withheld), provided that the soil borings and other disturbances shall be sealed and closed using materials and techniques that conform with all applicable laws, statutes, rules and regulations and industry and governmental standards, and the soil shall be recompact to the condition immediately before any such borings were undertaken. Upon receipt of a written request therefore, Developer and City shall each provide the other with access to all data and information concerning the physical condition of the Property which is available to it and of which it is aware, but without representation or warranty as to the accuracy thereof. The Parties shall enter a Right of Entry Agreement in the form and content attached hereto as Exhibit "B" prior to Developer's entering the Property to conduct any invasive tests, surveys or analyses.

B. Provide architectural information including site plan studies and revisions, proposed elevations, landscape plans and signing criteria. Developer and its proposed architect must meet with City representatives to review and come to a clear understanding of the planning and design criteria. Developer must submit to City proposed conceptual site plans, landscaping plans and elevation plans for the Project.

C. Developer must, within thirty (30) days after the date of this Agreement, submit in writing to City the names of its architect, engineers, and any other development team member, all of whom are subject to City's reasonable approval. Developer may designate replacements for any of these entities or individuals, subject to City's reasonable approval. Developer must also designate and submit in writing to City the names of its lead negotiators who have authority to make decisions on its behalf.

D. Certain State and local environmental requirements under CEQA are applicable to the Project. Developer agrees to supply information and otherwise assist City, as requested, to determine the environmental impact of the Project (including all requested entitlements and land use approvals), and to allow City to prepare such environmental documents as may need to be completed for the Project pursuant to CEQA.

E. Developer shall indemnify, defend and hold City and its members, officials, representatives, directors, staff members, attorneys and employees of City ("Representatives") harmless from and against any and all losses, liabilities, demands, claims, judgments, causes of action or expenses, including reasonable attorneys' fees and costs (collectively, "Losses and Liabilities"), arising from or relating to (A) any acts or omissions of Developer or any of its members, managers, agents, employees, contractors or other representatives upon the Property (or any portion thereof), including without limitation any tests or investigations thereof as specified in the Right of Entry (attached hereto as Exhibit "B"); (B) the preparation of any plans for the Project; (C) claims for inverse condemnation or relocation costs or assistance or loss of FF&E or goodwill, but only if and to the extent based on the Parties' entering into this Agreement or any negotiations conducted between the Parties pursuant hereto but not including any condemnation or relocation costs or assistance that Developer would otherwise be entitled to by the California Constitution or the California Relocation Assistance Act (Govt. Code § 7260 *et seq.*) if such claims arise after title to the Property is transferred to Developer; (D) CEQA or other land use challenges, but only if and to the extent based on the Parties' entering into this Agreement, any negotiations conducted between the Parties pursuant hereto, or City's consideration or approval of tract or parcel map, conditional use permit(s) and/or other land use entitlement(s) necessary or appropriate for development of the Project; or (E) any litigation, suits or actions brought against City, or any of its respective Representatives, but only if and to the extent based on the Parties' entering into this Agreement, any negotiations conducted between the Parties pursuant hereto, or City's consideration or approval of any tract or parcel map, conditional use permit(s) and/or other land use entitlement(s) necessary or appropriate for development of the Project; provided, however, that the foregoing indemnity shall not extend to any Losses and Liabilities to the extent arising from the negligence or willful misconduct of City or any of its Representatives, as determined by a final and non-appealable determination of a court of competent jurisdiction. In connection with any defense to be provided by Developer pursuant to this Section, City and its Representatives shall have the right to be defended by counsel of their choice, at Developer's expense. This provision shall survive termination of this Agreement for the duration of any applicable statute of limitation.

9. **DEVELOPER REIMBURSEMENT OF CITY COSTS.**

A. Developer and City agree that Developer must pay for all administrative and other costs associated with reviewing the Project on the Property including, without limitation, legal fees, staff time, consultant fees (including without limitation CEQA review and preparation of the Project land use entitlements) and any costs associated with the Ballot

Approval Requirement (collectively "City Costs"). The definition of City Costs does not include (i) any costs associated with City's compliance with the Surplus Disposition Law other than the appraisal for the Property, or (ii) any costs associated with City's locating and acquiring a replacement City yard (excluding CEQA review), unless Developer agrees to pay for such costs pursuant to an agreement executed by the Parties subsequent to this Agreement (which agreement the Parties may approve or disapprove in their sole, absolute, and unfettered discretion).

B. Within five (5) business days of the execution of this Agreement, Developer shall provide City with a deposit of Twenty-Five Thousand Dollars (\$25,000) (the "Initial Deposit"), which City agrees to maintain in a separate trust account for Developer; any interest earned on funds deposited in this trust account shall be for the benefit of Developer. The Initial Deposit and any subsequent replenishment shall be used only to pay City Costs actually incurred. City shall have the right from time to time to withdraw funds from the Initial Deposit to pay (or reimburse itself) for City Costs, and shall provide Developer with monthly statements specifying the City Costs so incurred by City and paid (or reimbursed) from the Initial Deposit. Together with such monthly statements, City shall provide to Developer copies of invoices for the City Costs shown in such monthly statements, including invoices for attorneys' fees and costs (but the detailed description of the services provided by each attorney, as described in each such invoice, shall be redacted to show only the matter on which such attorney worked, together with the name (or initials) of such attorney, the date and amount of time spent by such attorney on such matter, and the attorneys' fees charged to City therefore) and including any invoices from other consultants or experts (but each such invoice from other consultants or experts shall be redacted so as not to show or contain any privileged information or communications). Developer shall have no obligation to pay as City Costs any third party cost for which an invoice is not provided. Any City Costs related to charges for City staff time shall be based on written time entries that include the name of the staff, the actual time spent and a specific description of work performed.

C. Within ten (10) business days after City notifies Developer in writing that the then remaining balance of the Initial Deposit has been reduced to Five Thousand Dollars (\$5,000) or less, Developer shall replenish the Initial Deposit to a balance of Twenty-Five Thousand Dollars (\$25,000).

D. City shall provide ten (10) business days' prior written notice to Developer of City's intent to engage any other third party (excluding City's legal counsel) or authorize any other work (excluding work by City's legal counsel relating to the Project), the cost of which is reasonably anticipated by City to exceed One Thousand Dollars (\$1,000). Developer shall be entitled to review and comment (but not approve) on any contract or scope of work (or amendment or change order to such agreements) that City intends to enter with a third party (excluding City legal counsel) with respect to this Agreement or the Project prior to City entering such contract or agreeing to such scope of work. If Developer has a good faith and bona fide dispute as to a charge incurred as City Costs

(excluding City legal counsel), then City shall meet and confer with Developer in a good faith effort to resolve such dispute. If, after such meeting, City agrees with Developer, City shall cooperate with Developer in seeking credit or offset from third parties to whom City Costs are paid. To the extent practicable, any third party contract (excluding City's legal counsel) shall name Developer as an intended third party beneficiary.

E. Upon City's receipt of written notice from Developer to stop work (or temporarily suspend work) on the Project, City shall promptly direct all of City's staff, attorneys, consultants and other professionals to stop work thereon; provided, however, that such a notice to stop work (or temporarily suspend work) shall not constitute Developer's election to terminate this Agreement absent a specific statement to that effect; and, provided further, that the Developer agrees and acknowledges that:

- i. Depending upon the terms of the contract(s) governing the work to be performed by such consultants and other professionals (excluding City's attorneys), such consultants' and other professionals' stopping work on the Project may or may not result in City incurring costs therefor, and Developer shall be responsible for, and the Initial Deposit may be used by City to pay (or reimburse itself) for, such costs that are actually incurred and to which a third party has a contractual right to payment; and
- ii. Notwithstanding such written notice, Developer shall continue to be obligated to indemnify, defend and hold City and its Representatives harmless from and against any Losses and Liabilities in accordance with Section 8.E of this Agreement.

F. If, for any reason whatsoever City does not approve the Project, which approval may be given or denied in the City Council's sole, absolute and unfettered discretion, the Term expires pursuant to Section 5, or the Ballot Approval Requirement does not occur, then that portion of the Initial Deposit (as theretofore replenished by Developer) and any interest thereon then remaining after the deduction of pre-termination City Costs, as reasonably determined by City in good faith consultation with Developer (the "Deposit Balance"), shall be returned by City to Developer within thirty (30) days after this Agreement terminates. Developer acknowledges that City can at any time determine that it no longer desires to transfer the Property to Developer, unless its right to do so is restricted pursuant to an agreement executed by the Parties subsequent to this Agreement (which agreement the Parties may approve or disapprove in their sole, absolute, and unfettered discretion). In such case Developer can elect to withdraw its Project entitlement applications submitted to City and City shall return the Deposit Balance to Developer. If Developer desires to continue process its applications for Project entitlements then Developer shall continue to pay City Costs associated with the processing such entitlements consistent with the terms and conditions of this Agreement. In the event that City approves the Project entitlements, City shall return any remaining Deposit Balance upon Project approval.

G. Should Developer fail to perform any of its obligations under this Section, then City may, at its option, pursue any one or more or all of the remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developer fails to perform any of its obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by City together with interest from the date incurred at the rate of 10% per annum.

10. **HAZARDOUS/TOXIC WASTE.** City has not, nor, to City's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Developer agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Developer agrees to defend and indemnify City, to the extent stated below, against any and all losses, liabilities, claims and/or costs arising from any breach of any Developer warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

11. **INSURANCE.** Developer must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. Developer will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with Developer's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Agreement will be endorsed to name City, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Developer will furnish to City a certificate of insurance, in the standard form required by City, duly authenticated, evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

12. **NOTICES.** All communications to either Party by the other Party shall be deemed made when received by such Party at its respective name and address, as follows:

City: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attention: Mr. Paul Talbot, City Manager

With a copy to: Jenkins & Hugin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, California 90266
Attention: Mark D. Hensley, Esq.

Developer: City Ventures, LLC
2850 Redhill Avenue, Suite 200
Santa Ana, California 92705
Attention: Mr. Ryan Aeh

With a copy to: Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660
Attention: Michael R.W. Houston, Esq.

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

13. **ASSIGNMENT.** This Agreement cannot be assigned by Developer without City's prior written approval in its sole, absolute and unfettered discretion, except that approval shall not be required for a successor-in-interest formed by Developer for the express purpose of fulfilling the obligations set forth in this Agreement.

14. **INTERPRETATION/VENUE.** This Agreement and its performance will be governed, interpreted, construed and regulated by the laws of the State of California. Exclusive venue for any action arising from this Agreement will be in Los Angeles County Superior Court.

15. **EXCLUSIVE REMEDY.** Declaratory and injunctive relief and specific performance shall be the sole remedies available to the Parties and each Party understands and agrees that it cannot seek damages of any nature or type against the other Party except (i) City can seek damages for any physical harm caused to the Property by Developer, as further described in Section 8.A; (ii) City may seek damages related to a dispute involving Developer's failure to perform its obligations under Section 9; and (3) Developer may seek damages related to a dispute involving City's failure to return the Deposit Balance to Developer pursuant to Section 9.

16. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the Parties as to the matters covered in this Agreement. There are no other understandings, terms or other agreements expressed or implied, oral or written.

17. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

18. **COVENANT AGAINST DISCRIMINATION.** Developer cannot discriminate against nor segregate, any person, or group of persons, on account of sex, race, color, age, marital status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

19. **CONSTRUCTION.** This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party preparing this Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the subject matter and contains the entire understanding between the Parties with respect thereto. This Agreement is the result of negotiations between the Parties who are each represented an attorney. This Agreement shall be interpreted as though it was jointly drafted by the Parties, and it shall not be construed against a Party based upon the Party that drafted any particular section, phrase or word of the Agreement.

20. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. City's City Manager may execute any such amendment on behalf of City.

21. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

22. **FORCE MAJEURE.** Performance by either Party (who is not otherwise in uncured default) shall not be deemed to be in default and the Term shall be extended where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, supernatural causes acts of the public enemy, terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions on priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other Party, or any other causes beyond the reasonable control or without fault of the Party claiming extension of time to perform. Notwithstanding the foregoing, inability to secure satisfactory financing or market and economic conditions shall not entitle Developer to an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within twenty (20) days of knowledge of the commencement of the cause.

23. **OPERATING MEMORANDA.** The provisions of this Agreement require a close degree of cooperation between City and Developer and refinement; further, the Ballot Approval Requirement and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of the performance of City and Developer. If and when, from time to time, during the Term, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Developer, which after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character as to require an amendment of this Agreement. The City Manager may execute any operating memoranda without City Council action.

[Signatures contained on next page]

IN WITNESS WHEREOF the Parties hereto have executed this contract the day and year first hereinabove written.

ATTEST:

David M. Barron
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____

"CITY"
CITY OF MONTEREY PARK
a municipal corporation

By: _____
Name: Paul Talbot, City Manager
Dated: _____

"DEVELOPER"
City Ventures, LLC, a Delaware Limited
Liability Company

By: _____
Name: _____
Its: _____
Dated: _____

Exhibit "A"
Conceptual Site Plan

Summary

Total Site: 5.2 ac
Total Units: 35 du
Density: 6.7 du/ac

Parking Summary

70 Covered Spaces
23 Parallel Spaces
58 Driveway Spaces
151 Total Spaces (4.3 spaces per house)

Exceptional View Potential

Typical Plan 2

• 2,141 sf
• 4 Beds, 2.5 Bath
• 2 Car Garage

Typical Plan 3

• 2,327 sf
• 4 Beds, 2.5 Bath
• 2 Car Garage

Typical Plan 1

• 1,871 sf
• 3 Beds, 2.5 Bath
• 2 Car Garage

Russell Ave

Residential Only Gate

Residential Street

• 32' Street Section
• Parking One Side

South Alhambra Ave

Gated Entry

Conceptual Site Plan



City Yard Redevelopment Opportunity

Monterey Park, CA
City Ventures



Exhibit "B"
Right of Entry Agreement

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2012, by and between the City of Monterey Park, a general law city and municipal corporation ("Licensor"), and City Ventures, LLC, a Delaware limited liability company (the "Licensee")

WITNESSETH:

WHEREAS, Licensor has ownership of the real property more particularly described on Exhibit 1, attached hereto (herein called the "Property");

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into an Exclusive Negotiating Agreement related to the Property (the "ENA");

WHEREAS, Licensee needs the right of entry upon and access to the Property for the purpose of undertaking surveys, tests, inspections, analyses and other due diligence activities (herein called the "Due Diligence Activities") required in connection with the proposed acquisition by Licensee of the Property and required by the ENA;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a non-exclusive license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement; and

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Access by Licensee. Subject to Licensee's compliance with the terms and provisions of this Agreement, Licensee and Licensee's employees, agents and consultants designated in writing by Licensee (herein collectively called "Licensee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities, until the earliest to occur of: (i) the expiration or earlier termination of the ENA; (ii) the termination of this Agreement; or (iii) the execution of the purchase and sale agreement or other disposition document contemplated by the ENA.

Licensee expressly agrees as follows: (i) any activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's Designees onto the

Property in connection with the Due Diligence Activities shall not damage the Property in any manner (except for minor damage normally resulting from typical site investigation activities such as soil borings); (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Licensee shall immediately return the Property to the condition existing prior to the Due Diligence Activities (unless otherwise agreed in writing by the City Manager of the Licensor), and (iii) Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Licensee or Licensee's Designees onto the Property, except to the extent they are caused by the negligence or willful misconduct of the Licensor, or its agents, contractors or employees.

2. Lien Waivers. Upon receipt of a written request from Licensor, Licensee will provide Licensor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Licensor and its counsel. To the extent permitted by applicable law, Licensee hereby indemnifies Licensor from and against any claims or demands for payment, or any liens or lien claims made against Licensor or the Property as a result of the Due Diligence Activities, except to the extent they are caused by the negligence or willful misconduct of the Licensor, or its agents, contractors or employees.

3. Insurance. Licensee shall, and shall cause all of Licensee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to Licensor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement. If Developer's contractors used for Due Diligence Activities are unable to meet these insurance requirements on their own, Developer may provide such coverage on their behalf.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights set forth herein.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be addressed and delivered as provided in the notices provision of the ENA.

7. Assignment. This Agreement shall only be assigned by Licensee in the manner described in the ENA.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed as of the day and year first written above.

LICENSEE:

CITY VENTURES LLC,
a Delaware Limited Liability Company

By: _____

Print Name: _____

Title: _____

LICENSOR

City of Monterey Park
A General Law City and Municipal
Corporation

Paul Talbot
City Manager

ATTEST:

David M. Barron
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____

EXHIBIT 1 to Exhibit "B"
Right of Entry and Access Agreement

Description of the Property

[Insert description here]

Staff Report City of Monterey Park

DATE: September 4, 2013

TO: PAUL L. TALBOT, CITY MANAGER

FROM: JAMES FUNK, LEAD PLANNER/ECONOMIC AND DEVELOPMENT
SERVICES SPECIAL PROJECT MANAGER, COMMUNITY
DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDER APPROVING REQUEST FROM MENTALLY AND
EDUCATIONALLY RETARDED CITIZENS, INC. (MERCİ) FOR
ADDITIONAL FINANCIAL ASSISTANCE ON CONSTRUCTION PROJECT

SUMMARY

A group of parents of children with developmental disabilities from the San Gabriel Valley and East Los Angeles formed MERCİ in 1955 as a school because at that time there were no educational options for their children. In 1962 MERCİ moved into the 525 N. Chandler Avenue site which had been built in 1919. Over the years MERCİ has moved into supporting adults with day programs and adults in residential homes.

MERCİ presently serves 111 adults with developmental disabilities from all over the San Gabriel Valley in five programs. It is estimated that there are 8,000 children and adults in this area alone who could benefit from the programs if there were more space.

In 2006, the City awarded MERCİ HOME Investment Partnerships funds totaling approximately \$829,096 for the benefit of providing affordable new residential home for its clientele. The City has been working with MERCİ, a non-profit organization to build a six bedroom home for severely disabled adults. The MERCİ group home project will provide supportive housing for up to 6 adults with severe to profound ranges of mental and physical disabilities within a 6-room group home.

Ground breaking for the new home was held in June, 2011. However, construction has stopped on the new classroom and administration buildings at MERCİ's 525 N. Chandler site in Monterey Park. MERCİ is now faced with a funding shortfall of \$500,000 to complete the project.

DISCUSSION

MERCİ is requesting additional financial assistance from the City to complete the Project. MERCİ believes that it is in both its and the City's best interests, in continuation of a partnership not only with this project but throughout the more than 50 years of MERCİ's existence, that all is done to eliminate this funding gap and see the construction through to completion at the earliest opportunity.

On April 14, 2012, the City Council approved the Community Development Block Grant Annual Action Plan by including the Downtown Commercial Rehabilitation Program with an allocation of \$92,500. The Commercial Rehabilitation Program provides financial assistance for façade improvements in the City's downtown project area. On April 3, 2013 staff went to Council to allocate \$42,150 to specific façade improvement projects along E. Garvey Avenue. The Council was unable to agree on this Program, therefore, no CDBG funds were awarded to this property.

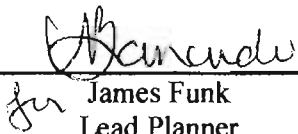
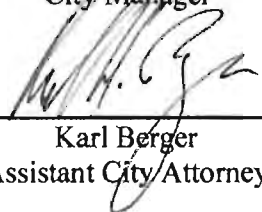
On August 21, 2013 Councilman Chan directed staff to return on the September 4th Council meeting with a request to allocate this \$42,150 to MERCI. This request was supported by Mayor Real Sebastian.

FISCAL IMPACT

There is no impact to the general fund. Prior year's CDBG funds will be used for the Project. These CDBG funds are from prior year's surplus which will be in a deficit position within 2-3 years, and we will be making up the shortfall of our Section 108 loan with General Fund dollars.

RECOMMENDATION

Discuss this matter and take such additional, related, action that may be desirable.

By: _____	Approved: _____
 for James Funk Lead Planner	 Paul L. Talbot City Manager
_____	Approved: _____
	 Karl Berger Assistant City Attorney

Attachment: MERCI's Letter



MERC

Mentally & Educationally
Retarded Citizens, Inc.

www.merci.org

MAIN OFFICE

PO Box 676
525 N Chandler Ave
Monterey Park, CA 91754
(P) 626.289.8817
(F) 626.289.8843

ERNIE'S PLACE

Residential Home
630 N Nicholson Ave
Monterey Park, CA 91754
(P) 626.280.7205
(F) 626.572.8853

BOARD OF DIRECTORS

Pastor R. Sheldon Hess
President

Bob Bruesch
Vice President

Linda Wilson
Secretary

Michael Chu
Treasurer

Keith M. Breskin
Director

Christina M. Cisneros
Director

Elizabeth Diaz
Director

MISSION STATEMENT

It is the mission of MERC to provide people with severe to profound developmental disabilities the right to an education in life skills, the opportunity to maximize their independence and to advocate for their choices.

MERC carries out this mission by investing in highly trained staff to help the people we serve achieve growth in their day-to-day lives.

MERC recognizes that some people may need support as members of society. MERC is a partner with the consumer and their families and/or care providers to help provide support, achieve growth and to advocate for their choices.

MERC is a 501(c)3 non profit organization. All donations are tax deductible.

Fed. Tax ID: 95-2219917

June 12, 2013

Hon. Teresa Real Sebastian
Mayor, City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

RE: Urgent Request for Financial Assistance
Capital Project Funding Gap of \$500,000

Dear Mayor Sebastian:

Background

In 2006, City of Monterey Park staff approached MERC to inquire as to whether MERC could make use of Redevelopment and HOME funds totaling \$829,096 for the benefit of providing a new residential home for its clientele. After a thorough review and much soul searching by the Board of Directors, MERC agreed to utilize the opportunity presented to expand its services to the developmentally disabled, a much overlooked population in need of assistance in the San Gabriel Valley.

This partnership with the City was just the latest step in a mutually beneficial relationship. The City has approved the use of CDBG funds for various programmatic uses over the last 22 years. In addition, past City staff has served on the Board of Directors and the City has benefited by the widely acknowledged contribution that MERC has made to the lives of its clients and their families. MERC, whose services are located within residential areas of Monterey Park, has always strived to be a good neighbor and source of pride for the community.

Construction Project

The project that the Board of Directors has pursued, with the consent and cooperation of the City, consists of the following:

- A new two story residential home with a barrier-free design that will serve six developmentally disabled individuals and consists of a total of 4,434 square feet on MERC-owned property on Chandler Avenue in Monterey Park;
- A new multipurpose room of 5,000 square feet for gatherings to expand the instructional classroom space, increasing the number of clients from 64 to 160, who will be served by direct instruction; and
- A new two-story administrative building of 3,664 square feet that includes an instructional kitchen for client cooking, new meeting rooms to conduct training and planning with the client and/or their family, offices for the operations of the organization and an outside courtyard barbeque.

"open the door to understanding"

The total estimated construction budget for the entire project, inclusive of all direct and indirect costs, was \$4,607,500. Over 96% of the financing was in place at the time that the contractor was retained - with the remainder anticipated to be secured by the time of the groundbreaking - which occurred with great excitement and fanfare in June 2011. Unfortunately, due to a number of factors, not the least of which have been construction delays and related increases in unanticipated costs, the amount of funding that had yet to be secured increased significantly. Because of this, MERCI finds itself in need of identifying additional financial resources.

Additional Funding Needed

MERCI is now faced with a funding shortfall of \$500,000 to complete the project. The factors that have resulted in this need for additional funding have been beyond the control of MERCI. The immediate impact of this funding gap has been critical to the needs of MERCI's clients, their families and the immediate neighborhood.

Without receiving a commitment to close this \$500,000 funding gap, the final source of financing to complete the project - which has been approved by the lender - will not be released to MERCI to complete construction of the project. As a result, construction has ceased on the project due to the understandable fact that the contractor could not be assured that either he or his subcontractors would be paid. The result of this is that a large partially constructed structure fronting on Chandler Avenue sits in limbo pending resolution of this financial issue.

MERCI has initiated a fundraising effort to eliminate this gap. Obviously, the sooner the funds can be raised the faster the project can be completed and the sooner MERCI's clients and their families can benefit from the expanded facilities and services. It has never previously been MERCI's goal to undertake a significant fundraising campaign as is needed now. Yet, MERCI has been reaching out to financial institutions, grant-making entities, foundations, individuals and virtually any other resource that can be identified. Thus far, \$57,000 has been raised and/or pledged.

These fundraising efforts will continue until funds are raised to meet this identified \$500,000 shortfall and any other additional project costs that may arise over time until the project is completed. I'm proud to convey that each member of the Board of Directors has personally contributed to this effort. But the project is at a critical juncture, and the need for eliminating this funding gap at the earliest opportunity cannot be overemphasized.

A Role for the City?

MERCI believes that it is in both its and the City's best interests, in continuation of a partnership not only with this project but throughout the more than 50 years of MERCI's existence, that all is done to eliminate this funding gap and see the construction through to completion at the earliest opportunity. I, the Board of Directors, the staff at MERCI, its clients and their families all hope that you share in this goal. With that in mind, MERCI requests that the City provide any financial assistance at its disposal to reach the immediate goal of raising \$500,000.

MERCI fully understands that municipal finances throughout California are very tight. MERCI has absolutely no interest in having access to funds that are used for public safety or any other operational functions of the City. In short, MERCI does not expect any General Fund monies from the City. MERCI also is aware that the City has HOME funds, along with currently on hand and future CDBG funds that may be eligible for use on this project.

In addition to these designated funding sources, the City could be of assistance in securing other federal or state dollars that are targeted for affordable housing, the disabled and/or non-profit entities providing a unique social benefit. Further, the City may have knowledge of potential funding sources beyond those identified by MERCI. MERCI would welcome any and all assistance, direct and indirect, to closing the funding gap.

Next Steps

MERCI requests that an item be scheduled on the next available City Council agenda to consider this funding request. Members of the Board of Directors and I would be available at the City's convenience to meet with elected officials and/or City staff to further evaluate this request prior to consideration by the entire City Council. Please feel free to contact me at any time to discuss this request further should you or the staff have any questions or need additional information.

MERCI, its clients, their families and the entire community served by MERCI have been very excited about this development project since it has become a possibility. We are all so close to reaching its successful conclusion. The City can be a vital part of bridging the last steps needed to finalize construction. We all want to celebrate the grand opening together with the City and certainly hope that the City can help in shortening the timeline to that celebration. Thank you for your consideration of this important request.

Sincerely,



Marta Escañuelas, MBA
Executive Director

cc: Members of the City Council
Paul Talbot, City Manager
MERCI Board of Directors

Staff Report City of Monterey Park

DATE: September 4, 2013

TO: THE HONORABLE MAYOR AND CITY COUNCIL
FROM: MARK D. HENSLEY, CITY ATTORNEY
SUBJECT: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENTS TO CITY COUNCIL POLICIES WITH REGARD TO ELECTRONIC COMMUNICATIONS, COUNCIL PRESENTATIONS AND PUBLIC COMMUNICATIONS AS WELL AS POSSIBLE DISCUSSION REGARDING OTHER EXISTING POLICIES AS WELL AS POTENTIAL DIRECTION TO MAKE FURTHER REVISIONS TO CITY COUNCIL POLICIES

DISCUSSION

At the July 3, 2013 City Council Meeting the Mayor agendized for discussion the potential of adopting an electronics communication policy with regard to the City Council's use of electronic devices at Council Meetings. The Mayor's primary focus was on adherence to current laws and decorum with regard to the use of electronic communications.

Attached is a redline copy of the proposed changes as it relates to electronic communications. These changes prohibit the use of electronic communications during Council Meetings except for (1) communications regarding important and/or emergency communications of a personal nature, and (2) communications related to research regarding agenda items so long as the communications are disclosed during the discussion of the agenda item.

The proposed policy also incorporates relevant Brown Act restrictions and requirements. In this connection it prohibits electronic communications amongst a majority of the Council regarding City business. Additionally, it requires that all electronic communications received by a majority of the Council that relate to City business be forwarded to the City Clerk's Office so that such can be made available to the public in a timely fashion to the extent the communications relate to an agenda item. Finally, the policy addresses a due process issue and requires that to the extent that a Council Member receives an electronic communication regarding a quasi-judicial matter that communication be forwarded to the City Clerk's Office for inclusion into the record of the agenda item.

In reviewing the current Council Policies it was noted that there are two current practices that had been changed since the Policies were last revised in 2004. First, presentations are now given out on Tuesday's nights proceeding Council Meetings rather than prior to Council Meetings. Second, Public Communications have been moved up on the agenda prior to the Consent Agenda. Accordingly, the attachment also incorporates these changes.

At the July 3, 2013, Council Meeting, Council Member Liang asked that the proposed electronic communications policy be provided in the context of reviewing all of the existing Council Policies for purposes of allowing Council to review and consider all existing Council Policies.

FISCAL IMPACT

None.

RECOMMENDATION:

Take action to approve the proposed changes to the Council Policies and direct staff to prepare other changes to Council Policies to the extent Council wants to consider other potential changes.

By: for [Signature] Mark D Hensley Approved: for [Signature] Paul L. Talbot
City Attorney City Manager

Attachment: Draft Revised Council Policies

**CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES**



APPROVED BY RESOLUTION NO. 9421, MAY 30, 1990

1ST REVISION-JULY 17, 2002

2ND REVISION – JUNE 2, 2004

3rd Revision – September 4, 2013

**CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES**

Monterey Park, CA 91754

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**CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES**

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CITY OF MONTEREY PARK
CITY COUNCIL POLICIES AND PROCEDURES

I. INTRODUCTION

The purpose of the following policies and procedures is to establish standards of proceedings and conduct to assist the City Council in the task of properly carrying out their roles and responsibilities as elected officials.

As representatives of the City of Monterey Park, there are various roles in which the elected officials fulfill – as individuals, and as the body, governing the City.

A. The Individual Elected Official

A Council Member, City Clerk, or City Treasurer is a person elected or appointed to serve on Monterey Park's City Council, or position thereof. These individuals bring unique skills, values, and beliefs to the City of Monterey Park and to the community for which he/she represents. In order to govern effectively, individual elected officials must work with each other and the City Manager to ensure high quality services are brought to each resident, business member and citizen; and the safety, health, and welfare of the community is maintained or improved.

To be effective, an individual elected official:

- ❖ Keeps the health, welfare, and safety a primary focus for all community members;
- ❖ Recognizes and respects differences of perspectives and style on the City Council and among staff, residents, business members, and citizens;
- ❖ Acts with dignity, and understands the implications of demeanor and behavior;
- ❖ Keeps confidential matters, confidential;
- ❖ Participates in professional development and commits the time and energy necessary to be an informed and effective leader;
- ❖ Understands the distinctions between City Council and staff roles, and refrains from performing management functions that are the responsibility of the City Manager and staff;
- ❖ Understands that authority rests with the City Council as a whole, and not with individuals.

B. The City Council as the Governing Body

Municipalities are generally governed by the City Council, not by individual elected officials. While understanding these separate roles, the City Council and the City Manager work together as a "governance team." This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. Members of the City Council shall also act as the Board for the Community Redevelopment Agency.

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To govern effectively, the City Council must have a unity of purpose and:

- ❖ Keep the City of Monterey Park focused on providing services and programs for the safety, welfare, and health of its constituency;
- ❖ Communicate a common vision;
- ❖ Operate openly, with trust and integrity;
- ❖ Govern in a dignified and professional manner, treating everyone with civility and respect;
- ❖ Govern with City Council-adopted policies and procedures;
- ❖ Take collective responsibility for the diverse range of views in the community to inform Council deliberations.

C. Mayor or Presiding Officer

As with any Board, there must be an individual to oversee and manage the operations and functions of the City Council as a whole. This individual is the Mayor.

In the absence of the Mayor, the Mayor Pro Tempore/Vice Mayor shall act as the Presiding Officer. In the event both the Mayor and Mayor Pro Tempore/Vice Mayor are absent, then the most senior Council Member present shall act as the temporary Presiding Officer. However, upon the arrival of the Mayor or the Mayor Pro Tempore/Vice Mayor, the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

In addition, the Mayor or Presiding Officer shall have the responsibility of:

- ❖ Acting as the ceremonial head and spokesperson of all official, city-sponsored functions, events, and activities;
- ❖ Shall effectively oversee and run the City Council meetings and shall preserve the order of these meetings;
- ❖ The Mayor may call special meetings of the City Council;
- ❖ The Mayor shall also act as the Chairperson of the Community Redevelopment Agency;
- ❖ The Mayor/Chairperson may execute contracts and agreements on behalf of the City and/or Community Redevelopment Agency upon approval by the City Council/Agency;
- ❖ The Mayor/Chairperson shall attest to the approval of all City and Community Redevelopment Agency minutes approved by the City Council and Agency Board;
- ❖ The Mayor shall be responsible for ensuring that the policies and procedures as contained herein are followed.

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II. MEETINGS OF THE CITY COUNCIL

A. Rules of Procedure

The proceedings of the Council are governed generally by the Robert's Rules of Order on all matters pertaining to parliamentary law; however, no action of the Council shall be invalidated, or the legality of otherwise affected, by the failure or omission to observe or follow Robert's Rules of Order.

B. Rulings of the Mayor or Presiding Officer are Final Unless Overruled

In presiding over Council meetings, the Mayor or Presiding Officer shall decide all questions or interpretations of rules of procedure. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the members present and voting.

C. Limitation of Debate

Although an open dialogue between Council Members and ample time and consideration is required for each business matter, it should be the desire of all Council Members to avoid redundancy when speaking and to effectuate a timely and effective conduct of business. Therefore, no Council Member shall speak more than once upon any one subject until every other member choosing to speak thereon has spoken. It is suggested that individual Council Members limit their speaking time to five minutes each time they have the floor.

D. Decorum and Order – Council Members

1. Any Council Member desiring to speak shall address the Chair and upon recognition by the Chair, shall confine himself/herself to the question under debate.
2. A Council Member desiring to question a staff member shall address his/her question to the City Manager, in appropriate cases, who shall be entitled to answer the inquiry himself/herself or designate some member of the staff or that purpose.
3. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the Mayor or Presiding Officer; unless a Point of Order is raised by another Council Member; or, unless the speaker chooses to yield for a question from another Council Member.

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4. Any Council Member challenged while he/she is speaking, shall cease speaking immediately until the question of order is determined by the Mayor or Presiding Officer. If ruled to be in order, he/she shall be permitted to proceed. If ruled to be out of order, he/she shall remain silent or shall alter his/her remarks so as to comply with the rules of procedure.
5. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the Council; and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
6. Any Council Member may move to require the Mayor or Presiding Officer to enforce the rules; and the affirmative vote of a majority of the Council shall require him/her to act.
7. **Electronic Communications:**
 - a. The City Council permits and promotes the utilization of technology to ensure efficient and effective conduct of the people's business, in accordance with applicable open meetings and records laws, due process rights of interested parties, and other applicable law and city policy, and in the interest of reducing waste, supply costs and environmental impacts.
 - b. The use of portable electronic communications and data devices, including, but not limited to, laptop computers, cell phones, tablet computers, pagers, and similar devices, by the City Council shall be limited as prescribed in this policy and applicable law.
 - c. Use of portable electronic communications and data devices by the City Council shall comply with the requirements of all applicable laws and City policies, including the requirements of the California Public Records Act (Gov't. Code § 6250- 6276.48), the Ralph M. Brown Act (Gov't. Code §§ 54950- 54963), due process rights of interested parties in City legislative body proceedings, and the City policies and procedures.
 - d. Members of the City Council may not use portable electronic communications and data devices at public meetings of the body in any manner or for any purpose prohibited by law or City policy. In particular, but without limitation, electronic communications and data

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devices may not be used at public meetings by City legislative body members in any of the following ways:

1. sharing communications among a majority of the legislative body privately and separate from the public discussion at the meeting.
2. in violation of due process rights of interested parties at adjudicatory hearings, such as by consideration of information not a part of the hearing record, or by use of an electronic communications and data device so as to result in inattention to the record and/ or proceedings before the body.

e. In addition to the above restrictions, members of the City Council may not during a meeting of the body, review electronic communications from, or send electronic communications to, any person, (including, but not limited to, members of the public, city staff, other legislative body members, and parties to city proceedings) except: Council Members may use electronic communications and data devices at public meetings of the body to receive and send communications regarding emergencies and important personal communications, such as family emergencies and important personal matters; and, Council Members may research certain information relevant to the proceedings (for example, looking at Google Earth to view a property that is the subject of an agenda item or looking up the definition of a word or phrase being discussed that is relevant to an agenda items part of the business) so long as the Council Member discloses the information researched to the Council while the agenda item is being discussed.

f. If a Council Member receives an electronic communication at any time that relates to City business, and the Council Member has reason to believe that a majority the Council has received the same electronic communication, the Council Member shall immediately forward a copy of the electronic communication to the City Clerk's Office so that it is available for timely review by the public as it relates to an agenda item.

g. If a Council Member receives an electronic communication at any time that relates to a quasi-judicial decision to be made by the City Council, the Council Member shall immediately forward a copy of the electronic communication to the City Clerk's Office so that it is available for timely review by the public as it relates to an agenda item.

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E. Decorum and Order – Employees

Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Council. The City Manager shall act to ensure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the Council or member of the public shall first be recognized by the Mayor or Presiding Officer and not by any one individual Council Member or member of the public.

F. Decorum and Order – Public

Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted while addressing the Council or during a Council meeting. Any person making impertinent and slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant-at-Arms is so directed by the Mayor or Presiding Officer.

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G. Meeting Curfew

As established by Resolution No. 9283, all regular, adjourned regular, and special meetings of the Council begin at 7:00 p.m., and absent consensus of the Council otherwise, are subject to an 11:00 p.m. curfew. The Mayor or Presiding Officer shall indicate to the City Council whether it is his/her intention to continue the meeting beyond the curfew.

H. Presenting Matters to Council

Every official, board, commission, or other body, connected with city government, and every citizen, individual, corporation, committee or civic group, having any reports, communications or other matters to be presented at a council meeting, shall notify the City Manager of that fact in writing before five p.m. of the fourth day (Sunday included) preceding the day of such meeting, whereupon the City Manager shall prepare a list setting forth such matters and the nature thereof under their appropriate headings, and setting forth all other matters to come before such meeting under their appropriate headings, all under the headings and in the order specified in the section pertaining to "Order of Business;" and the City Manager shall, on the third day preceding such meeting, cause one copy thereof to be delivered to each Council Member. Matters deemed by the City Council to be of emergency are excepted from the foregoing provision.

I. Order of Business

1. Only at the regular meetings scheduled to be held on Wednesdays, the business of the meeting shall be taken up in the following order:

- a) Flag Salute;
- b) Roll Call;
- c) Oral and Written Communications
- ~~e)-d)~~ Consent Calendar;
- ~~e) Oral and Written Communications~~
- e) Public Hearings;
- f) Unfinished Business;
- g) New Business

The foregoing Order of Business can be changed for the period of such meeting upon motion duly made and carried.

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2. The consent calendar shall consist of minutes; final tract maps; time extensions of approved tentative tract maps; claims against the City; warrants; plans and specifications and calls for bids for projects and items previously approved by the Council in its adoption of the City budget; awards of project contracts; final acceptance of public works; agreements, documents, resolutions, and authorizations previously ordered by the Council to be prepared, and other routine items.
3. The consent calendar shall be introduced by a motion “to approve the consent calendar” and shall be considered as a single item without debate or discussion; provided, however, a member of the Council may request clarification of any item; and, further provided, that at the request of a member of the Council, any item shall be removed from the consent calendar and considered separately in the order in which the requests were made immediately following Council action on the remainder of the consent calendar. Passage of the motion to approve the consent calendar shall be equivalent to approval of each item thereon as if each had been acted on individually.

J. Unfinished Business

Any matter, the consideration of which has not been completed at any meeting of the Council, and which has not been continued to a specific date, shall be listed for consideration at the next regular meeting of the Council under the heading of “Unfinished Business.”

K. Addressing the Council

Any citizen may arise and address the Council on any City business, especially concerning him/her, or affecting his/her interests. In all cases, citizens addressing the Council will be asked to first complete a speaker card provided by the City Clerk and return their speaker cards to the City Clerk prior to the Council taking up the item to be addressed.

Any member of the public desiring to address the Council shall proceed to the podium and wait to be recognized by the Mayor or Presiding Officer. After being recognized he/she shall speak directly into the microphone and state his/her name and address for the record.

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The City Clerk shall call members of the public wishing to address the Council in the same order that the speaker cards are received, except that the Clerk, at the Mayor or Presiding Officer's direction, may group and present the speaker cards by first calling all persons in favor of an issue and then all persons opposed, and finally, those with neutral comments.

Comments from the public, which do not concern the subject of an agenda item, shall be heard during Oral and Written Communications. Otherwise, the public may speak when the Mayor allows for, or the conduct of a Public Hearing requires public comment during the Council's consideration of an agenda item.

L. Time Limitation When Addressing the Council

When addressing the Council, whether through Oral and Written Communications or while offering testimony upon any other item of Council consideration, no member of the public shall speak for more than five (5) minutes each time he/she has the floor without the approval of the Mayor or Presiding Officer or a majority vote of the Council. The City Council shall not allow members of the public to consolidate other requests to speak in an effort to gain additional speaking time. However, should the speaker represent a group or organization, a speaker's unused time, no more than two (2) minutes, may be deferred to another speaker on the same item. The total speaker time shall not exceed ten (10) minutes. The speaker wishing to defer unused time must be present when the item is heard.

M. Addressing the Council After A Motion is Made

After a motion has been made, or after a Public Hearing has been closed, no person shall address the Council. Only members of the City Council, upon recognition by the Mayor or Presiding Officer, may speak.

N. Limitations Regarding Public Comments and Reports

Generally, the Council should refrain from engaging a member of the public in open conversation before, during, or immediately after that person's oral communication to the Council. Matters brought to the City Council requiring subsequent research and/or action are, with Council consensus, forwarded to the City Manager's attention for follow-up.

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If it appears that several speakers desire to speak regarding a single topic, the Mayor or Presiding Officer may reasonably limit the number of speakers to no more than ten (10) speakers as to each side of an issue and request that they not be redundant. In this regard, preference may be given to speakers who represent groups of persons who have designated a spokesperson.

At all times, personal attacks or otherwise malicious statements are strongly discouraged.

All charges or complaints against employees shall be referred without comment to the City Manager for appropriate action, and may also be submitted to members of the Council for information by written communication only.

O. Ordinances

Ordinances may be introduced under the head of New Business by reading the title only. Ordinances ready for final passage shall be taken up under Unfinished Business and be read in full unless the reading thereof is dispensed with by unanimous vote of the City Council.

P. Discussion Procedure

While discussing any question under consideration by the Council, it shall be the duty of the members thereof to remain seated and address their remarks to the Presiding Officer and their fellow members. Any remarks or orders to the audience shall be addressed by the Presiding Officer, or with his/her permission by members of the Council.

Q. Sergeant-At-Arms

The Chief of Police, or designee, shall be deemed ex-officio sergeant-at-arms of the Council for the maintenance of order and decorum. Any person in the audience who, while in attendance at any Council meeting, uses profane language, or language tending to bring the Council or any of its members into contempt, or any person who persistently interrupts the proceedings of the Council, or refuses to be seated or keep quiet when ordered to do so by the Presiding Officer, shall be deemed guilty of a misdemeanor. The policeman officer present shall place such person under arrest immediately and prosecute him/her as authorized by law.

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R. Attendance at Meetings

In the event that a quorum is not present at any meeting of the Council, and there is important business that should be transacted or disposed of without delay, any two members of the Council may cause a written notice to be served personally upon the absent members by the sergeant-at-arms or any police officer requesting their immediate attendance, whereupon it shall be the duty of such absent members to attend the meeting at once unless prevented by sickness or death in their immediate family.

III. CITY COUNCIL MEETING AGENDA

A. Agenda Preparation Deadlines

Staff preparation of the Council agenda shall proceed along the following timetable:

1. Final preparations of the meeting agenda for Council meetings begin on the Friday, 12 days before the regularly scheduled Wednesday meeting of the Council.
2. Following the City Manager's Wednesday meeting, seven (7) days before the Council meeting with Executive Managers, the City Manager gives approval to the agenda and supporting staff reports.
3. On the Friday five (5) days before the Council meeting, final agenda packets are distributed to the Council, City Clerk, City Attorney, and members of the press. Members of the public can obtain copies of the Agenda as well as item staff reports from the City Clerk's Office during regular business hours.

B. Council Requests for Agenda Items

Whenever practicable, the Council requests for inclusion or addition of agenda items for consideration at a Council meeting should be communicated to the City Manager at least seven (7) days before the Council meeting.

In the absence of limited exemptions as defined by the Brown Act, agenda items cannot be added to a publicly promulgated Council meeting agenda any later than 72 hours before the Council meeting.

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C. Other Elected Officials

The City Clerk or City Treasurer may request an item to be agendaized for a Council meeting via the Mayor, a minimum of seven (7) days prior to the regularly scheduled City Council meeting.

IV. CERTIFICATES AND PROCLAMATIONS

A. Presentation of Certificates and Proclamations

Presentation of Certificates of Achievement, Appreciation, Recognition, and so forth, shall be publicly presented on Tuesday's evenings subsequent to City Council Meetings ~~between prior to the commencement of regularly scheduled City Council meetings.~~ Presentations starting at 6:00 p.m.

B. Time Allotment for Certificate Presentations

In an effort to provide an equitable time allotment for each Council Member to present his/her certificates, each Council Member shall be accorded nine (9) minutes to conduct his/her presentation(s).

In the event a Council Member does not wish to use his/her time to conduct a presentation(s), his/her time allotment shall then be equally distributed to the remaining Council Members, with a maximum time allotment of 15 minutes per Council Member.

C. Presentations Concerning City-Sponsored Events

The Mayor or Presiding Officer shall conduct all presentations concerning events, groups, individuals, and organizations that are sponsored all, or in part, by the City of Monterey Park and/or affiliated with the City of Monterey Park. These presentations shall begin at 6:00 p.m. and conclude by 6:45 p.m.

D. Proclamation Presentations

The Mayor or Presiding Officer shall conduct presentations concerning the announcements of an official position of the City Council at the regularly scheduled City Council meetings commencing at 7:00 p.m.

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E. Requests for Certificate Presentations

Requests to agendize Certificate presentations must be communicated to the City Manager at least seven (7) days prior to a regularly scheduled City Council meeting. For matters requiring a proclamation, please see above, Item D.

F. Certificate and Proclamation Signatures

Certificates and proclamations scheduled for City Council meeting presentations (6:00 p.m. or 7:00 p.m. presentations) shall contain the signatures of all Council Members.

For specific events and galas in which a Council Member(s) has been invited to attend:

1. One Council Member has been invited – the certificate shall require only the attendee's signature.
2. If more than one Council Member is invited and/or attending a specific event, the certificate shall require the signature of all Council Members.

G. Specific Events – Requests for Certificates

To ensure timely and appropriate completion of certificates and to avoid duplication of certificate preparation, all requests for certificates should be provided to the City Manager's Secretary.

V. **WRITTEN COMMUNICATIONS**

A. General Policy

To ensure equal access to information for all Council Members, it is the Council's policy to distribute items of written information requested by, or distributed to, any one Council Member to all Council Members, including staff reports, memoranda, letters, and individual Council correspondence on City letterhead, when they apply to an official position or statement on behalf of the City, except for congratulatory letters, appreciation letters, etc.

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B. Status Reports

Each Friday, the City Manager distributes to the City Council, the City Manager's Weekly Status Report. This Status Report is generally a collection of documents, reports, and otherwise important communications that serves to update and inform the Council on key projects, specific requests for information or follow up, or other valuable information.

C. Mail

Each day, the City Manager receives and opens all mail addressed to the Council as a whole and distributes it to them accordingly. Communications specifically addressed to individual Council Members are transmitted to them unopened.

D. Use of City Letterhead

Use of City of Monterey Park letterhead is authorized only for the carrying out of a Council Member's activities related to the conduct of his/her duties of elected office (See Appendix "Use of City Stationary").

E. Correspondence requiring Mayoral Signature

Correspondence expressing an official position and/or opinion of the City of Monterey Park such as legislative correspondence, etc. shall require the signature of the Mayor, with the exception of City Participation in Amicus Curiae Briefs. As outlined in the City of Monterey Park's Administrative Policies and Procedures Manual, Policy Number 10-09, attached, the City Council provided authorization to the City Manager and City Attorney to review requests for and determine whether or not the City should participate in amicus curiae briefs and execute and join in such when appropriate.

VI. STAFF RELATIONS

A. Non-Interference with Administrative Services

Neither the Council nor any of its members shall interfere with the execution by the City Manager of his powers and duties, or assign, directly or indirectly, any of the City's Manager's subordinate employees specific work assignments (See Appendix, "Municipal Code Chapter 2.08 – City Manager").

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B. Requests for Information from Staff

Except for routine informational matters, staff assistance to the City Council (e.g. requests for reports, special projects, policy research, etc.) is initiated through the City Manager's Office (See Appendix, "Municipal Code Chapter 2.08 – City Manager").

C. Requests for Staff Assistance

1. Requests for clerical assistance from staff of the City Manager's Office shall be provided to the City Manager or the Secretary to the City Manager.
2. Requests for assistance on tasks, projects, or research requiring eight (8) hours of staff time or more, must be requested upon the concurrence of two Council Members via the City Manager or Secretary to the City Manager.
3. Requests for assistance from staff of other departments shall be provided to the City Manager.

VII. CITY-SPONSORED ACTIVITIES AND SPECIAL EVENTS

In keeping with the philosophy of working together as a "governance team," the City Council shall work together in unison, rather than individually, with regard to the development, planning, coordination, and representation of City-sponsored activities, events, and special annual events.

While it is recognized that members working on such projects can bring much energy and resources to these events, the overall benefit highlights individuality rather than the Council working together. It shall therefore be the policy of the City Council and the City of Monterey Park that no single Council Member be associated with the planning, development, coordination or representation of a particular event, activity or special annual event. However, Council Members are free to provide ancillary or volunteer services in the event activities when provided through other charitable events or organizations such as the service club, sister city association, etc. In addition, this policy shall not apply to Council approved sub-committees established to develop recommendations or policies.

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VIII. CITY COUNCIL COMMITTEE/ORGANIZATION ASSIGNMENTS

- A. In July of each year, a review of all City Council Committee/Organization assignments shall be conducted. This review will allow for the reporting of committee and organizational activities, updates, and reports and the effectiveness of Council participation in the specific committee or organization.
- B. Council Member appointments to specific committees and organizations shall be made upon the recommendation of the Mayor, with a majority vote of approval by the City Council.

IX. FAILURE OF RESPONSIBILITY

- A. Failure to follow the prescribed policies and procedures, Robert's Rules of Order, and other related rules and regulations governing the roles and responsibilities of elected officials might subject the violator(s) to:
 - 1. Censure;
 - 2. Removal from City Council committee assignments;
 - 3. Suspension of City-sponsored attendance at conferences, meetings, workshops, seminars, and similar gatherings;
 - 4. Discontinuance of use of City equipment, including but not limited to, automobiles, computers and software, and copying machines;
 - 5. Any other sanctions or removal of privileges deemed appropriate by the City Council.
- B. No action of the Council or Board shall be invalidated, or the legality otherwise affected, by the failure or omission to observe or follow these policies or procedures.