

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
February 19, 2014
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 Police Explorers

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

[1.] PRESENTATIONS: 1-A. Strategic Plan Update.

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

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) CONSENT CALENDAR ITEMS 2A-2E

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF FEBRUARY 19, 2014

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

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 **February 19, 2014 totaling \$181,728.11** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY INVESTMENT REPORT AS OF JANUARY 2014

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

It is recommended that the City Council

- (1) Receive and file the investment report as of January 2014; and
- (2) take such additional, related, action that may be desirable.

2-C. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meeting January 15, 2014 of the Successor Agency to the former Monterey Park Redevelopment Agency.

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

- (1) approve the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meeting January 15, 2014; and
- (2) take such additional, related, action that may be desirable.

2-D. RESOLUTION ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY - DECEMBER 2014

AB X1 26 requires the Monterey Park Successor Agency to formulate Recognized Obligation Payment Schedules under which the agency makes payments for eligible obligations of the former Redevelopment Agency.

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

- (1) Adopt Resolution No. _____ adopting the Recognized Obligation Payment Schedule (ROPS 14-15A) for the period between July -- December 2014;
- (2) Approve the Successor Agency Administrative Budget for July -- December 2014;
- (3) Direct staff to post and transmit the ROPS and Administrative Budget to the appropriate public agencies; and
- (4) take such additional, related, action that may be desirable.

2-E. REPAYMENT SCHEDULE FOR AMOUNTS DUE UNDER THE TEMPORARY LOAN FOR PAYMENT OF THE SUPPLEMENTAL EDUCATION REVENUE AUGMENTATION FUND (SERAF) AND THE DEFERRED LOW/MOD INCOME HOUSING FUND LOAN

The Department of Finance requires the Successor Agency and the Oversight Board approve a Repayment Schedule for the amounts due to repay the SERAF and the Low/Mod Income Housing Asset Fund and submit the final approved Repayment Schedule to the Redevelopment Agency Administration at the Department of Finance for final review and approval.

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

- (1) Adopt Resolution No. _____ (SERAF-Schedule No. 1);
- (2) Adopt Resolution No. _____ (Low/Mod Income Housing Fund Loan Schedule No. 2);
- (3) Direct staff to transmit the Repayment Schedule for the SERAF Loan and the Repayment Schedule for the Low/Mod Income Housing Fund Loan to the Oversight Board for its review and approval; and
- (4) take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK

CONSENT CALENDAR ITEMS 3A-3M

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF FEBRUARY 19, 2014

It is required that the City Council approve all disbursements.

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 **February 19, 2014 Totaling \$915,084.95** 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-B. INVESTMENT REPORT AS OF JANUARY 2014

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

It is recommended that the City Council

- (1) Receive and file the investment report as of January 2014; and
- (2) take such additional, related, action that may be desirable.

3-C. MINUTES

Approval of Minutes from the regular meeting of January 15, 2014 and the special meetings of January 15, 2014, January 22, 2014, and January 28, 2014.

It is recommended that the City Council

- (1) approve the minutes from the regular meeting of January 15, 2014 and the special meetings of January 15, 2014, January 22, 2014, and January 28, 2014; and
- (2) take such additional, related, action that may be desirable.

3-D. 2nd READING AND ADOPTION -- AN ORDINANCE APPROVING BY REFERENCE AND AMENDING THE 2013 CALIFORNIA CODES

On January 15, 2014, the City Council held a Public Hearing and introduced an ordinance amending the California Building Standards Code ("CBSC") according to Health & Safety Code § 17958. The 2013 CBSC became effective statewide on January 1, 2014.

It is recommended that the City Council

- (1) Waive 2nd reading and adopt Ordinance No. _____; and
- (2) take such additional, related, action that may be desirable.

3-E. A FIRST AMENDMENT TO AN EXCLUSIVE NEGOTIATION AGREEMENT (AGREEMENT NO. 1797 - a) BY AND BETWEEN THE CITY OF MONTEREY PARK AND CITY VENTURES HOMEBUILDING, LLC

Staff is requesting to amend the Exclusive Negotiation Agreement to allow adequate time for the City to complete the Declaration of Surplus Property process.

It is recommended that the City Council

- (1) Authorize the City Manager to execute an amendment to Agreement No. 1797-A with City Ventures Homebuilding, LLC, in a form approved by the City Attorney; and
- (2) take such additional, related, action that may be desirable.

3-F. EXECUTE A LICENSE AGREEMENT WITH JACK F. MACY INTERMEDIATE SCHOOL 4H CLUB FOR MISCELLANEOUS PARK MAINTENANCE AT GEORGE ELDER PARK

The 4H Club of Jack F. Macy Intermediate School, in conjunction with the Associated Student Body Council, has approached the City to adopt George Elder Park as a community project. The group will monitor the park for trash and graffiti and landscaping, painting, clearing of trash and debris, or any miscellaneous work to improve the appearance of the park may be involved.

It is recommended that the City Council

- (1) Authorize the City Manager to execute a License Agreement, in a form approved by the City Attorney, with the Jack F. Macy Intermediate School 4H Club to improve and maintain George Elder Park; and
- (2) take such additional, related, action that may be desirable.

3-G. ATLANTIC-HELLMAN TRAFFIC SIGNAL IMPROVEMENTS -- AUTHORIZATION TO ADVERTISE

The project involves the replacement of old traffic signal poles, controller, conduit and cable; and updating the pavement markings, traffic signage and striping. The project will also provide left-turn phasing for Hellman Avenue at Atlantic Boulevard and interconnect to the traffic signal at the north entrance of Atlantic Times Square.

It is recommended that the City Council

- (1) Adopt Resolution No. ____ authorizing staff to advertise the Atlantic-Hellman Traffic Signal Improvements for bids; and
- (2) take such additional, related, action that may be desirable.

3-H. PREFERENTIAL PARKING DISTRICTS

In November 2004, the City adopted a policy which provides a process for residents to petition the City to establish a permit parking area. At the time, several parking districts were established and ratified by Resolution No. 10931. Since then, the Traffic Commission recommended several additional preferential parking districts. To ensure implementation and enforcement, staff is requesting an amendment to Resolution No. 10931.

It is recommended that the City Council

- (1) Adopt Resolution No. ____ amending Resolution No. 10931 to include additional streets to the preferential parking districts; and
- (2) take such additional, related, action that may be desirable.

3-I. AWARD OF CONTRACT FOR LA LOMA, SUNNYSLOPES AND PINE TREE PARKS AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS (Spec. 833)

In December 2013, the City Council authorized the solicitation of bids for park access improvements for thirteen parks. The Parks were grouped together to create specific projects for bidding. The project includes walkways, railings, curb cuts, and restroom access.

It is recommended that the City Council

- (1) Award a contract for constructing ADA Improvements at La Loma, Sunnyslopes and Pine Tree Parks (Specification No. 833) to El Camino Construction and Engineering for \$140,000;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with El Camino Construction and Engineering; and
- (3) take such additional, related, action that may be desirable.

3-J. AWARD OF CONTRACT FOR HIGHLANDS AND GEORGE ELDER PARKS AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS (Spec. 832)

In December 2013, the City Council authorized the solicitation of bids for park access improvements for thirteen parks. The Parks were grouped together to create specific projects for bidding. The project includes walkways, railings, curb cuts, and restroom access

It is recommended that the City Council

- (1) Award a contract for ADA Improvements at Highlands and George Elder Parks (Specification No. 832) to Interlog Corporation for \$178,500;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Interlog Corporation, dba Interlog Construction; and
- (3) take such additional, related, action that may be desirable.

3-K. AWARD OF CONTRACT FOR BARNES PARK AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS (Spec. 831)

In December 2013, the City Council authorized the solicitation of bids for park access improvements for thirteen parks. The Parks were grouped together to create specific projects for bidding. The project includes walkways, railings, curb cuts, and restroom access

It is recommended that the City Council

- (1) Award a contract for ADA Improvements at Barnes Park (Specification No. 831) to AJ Fistes Corporation, inc. for \$168,650;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with AJ Fistes Corporation, Inc.; and
- (3) take such additional, related, action that may be desirable.

3-L. AWARD OF CONTRACT FOR GEORGE ELDER AND SUNNYSLOPES PARKS PLAYGROUND EQUIPMENT REPLACEMENT (Spec. 828)

In December 2013, the City Council authorized the solicitation of bids for playground equipment replacement at four parks. The parks were grouped together to create specific projects for bidding.

It is recommended that the City Council

- (1) Award a contract for the George Elder and Sunnyslopes Parks Playground Equipment Replacement (Specification No. 828) to Creative Nile Builders for \$58,800;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Creative Nile Builders, Inc.; and
- (3) take such additional, related, action that may be desirable.

3-M. AWARD OF CONTRACT FOR LA LOMA AND PINE TREE PARKS PLAYGROUND EQUIPMENT REPLACEMENT (Spec. 827)

In December 2013, the City Council authorized the solicitation of bids for playground equipment replacement at four parks. The parks were grouped together to create specific projects for bidding.

It is recommended that the City Council

- (1) Waive a minor irregularity and award a contract for La Loma and Pine Tree Parks Playground Equipment Replacement (Specification No. 827) to RE Schultz Construction for \$54, 670;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney with RE Shultz Construction; and
- (3) take such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. GENERAL PLAN AMENDMENT (GPA13-01) AND DEVELOPMENT AGREEMENT (DA-13-01) TO CONSTRUCT A NEW SIX-UNIT AFFORDABLE HOUSING DEVELOPMENT PROJECT – 236 SOUTH RAMONA; DECLARE THE CITY OWNED PROPERTIES AT 236 S. RAMONA AVENUE; 321, 325, 341, AND 371 EAST POMONA BOULEVARD; AND 534 NORTH CHANDLER AVENUE AS SURPLUS PROPERTY

The Applicant, LINC Community Development Corporation (LINC) is requesting approval of a General Plan Amendment and Development Agreement for the construction of a new 6-unit affordable housing development at 236 South Ramona Avenue.

It is recommended that the City Council

- (1) Open the public hearing;
- (2) Receive documentary and testimonial evidence;
- (3) Close Public Hearing
- (4) Taking the following action:
 - a. Adopt Resolution No. _____ approving a General Plan Amendment changing the designation from Low Density Residential to High Density Residential;
 - b. Waive first reading and introduce an Ordinance approving a Development Agreement between the City and LINC Community Development Corporation;
 - c. Adopt Resolution No. _____ declaring the City owned properties at 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue as surplus property; and
- (5) take such additional, related, action that may be desirable.

[5.] UNFINISHED BUSINESS

None.

[6.] NEW BUSINESS

6-A. AWARD OF CONTRACT -- SERVICES TO CONDUCT A TWO CITY FIRE SERVICES ANALYSIS AND FEASIBILITY STUDY

At the City Council meeting of November 20, 2013, the City Council authorized staff to release a Request for Qualifications ("RFQ") to solicit proposals for a firm to conduct a fire services analysis and feasibility study potentially involving the cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena. The deadline for submittals was January 16, 2014. A total of three proposals were received and staff is seeking Council authorization to award a contract for services. As mentioned at the November meeting, three cities had also been discussing a Tri-City Command Staff merger: San Gabriel, San Marino, and South Pasadena. Subsequent to the RFQ release, these cities proceeded with implementation of a pilot program and are currently sharing a fire chief and two division chiefs. On January 23, 2014, the City of South Pasadena notified Monterey Park staff it will not be participating in the five-city study due to the pursuit of the Tri-City command staff option. On February 10, 2014, a meeting of the city administrators and fire chiefs of four cities met and it was determined Alhambra and Monterey Park remain committed towards continued investigation of service and program alternatives.

It is recommended that the City Council

- (1) Award a contract to Emergency Services Consulting International in an amount of \$48,519. Monterey Park's cost share is \$24,259.50 to be expended from Account 00100-801-3201-31950 (Other Professional Services);
- (2) Authorize the City Manager to execute an agreement in a form approved by the City Attorney; and
- (3) take such additional, related, action that may be desirable.

**6-B. SPECIAL ELECTION RESOLUTIONS -- 2015 POTRERO GRANDE DRIVE -- SECOND
READING AND ADOPTION OF CITY COUNCIL ORDINANCE CALLING SPECIAL
ELECTION PURSUANT TO ELECTIONS CODE § 9222 FOR JUNE 3, 2014**

On February 5, 2014, the City Council introduced and waived the first reading of an ordinance approving proposed General Plan Amendment (GPA--13-02) and Specific Plan (SP-13-02) and certifying the Mitigated Negative Declaration for the construction of a new 80-unit residential development at 2015 Potrero Grande Drive. The City Council directed staff to prepare appropriate resolutions for a Special Election to place a measure on a ballot to be voted upon by registered voters of the City of Monterey Park.

It is recommended that the City Council consider

- (1) Waive second reading and adopt Ordinance No. _____ approving a General Plan Amendment (GPA-13-02); adopting a Specific Plan (SP-13-02); and certifying the Mitigated Negative Declaration for construction of a new 80-unit residential development at 2015 Potrero Grande Drive;
- (2) Adopting Resolution No. _____ calling for a special election on June 3, 2014 and placing a proposition on the ballot ratifying the City Council's ordinance; approving GPA-13-02; approving an amendment to the Zoning Map; and approving SP-13-02;
- (3) Adopting Resolution No. _____ requesting that the City Clerk's Office, Elections Division, assist with the special election and authorizing the County Clerk's Office to canvass the votes and consolidate a special election to be held on June 3, 2014;
- (4) Adopting Resolution No. _____ establishing policies for ballot arguments;
- (5) If desirable, designating a Council Member to draft a ballot argument on the City's behalf;
- (6) If desirable, adopting Resolution No. _____ directing the City Attorney to prepare an impartial analysis for all ballot measures approved by the City Council;
- (7) Authorizing the City Manager to execute a reimbursement agreement, in a form approved by the City Attorney, with Olson Urban Housing, LLC, for reimbursement of all City costs related to this Project including, without limitation, the costs of a special election; and
- (8) take such additional, related, action that may be desirable.

[7.] COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

[8.] CLOSED SESSION

None.

ADJOURN

PRESENTATIONS

C I T Y O F M O N T E R E Y P A R K
DRAFT SIX-MONTH STRATEGIC OBJECTIVES

October 30, 2013 - April 15, 2014

Presentations
 Agenda Item 1-A.

THREE-YEAR GOAL: <i>IMPROVE ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY, INCLUDING ATTRACTING AND RETAINING QUALITY EMPLOYEES</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Jan 31, 2014	City Manager and HR Director	Hire the Management Services Director.	X			
2. Apr 15, 2014	HR Director	Determine the feasibility of developing and distributing a monthly e-blast to employees from HR where employees' questions are addressed and make a recommendation to the City Manager.			X	Revised date.
3. Feb 1, 2014	Dep. City Clerk and Support Services Mgr., working with a Knight Communications consultant	Investigate the feasibility of having a touch screen directory in English, Spanish and Chinese at City Hall, including cost, and present a recommendation to the City Council for action.	X			
4. Mar 1, 2014	Recreation and Community Services Dir., working with the Deputy City Clerk and the Civic Plus consultant	Revamp and upgrade the city's website that will help attract new businesses, attract visitors, assist in staff recruitment; to include the city's organizational structure and history; to include a comprehensive city calendar, a photo of each department head and city manager, and a list of new businesses as well as possibly include, if feasible, a list of vacant business spaces.		X		Scheduled to launch March 17, 2014
5. Mar 15, 2014	HR Director – lead, Police Chief, City Librarian and Public Works Dir.	Improve customer service in all departments and have a follow-up assessment of the improvement within 4 months.		X		
6. Mar 1, 2014	Police Chief - lead, Recreation and Community Services Dir., Support Services Mgr.	Develop a Customer Service Plan, including a customer survey, providing comment cards for public feedback, and strategies to remove bureaucratic barriers and help us become more user-/customer-friendly and present to the City Manager for action.		X		
7. Apr 1, 2014	HR Dir. and Dep. City Clerk	Determine the feasibility of digitizing all city records, including the cost, and make a recommendation to the City Council for action.		X		

THREE-YEAR GOAL: ACHIEVE FINANCIAL STABILITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Nov 20, 2013 City Council meeting	Fire Chief and City Manager	Research and present to the City Council for direction alternative means of fire protection and EMS service delivery to reduce costs.		X		Consideration of Award of Contract to ESCI on Agenda tonight.
2. Jan 15, 2014	Public Works Dir./ACM	Study the feasibility of replacing streetlights and lighting in city facilities with energy efficient lights to reduce city costs and make a recommendation to the City Council for action.	X			
3. April 15, 2014	Public Works Dir./ACM – lead, Community and Economic Development Dir., Management Services Dir., Controller and Fire Chief	Research and present to the City Manager new ideas for generating revenues.		X		
4. Feb 15, 2014	Controller	Present to the City Council the city's current Five-Year Long-Term Financial Plan.	X			
5. Apr 1, 2014	Public Works Dir./ACM and the Management Services Dir.	Complete the 218 Water, Sewer and Trash Rate process and present a recommendation to the City Council for action.		X		Presentations to Council in March/April.
6. Apr 15, 2014	Dir. of Management Services – lead, Support Services Mgr. and Controller, working with the financial rate consultant	Present to the City Council for action a revised Financial Rate Study and an implementation date.		X		
7. Apr 15, 2014*	HR Dir. – lead, Management Services Dir., Controller, and City Manager	Present to the City Council for action an alternative to providing city retirees Retiree medical benefits (aka "OPEB" other post-employment benefits).		X		

*Long term goal might exceed this date.

THREE-YEAR GOAL: IMPROVE COMMUNITY-WIDE BEAUTIFICATION, PARTICIPATION AND SAFETY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Apr 15, 2014	Economic and Community Development Dir. – lead, Support Services Mgr., Police Chief	Develop a program, utilizing volunteers, to help identify code enforcement issues.			X	
2. Apr 15, 2014	Police Chief	Strengthen and enhance the Neighborhood Watch Program (e.g., greater education and outreach, utilizing various means of communication, for example a social media platform, bimonthly/quarterly broadcasts)			X	
3. Apr 15, 2014	Community Services Dir. (lead) and Public Works Dir./ACM	Solicit sponsors for each of the 13 Adopt-a-Park programs and report the results to the City Council		X		
4. Apr 15, 2014	Public Works Dir./ACM and City Manager	Identify Phase II of the Wayfinding Sign Program be included in the 2014-2015 annual budget.			X	Staff has researched names of tracts to be used on signs, i.e. "Ramona Acres", "Garvey Ranch." Locations to be determined.
5. Apr 15, 2014	Recreation and Community Services Dir.	Develop and present to the City Council for action a community garden.			X	
6. Mar 19, 2014	Recreation and Community Services Dir.	Develop and present to the City Council for action a community dog park.			X	Parks & Recreation Commission report will be submitted to the City Council in March.
7. Mar 1, 2014	Recreation and Community Services Dir.	Develop and present to the City Council for action a community event involving the official city flower, the geranium.		X		
8. Apr 1, 2014	Public Works Dir./ACM	Ensure that at least five city medians are re-landscaped.		X		
9. Apr 1, 2014	Economic and Community Development Dir	Update and present to the City Council for action the Shopping Cart Ordinance to prevent stray shopping carts and present strategies to enhance enforcement.		X		Storage coral installed at the yard. Citywide sweep conducted in January.

**THREE-YEAR GOAL: IMPROVE COMMUNITY-WIDE BEAUTIFICATION,
PARTICIPATION AND SAFETY
(Continued)**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
10. Apr 1, 2014	Public Works Dir./ACM and Community and Economic Dir., working with the Business Improvement Dist.	Develop a plan for installing flower baskets and lighting along new posts in the center median in the downtown area and present to the City Council for direction.		X		Staff assessing the ability for power in the median area for the poles.
11. Apr 1, 2014	Recreation and Community Services Dir. and the Support Services Mgr.	Develop and implement a media campaign that focuses on city issues, e.g. beautification awards, no smoking in public places, shopping carts, rules and regulations, community pride)		X		
12. Apr 15, 2014	Public Works Dir./ACM and Recreation and Community Services Dir.	Complete at least 10% of the ADA improvements and at least 10% of the installation of new monument signs at city parks.		X		Consideration of amending contract on ADA Project February 19, 2014.
13. Apr 15, 2014	Economic and Community Development Dir.– lead, Police Chief, and Fire Chief, with community input	Recommend to the City Council for action neighborhood identification signs throughout the city.		X		
14. Apr 15, 2014	Public Works Dir./ACM, working with the Police Chief	Conduct a pilot program utilizing traffic feedback signs to increase the percentage of drivers traveling within the speed limit.		X		Staff is in the process of purchasing two pilot signs to be installed in front of El Repetto Intermediate School.
15. Apr 15, 2014	Recreation and Community Services Dir.	Ensure that a message about beautification of the city by the public is distributed before and during city events.		X		Staff responsible for implementing special events have been directed to include the City beautification message in publicity and during the event.

**THREE-YEAR GOAL: *IMPROVE COMMUNITY-WIDE BEAUTIFICATION,
PARTICIPATION AND SAFETY***
(Continued)

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
16. Apr 15, 2014	Council Member Teresa Real Sebastian – lead, Recreation and Community Services Dir., Public Works Dir./ACM	Conduct one Community Clean Up Day.		X		The next Beautification Day has been scheduled for Saturday, February 22, 2014 at Highlands Park
17. Apr 15, 2014*	Police Chief	Obtain City Council direction on the parking of commercial vehicles and recreational vehicles and the overnight parking of vehicles.		X		Police Chief preparing report for next month's City Council Meeting.
18. Apr 15, 2014*	Public Works Dir./ACM – lead, Council member Chan, Police Chief, working with the San Gabriel Valley Bike Coalition	Present to the City Council for action a Regional Bike Plan.		X		

*Long term goal might exceed this date.

THREE-YEAR GOAL: ENHANCE ECONOMIC DEVELOPMENT						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Jan 15, 2014	Police Chief	Recommend to the City Council for action the identification of up to six tour bus loading zones.			X	
2. Jan 31, 2014	Recreation and Community Services Dir.	Present a plan to the City Council for action to implement a Monterey Park Night Market, in coordination with our Farmers Market at Barnes Park.		X		Staff has met with the promoter and Chamber of Commerce representative now developing a new proposal after the feedback from the staff. The next meeting will include feedback from Police, Fire, Building, Risk Management and the Farmer's Market.
3. Feb 1, 2014	Community and Economic Development Dir.	Present to the City Council for consideration the Olson Housing Project.	X			
4. Mar 1, 2014	Community and Economic Development Dir. and City Manager	Conduct a joint workshop with the Design Review Board, Planning Commission and City Council to update them on economic development projects underway and projects in planning, to include renderings and digital presentations that can also be posted on the city's website.	X			
5. Apr 15, 2014	Community and Economic Development Dir. – lead, Controller, City Manager, Management Services Dir.	Investigate the feasibility of a percentage of revenue generated from new projects is devoted to economic development and present recommendation(s) to the City Council for direction.		X		
6. Apr 15, 2014	Community and Economic Development Dir.	Present to the Planning Commission for action up to three hotel projects.		X		
7. Apr 15, 2014	Community and Economic Development Dir, working with the Economic Development Commission	Review and update the Economic Development Plan to address national retail attraction, shopper retention and sales tax generation.		X		

THREE-YEAR GOAL: *ENHANCE ECONOMIC DEVELOPMENT*
(Continued)

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
8. Apr 15, 2014	Community and Economic Development Dir, working with the Economic Development Commission and the ED consultant	Develop a plan to reestablish a Economic Development Program, including use of the \$1.8 million Towne Centre proceeds, additional new revenues, and a Façade Improvement Loan Program.		X		
9. Apr 15, 2014	Community and Economic Development Dir	Update the City Council on the progress of the Towne Centre project.	X			
10. Apr 15, 2014	Community and Economic Development Dir., working with the Design Review Board and the Planning Commission	Revisit the Signage Ordinance (within the Zoning Code), specifically addressing a Signage Overlay Zone on North Atlantic, and make a report, including recommendations, to the City Council for action.		X		
11. Apr 15, 2014	Community and Economic Development Dir.	Update the City Council on the progress of the City Venture and LINC Housing proposals.		X		Consideration of Project on February 19, 2014 City Council Agenda
12. Apr 15 2014	Community and Economic Development Dir. and Public Works Dir./ACM	Ensure that the Market Place project is ready to break ground.		X		

ORAL AND WRITTEN COMMUNICATIONS



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: (SA) Consent Calendar
Agenda Item 2-A.

TO: Paul L. Talbot, City Manager
FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller
SUBJECT: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of
February 19, 2014

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

- (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 **February 19, 2014** totaling **\$181,728.11** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 213-216.

BACKGROUND:

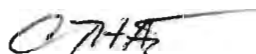
The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are 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.

FISCAL IMPACT:

Disbursements from all funds total **\$181,728.11**

Respectfully submitted:

Prepared by:



Chu Thai
Director of Management Services



Annie Young, CPFO
Controller

Approved By:



Paul L. Talbot
City Manager

Attachments: Warrant Register

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
19TH DAY OF FEBRUARY 2014
TOTALING \$181,728.11 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	\$ 117,963.95
Merged Project Projects	63,764.16
Total	<u>\$ 181,728.11</u>

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF FEBRUARY 2014.

Anthony Wong, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
Page 2

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 19th day of February 2014 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 02/19/2014

5

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LA CORP CENTER OWNERS ASSO	0870-801-1203-31100	2,565.00	CORPORATE CENTER ASSO. DUES	80306	215	2,565.00
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL 540 W.GARVEY		216	66.06
U.S. BANK CORPORATE TRUST	0870-801-1203-42300	61,199.16	MERGED REFUNDING BOND		213	61,199.16
	0860-801-1203-42300	117,897.89	ATLANTIC-GARVEY REFUNDING BOND		214	117,897.89
TOTAL FOR PRINTED WARRANTS						181,728.11

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

6

TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	181,728.11
TOTAL WARRANTS	181,728.11
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	4
TOTAL CHECKS ISSUED	4

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014
FUND SUMMARY

7

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	0.00	117,963.95	117,963.95
0870	MERGED CAPITAL PROJECTS	0.00	63,764.16	63,764.16
	TOTAL	0.00	181,728.11	181,728.11



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: (SA) Consent Calendar
Agenda Item 2-B.

TO: Paul L. Talbot, City Manager

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Successor Agency Monthly Investment Report – January 2014

RECOMMENDATION It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of January 31, 2014 invested funds for the City of Monterey Park is as follows:

• Successor Agency (SA) Savings	\$ 5,613,932.34
• Successor Agency (SA) Checking	143,413.33
• Successor Agency (SA) RORF	<u>1,095,144.00</u>
Total	<u>\$ 6,852,489.67</u>

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted and prepared by:



Annie Yaung, CPFO
Controller

Approved By:



Paul L. Talbot
City Manager



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: (SA) Consent Calendar
Agenda Item 2-C.

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

It is recommended that the City Council acting on behalf of the Successor Agency to the former Monterey Park Redevelopment Agency approve the minutes for the regular meeting of January 15, 2014.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vincent D. Chang", is written over a horizontal line.

For Vincent D. Chang
City Clerk

Prepared by:

A handwritten signature in black ink, appearing to read "Michelle Chen", is written over a horizontal line.

Michelle Chen
Minutes Clerk

Approved By:

A handwritten signature in black ink, appearing to read "Paul L. Talbot", is written over a horizontal line.

Paul L. Talbot
City Manager

Attachments: January 15, 2014 (Regular)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JANUARY 15, 2014**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, January 15, 2014 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Human Resources Director Cody, Community and Economic Development Director Huntley, Recreation and Community Services Director Costley, City Librarian Arvizu, Interim Fire Chief Birrell, Controller Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot informed the council on Item No. 7, the Resolution was omitted from the staff report and a copy submitted to the City Council at this time. He informed the council of a typographical error to the agenda on Item No. 8 stating the sentence "The City has participated in a joint agreement with 42 agencies (40 municipalities, CalTrans, and County unincorporated areas) since 2009 for monitoring various contaminants" should be omitted and reported a typographical error in the agenda on Item No. 9 stating the sentence "The City has participated in a joint agreement with 42 agencies (40 municipalities, CalTrans and County unincorporated areas) since 2009 for monitoring various contaminants" was omitted from the agenda however the reports are correct.

PRESENTATIONS: Strategic Plan Update

Discussion: None. This item was not heard.

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.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri wished the council and residents a Happy New Year and announced on behalf of Family Promise of San Gabriel Valley to come enjoy dinner and music by Big Band Theory on Saturday, January 25, 2014 at Langley Senior Center from 5:30 p.m. - 9:00 p.m. Proceeds from the fundraising event will provide food, housing, and employment assistance to homeless families.
- Sarkis Antonian spoke as a concerned resident opposing the proposed project development of additional housing on Portero Grande. He also spoke of his recommendations to increase sales tax revenue in the city.
- Rita Miller spoke as a resident in support of the city's development towards restoring the Observatory dome at Garvey Ranch Park. She also spoke of her concerns and recommendations to see future city-wide park improvements and additional public access to transportation.
- Pastor Sheldon Hess spoke on behalf of St Paul Lutheran Church informing the council as one of the Family Promise of San Gabriel Valley participants, the congregation provides food, shelter and professional leadership to homeless families. He invited the council and residents to attend the Big Band Theory fundraising event to enjoy dinner and great music on January 25, 2014 at Langley Senior Center from 5:30 p.m. - 9:00 p.m.
- John Man, President of the Monterey Park Chamber of Commerce invited the council and residents to attend: (1) a educational seminar to "Get Fit for the Year" to discuss healthy lifestyles on January 22, 2014 from 11:30 a.m. - 1:30 p.m. at El Encanto and (2) the Chamber of Commerce Annual Chinese New Year dinner will be held at NBC Restaurant on February 2, 2014 from 6:00 p.m. - 9:00 p.m. Tickets are available for \$45.00 for members and \$55.00 for non-members. Reservations made before January 31, 2014 will receive a \$5.00 discount. He thanked the City Council for their continued support and wished the residents a Happy Lunar New Year.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1 - 2

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 1 - 2 and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Liang, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

1. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JANUARY 2, 2014 AND JANUARY 15, 2014

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

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA – 58** of the Successor Agency (SA) to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **January 15, 2014 totaling \$6,245.76** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA – 58, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **January 15, 2014 totaling \$6,245.76** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT AS OF DECEMBER 2013

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council received and filed the investment report as of December 2013 on Consent Calendar.

This is the end of Successor Agency (SA) items.



Staff Report *The Successor Agency to the Former Monterey Park Redevelopment Agency*

City Council Meeting: February 19, 2014

**(SA) Consent Calendar
Agenda Item 2-D.**

TO: HONORABLE MAYOR AND MONTEREY PARK CITY COUNCIL
ACTING ON BEHALF OF THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY

FROM: DONNA M. RAMIREZ, ECONOMIC DEVELOPMENT SPECIALIST

SUBJECT: RESOLUTION ADOPTING THE RECOGNIZED OBLIGATION PAYMENT
SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY – DECEMBER
2014

RECOMMENDATION:

- 1) Adopt a resolution adopting the Recognized Obligation Payment Schedule (ROPS 14-15A) for the period between July – December 2014;
- 2) Approve the Successor Agency Administrative Budget for July – December 2014;
and
- 3) Direct staff to post and transmit the ROPS and Administrative Budget to the appropriate public agencies.

EXECUTIVE SUMMARY:

Staff requests that the City Council, acting on behalf of the Successor Agency for the former Monterey Park Redevelopment Agency, consider and adopt the Recognized Obligation Payment Schedule ROPS 14-15A and Administrative Budget for the period covering July - December, 2014.

BACKGROUND:

AB X1 26 requires the Monterey Park Successor Agency ("SA") to formulate Recognized Obligation Payment Schedules under which the SA makes payments for eligible obligations of the former Redevelopment Agency. The Recognized Obligation Payment Schedules are considered by the Successor Agency Board, proposed to the

Oversight Board ("OB") and, if approved by the OB, provided to the California Department of Finance ("DOF") for review.

DISCUSSION:

The DOF has designed a detailed form to be used for ROPS 14-15A. The form includes removal of items that have been fulfilled and are no longer an obligation of the former redevelopment agency. The following items no longer appear on the ROPS:

1. Items 2 - 4 & 24 no longer appear on the ROPS. The DOF has informed staff that these items are considered part of the administrative budget and should be included within the \$125,000 administrative amount.
2. Items 11 through 14 were removed. As a result of the refunding of the 1998 and 2002 Bonds, the County of Los Angeles will take over the responsibility of bond disclosure. The Refunding of the bonds can now be found in Items 29 – 35 and renamed the Merged Tax Allocation Refunding Bonds, 2013 A and B.
3. Item number 17 has also been removed. Item 17 was an amount for obligations to be fulfilled under the DDA for the Atlantic Times Square; that obligation has been completed.
4. Item 19 is no longer on the ROPS and was an amount designated for existing staff working on redevelopment obligations associated with projects. There is no longer any project obligation associated with the former redevelopment agency projects so this item is no longer needed.
5. Items 25 through 27 were for monitoring and administration of the housing obligations. Once the City took over the housing from the former redevelopment agency, the housing became the responsibility of the City.
6. Item 30 was an amount on the last ROPS to re-coup an amount previously taken twice due to an oversight and has since been paid to the SA to meet its fiscal responsibilities.

Item 28, Housing Fund Repayment of SERAF Loan, appears with an amount of \$529,280. Upon receipt of a Finding of Completion by the DOF, cities are allowed to begin repayment of monies due to the Low/Mod Housing Fund according to a repayment ratio set forth in AB1484. The current outstanding balance is \$1,995,044. Based on the repayment ratio set forth in AB1484 we are only able to place \$529,280 on the current ROPS.

ROPS 14-15A requests an amount **\$2,603,107** to cover the SA's total recognizable obligations for the six-month period of July – December 2014.

Included in ROPS 14-15A is the SA's Administrative Budget for the period of July–December 2014. The July – December Administrative Budget remains the same as the previous six-month period for an amount of \$125,000.

To meet the deadlines for disbursement of funds from the County of Los Angeles for the next six-month, ROPS period, both the SA and the OB must approve a ROPS and submit it to the DOF by March 1, 2014.

The Oversight Board is scheduled to review the ROPS tomorrow, February 20th at a special meeting.

FISCAL IMPACT:

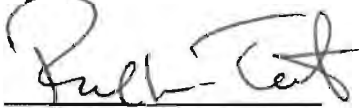
An amount of \$529,280 will be paid to housing account to meet the City's housing needs.

Prepared and submitted by:



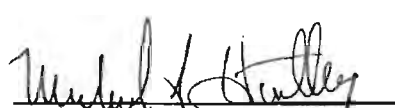
Donna M. Ramirez
Economic Development Specialist

Approved by:



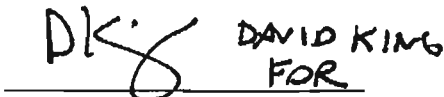
Paul L. Talbot
City Manager

Reviewed by:



Michael Huntley
Community & Econ Dev. Director

Reviewed by:



Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

Exhibit "A" – Resolution approving the ROPS 14-15A for the period of July-December 2014

Attachment 1 - ROPS 14-15A for the period of July - December 2014

Attachment 2 - Administrative Budget for July - December 2014

EXHIBIT "A"

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE § 34177.

The City Council, acting on behalf of the Successor Agency to the Monterey Park Redevelopment Agency ("Successor Agency"), does resolve as follows:

Section 1. The City Council finds and declares that:

- A. By Resolution No. 11455, adopted on January 11, 2012, the City Council of the City of Monterey Park elected to act on behalf of the Successor Agency to the Monterey Park Redevelopment Agency (the "Successor Agency"); and
- B. The City Council desires to adopt this Resolution adopting a Recognized Obligation Payment Schedule (designated as ROPS 14-15A by the California Department of Finance) for the period from July 1, 2014 through December 31, 2014.

Section 2. *Recognized Obligation Payment Schedules.* The City Council adopts ROPS 14-15A attached as Attachment "1" to this Resolution and incorporated by reference. The City Council also adopts the Administrative Budget attached as Attachment "2" to this Resolution and incorporated by reference.

Section 3. *Authorization.* The officers and staff of the Successor Agency are authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including providing documents associated with the ROPS 14-15A to the Oversight Board, Department of Finance, County Controller and (if applicable) State Controller. The City Manager, or designee, is the official whom the Department of Finance may make requests for review in connection with the ROPS 14-15A.

Section 4. *Amendment.* The ROPS may be amended from time to time at any public meeting of the City Council.

Section 5. *Environmental Determination.* This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an

organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

Section 6. *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Successor Agency and applicable law. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

Section 7. *Summaries of Information.* All summaries of information in the findings, which precede this Section, are based on the substantial evidence in the record including, without limitation, verbal and documentary evidence submitted to the Successor Agency. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

Section 8. The Secretary is directed to certify the adoption of this Resolution; record this Resolution in the book of the Successor Agency's original resolutions; and make a minute of the adoption of the Resolution in the Successor Agency's records and the minutes of this meeting.

Section 9. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 19 day of February, 2014.

Anthony Wong, Mayor

ATTEST:

Vincent D. Chang, Secretary

I HEREBY CERTIFY that the above and foregoing resolution was duly passed and adopted by the Successor Agency to the Monterey Park Redevelopment Agency at its regular meeting held on February of 19, 2014, by the following vote, to wit:

AYES;
NOES;
ABSENT:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

ATTACHMENT 1

Name of Successor Agency: Monterey Park
Name of County: Los Angeles

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 2,538,437
B Bond Proceeds Funding (ROPS Detail)		1,931,157
C Reserve Balance Funding (ROPS Detail)		30,000
D Other Funding (ROPS Detail)		577,280
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 2,633,437
F Non-Administrative Costs (ROPS Detail)		2,508,437
G Administrative Costs (ROPS Detail)		125,000
H Current Period Enforceable Obligations (A+E):		\$ 2,633,437

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I Enforceable Obligations funded with RPTTF (E):	2,633,437
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(30,330)
K Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 2,603,107

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L Enforceable Obligations funded with RPTTF (E):	2,633,437
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)	2,633,437

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

_____ Name	_____ Title
/s/ _____ Signature	_____ Date

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 109,618,942		\$ -	\$ 30,000	\$ -	\$ 2,508,437	\$ 125,000	\$ -
1	Successor Agency Administration Costs	Admin Costs	1/1/2014	7/12/2034	Successor Agency	Successor Agency Administration Costs - labor and overhead	All	5,125,000	N					125,000	\$ 125,000
5	1998 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	10/1/1998	3/1/2028	BNY Western Trust Company	Bonds issued to fund non-housing projects	Merged Project Area	11,428,702	y				-		\$ -
6	2002 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	8/15/2002	9/1/2026	Union Bank of California	Bonds issued to fund non-housing projects	Atlantic Garvey Project Area	21,517,975	y				-		\$ -
7	Trustee Fees for 1998 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	10/1/1998	3/1/2028	BNY Western Trust Company	Fees for Trustee of Bond Issuances	Merged Project Area	28,750	y				-		\$ -
8	Trustee Fees for 2002 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	8/15/2002	9/1/2026	Union Bank of California	Fees for Trustee of Bond Issuances	Atlantic Garvey Project Area	29,620	y				-		\$ -
9	1998 Bond Arbitrage Rebate Report	Bonds Issued On or Before 12/31/10	10/1/1998	3/1/2028	BLX Group	Bond Arbitrage Rebate Report	Merged Project Area	24,000	N				-		\$ -
10	2002 Bond Arbitrage Rebate Report	Bonds Issued On or Before 12/31/10	8/15/2002	9/1/2026	BLX Group	Bond Arbitrage Rebate Report	Atlantic Garvey Project Area	20,000	N				-		\$ -
11	1998 Bond Continuing Disclosure - Fiscal Consultant	Bonds Issued On or Before 12/31/10	10/1/1998	3/1/1998	Fiscal Consultant	Fulfillment of Reporting Requirements outlined in Official Statements of Tax Allocation Bonds	Merged Project Area	65,000	y				-		\$ -
12	2002 Bond Continuing Disclosure - Fiscal Consultant	Bonds Issued On or Before 12/31/10	8/15/2002	9/1/2026	Fiscal Consultant	Fulfillment of Reporting Requirements outlined in Official Statements of Tax Allocation Bonds	Atlantic Garvey Project Area	65,000	y				-		\$ -
13	1998 Bond Continuing Disclosure - Disclosure Counsel	Bonds Issued On or Before 12/31/10	10/1/1998	3/1/2028	Bond Disclosure Counsel	Fulfillment of Reporting Requirements outlined in Official Statements of Tax Allocation Bonds	Merged Project Area	65,000	y				-		\$ -
14	2002 Bond Continuing Disclosure - Disclosure Counsel	Bonds Issued On or Before 12/31/10	8/15/2002	9/1/2026	Bond Disclosure Counsel	Fulfillment of Reporting Requirements outlined in Official Statements of Tax Allocation Bonds	Atlantic Garvey Project Area	65,000	y				-		\$ -
15	Pension Override to City's Retirement Fund	Miscellaneous	8/20/1946	12/31/2039	City of Monterey Park	Voter mandate for Pension Override Funds allocated as tax increment to be paid to City's pension costs	All		N						
16	Los Angeles County Reimbursement Agreement	City/County Loans On or Before	6/27/1987	7/12/2034	County of Los Angeles	Repayment of deferral of prior year pass through payment deferrals	All	38,936,192	N						
18	Atlantic Times Square DIR Litigation Costs	Litigation	7/14/2010	7/14/2015	Paul Plevins LLP	Costs for continuing litigation of Agency obligations for Atlantic Times	Merged Project Area	75,000	N		30,000				
21	Property Disposition Services	Property Dispositions	7/1/2013	6/30/2015	Various	Costs associated with the disposition of Agency Property	All	\$120,000	N				\$30,000		\$ 30,000
22	Common Area CC&R Fees For Corporate Center Property	Fees	5/12/2011	6/30/2015	Various	Maintenance fees for Agency Property until it is sold	Merged Project Area	\$486,000	N				\$18,000		\$ 18,000
28	Housing Fund Repayment of SERAF Loan	City/County Loans On or Before	8/4/2010	6/30/2016	Housing Successor Agency	Housing Fund Repayment of SERAF Loan	All	1,995,044	N				529,280		529,280
29	Repayment of Housing Loan Obligation	City/County Loans On or Before	5/19/1997	6/30/2039	Housing Successor Agency	Housing Fund Repayment for Outstanding Loan	All	1,186,222	N				-		\$ -
30	Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2028	US Bank	Bonds issued to advance refund the 1998 Tax Allocation Bonds	Merged Project Area	9,892,328	N				\$804,416		\$ 804,416
31	Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	US Bank	Bonds issued to advance refund the 2002 Tax Allocation Bonds	Atlantic Garvey Project Area	18,380,239	N				\$1,326,741		\$ 1,326,741
32	Trustee Fees for Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2028	US Bank	Fees for Trustee of Refunding Bonds	Merged Project Area	31,250	N				-		\$ -
33	Trustee Fees for Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	US Bank	Fees for Trustee of Refunding Bonds	Atlantic Garvey Project Area	32,620	N				-		\$ -
34	Arbitrage Rebate Report for Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2028	BLX Group	Bond Arbitrage Rebate Report	Merged Project Area	27,000	N				-		\$ -
35	Arbitrage Rebate Report for Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	BLX Group	Bond Arbitrage Rebate Report	Atlantic Garvey Project Area	23,000	N				-		\$ -

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 13-14A Actuals (07/01/13 - 12/31/13)								
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	8,069,736	-	59,511	-	7,423	83,199	
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013			-		10,712	1,590,584	
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs			113			1,643,453	
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A	8,069,736		59,398		18,135	-	
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs.		No entry required				30,330	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 8,069,736	\$ -	\$ -	\$ -	\$ -	\$ -	
ROPS 13-14B Estimate (01/01/14 - 06/30/14)								
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 5, F = H4 + F4 + F5, and H = 5 + 6)	\$ 8,069,736	\$ -	\$ 59,398	\$ -	\$ 18,135	\$ 30,330	
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014						1,234,864	
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)			30,000			1,234,864	
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B	8,069,736		29,398		18,135		
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,330	

[illegible]

Recognized Obligation Payment Schedule 14-15A - Notes

July 1, 2014 through December 31, 2014

[illegible]

ATTACHMENT 2

City of Monterey Park
Success Agency Administrative Costs
7/1/2014-12/31/2014

			ROPS 2014-15A 6 Month Period
Object	ROPS Item #	Name	Total
Successor Agency (Activity 1203)			
11200/	1	Salaries & Benefits	
		Donna Ramirez (50%)	32,813
		Annie Yaung (20%)	28,714
		Shirley Tung (10%)	7,780
		Paul Talbot (20%)	35,160
32200		Postage / Messenger Service	533
31600		Attorney Services - Jenkins & Hugin, LLP	10,000
31800		SA Audit	5,000
31950		Consulting Services - Chester Yoshizaki	5,000
Administration Budget - Total			125,000



Staff Report *The Successor Agency to the Former Monterey Park Redevelopment Agency*

City Council Meeting: February 19, 2014

Agenda Item: _____

**(SA) Consent Calendar
Agenda Item 2-E.**

TO: HONORABLE MAYOR AND MONTEREY PARK CITY COUNCIL
ACTING ON BEHALF OF THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY

FROM: DONNA M. RAMIREZ, ECONOMIC DEVELOPMENT SPECIALIST

SUBJECT: REPAYMENT SCHEDULE FOR AMOUNTS DUE UNDER THE
TEMPORARY LOAN FOR PAYMENT OF THE SUPPLEMENTAL
EDUCATION REVENUE AUGMENTATION FUND AND THE DEFERRED
LOW/MOD INCOME HOUSING FUND LOAN

RECOMMENDATION:

- 1) Adopt Resolution No. ____: (SERAF – Schedule No. 1);
- 2) Adopt Resolution No. ____: (Low/Mod Income Housing Fund Loan Schedule No. 2);
- 3) Direct staff to transmit the Repayment Schedule for the SERAF Loan and the Repayment Schedule for the Low/Mod Income Housing Fund Loan to the Oversight Board for its review and approval; and
- 4) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In 1997, the former Redevelopment Agency approved a plan to defer the required 20% housing set-aside requirement with the deferred amount to be repaid from future Agency revenues. In August 2010, the former Redevelopment Agency authorized a temporary loan from the Low/Moderate Income Housing Fund (LMIHF) to the Atlantic/Garvey and Merged Project areas to fund the state's Supplemental Educational Revenue Augmentation Funds (SERAF).

Pursuant to Health and Safety Code §34191.4, once a Successor (SA) receives a Finding of Completion from the Department of Finance (DOF), the Successor Agency may place amounts owed to the LMIHF on the Recognized Obligation Payment Schedule (ROPS) for repayment. The funds received by the City (as the Successor

Housing Agency) as part of the repayment are to be utilized for the creation of affordable housing in the community. The DOF has provided staff additional guidance on the process to be completed prior to placing repayment amounts on the ROPS. DOF's instructions are that the Successor Agency and the Oversight Board (OB) must approve a Repayment Schedule for the amounts due to repay the SERAF and the Low/Mod Income Housing Asset Fund (LMIHAF) and submit the final approved Repayment Schedule to the RDA Administration at the DOF for final review and approval. See Exhibit A and B attached for a breakdown of the Repayment Schedule.

BACKGROUND:

In 1985, the Legislature passed Assembly Bill (AB) 265 requiring redevelopment agencies to set aside 20% of their tax increment from project areas established before 1976 for low and moderate income housing. This 20% is commonly referred to as the "housing set-aside requirement." Since many agencies had made long term obligations such as tax increment bond issues prior to the 1985 law, the legislation allowed a governing body to demonstrate that it had existing programs and obligations that would prevent it from setting aside the entire 20%. Any set-aside amount less than the 20% due to the existing programs and indebtedness was considered to be a deferred obligation subject to repayment by the Agency.

The former Redevelopment Agency had two project areas that were adopted prior to 1976: the original Freeway Project area and the original Atlantic/Garvey Project area. In both of those project areas, the Agency had issued bonds and had otherwise programmed use of its tax increment, making it difficult to set aside the full 20% for low and moderate income housing. Between 1985-86 and 1992-93, the former Agency deferred a total of \$1,686,222 from its low/mod housing obligation. Starting in 1992-93 and in the following years, the former Agency annually set aside the entire 20% required by state law.

In 1997, pursuant to AB 265, the former Redevelopment Agency approved a plan to defer the required 20% housing set-aside requirement in favor of utilizing said funds for other redevelopment purposes. The deferred amount was to be repaid from future Agency general revenues; in particular, the former Redevelopment Agency planned to increase the housing set-aside over a 15-year period from 2024 through 2038.

In 2009, the Legislature approved a "take" of \$2.05 billion in redevelopment funds to address the State's budget deficit. The funds were to be deposited into the county SERAF to meet the State's Prop. 98 obligation to schools. In November 2009, the Legislature approved Senate Bill (SB) 68, which allowed agencies to use accumulated balances in their housing fund to make their SERAF payments, should that become necessary. At the time, the former Redevelopment Agency determined that it had no alternative but to borrow the SERAF payment from its LMIHF. Accordingly, in August 2010 and pursuant to SB 68, the former Redevelopment Agency authorized a temporary loan of \$1,459,258 from the LMIHF to the Atlantic/Garvey and Merged Project areas to fund the SERAF funding. Repayment to the LMIHF from the project areas was to be on an annual basis, with the final payment to occur by June 30, 2015.

In 2012, pursuant to Health & Safety Code §34176, the City Council elected to retain the housing assets and functions of the Redevelopment Agency and agreed to serve as both the Successor Agency and the Successor Housing Agency to the former redevelopment agency. By doing so, the City accepted all rights to any repayments of loans or deferrals owed to the LMI funds and any indebtedness obligation proceeds issued for the purpose of affordable housing.

DISCUSSION:

Pursuant to the Dissolution Law and, in particular, Assembly Bill 1484, the Department of Finance will issue a so-called "finding of completion" to a successor agency that has paid all required amounts determined during due diligence reviews and the "true-up" process (H&S §34179.7). Once a successor agency receives a finding of completion, the successor agency may request that loan agreements entered into between the former redevelopment agency and city be deemed to be enforceable obligations, provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes (H&S §34191.4(b)).

If the Oversight Board finds that the loan is an enforceable obligation, the accumulated interest on the remaining principal amount of the loan between the former Agency and the City shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund (LAIF). According to Health & Safety Code §34191.4(b)(2), the loan shall be repaid to the City in accordance with a defined schedule. The annual loan repayments provided for in the recognized obligations payment schedules (ROPS) are subject to the following limitations:

- Loan or deferral repayments shall be second in priority to repayments of loans or deferrals owed to the LMIHF;
- Repayments received by the city that formed the redevelopment agency shall first be used to retire any outstanding amounts borrowed and owed to the LMIHF of the former redevelopment agency for purposes of the SERAF and shall be distributed to the LMIHAF established by H&S § 34176; and
- Twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to the LMIHAF, after all outstanding loans from the LMIHF for purposes of the SERAF have been paid (H&S §34191.4(b)(2)).

In accordance with the Dissolution Law, the City, acting as the Housing Successor Agency, desires to submit a Repayment Schedule to DOF. This will allow the City to capture the SERAF and LMIHF funds currently owed to the City, as described above. The funds will be used for the production of affordable housing. In the preparation of the repayment schedule, the State provided a formula for the calculation of the repayment. The calculations included the following:

FORMULA FOR PAYMENTS

As indicated earlier, the maximum repayment amount authorized each fiscal year is equal to one-half the increase between the amount distributed to taxing entities in that fiscal year and the amount distributed to taxing entities in the 2012-13 base year. Staff determined that fifty percent (50%) of the maximum repayment amount is \$530,479. As noted in Schedule No. 1 – SERAF Repayment Schedule, each of the four (4) repayment amounts remains below the fifty percent threshold. The first year repayment would be FY 2014-15 and terminating in FY 2017-18. In the following fiscal year commencing in 2018-19, repayments for the LMIHF loan can begin its three payments with the third payment completed in FY 2020-12.

SUPPLEMENTAL EDUCATIONAL REVENUE AUGUMENTATION FUND (SERAF)

At the time the temporary loan was entered into by the former Redevelopment Agency, the former Redevelopment Agency was required to begin repayment in 2011. The original fund balance was \$2,617,203. A payment has been made through earlier ROPS and the projected balance with the new repayment schedule is \$1,995,043 including interest.

Schedule No. 1 (Attachment 1 to Exhibit A-Resolution) is the proposed repayment schedule that adheres to the guidelines provided by DOF.

LOW/MOD INCOME HOUSING SET – ASIDE DEFERRED LOAN

The original deferred loan provided for a repayment schedule commencing in 2024 and terminating in 2039. The rationale for the long delay in the repayment was to maximize tax increment funds for redevelopment activities with affordable housing not as critical a component by comparison.

Schedule No. 2 (Attachment 1 to Exhibit B-Resolution) is the proposed repayment schedule that adheres to the guidelines provided by DOF.

Upon approval by the SA, the repayment schedules will require the Oversight Board to review, approve, and submit the schedules to the DOF. Only then can the funds be listed on the upcoming ROPS (July 1, 2014 through December 31, 2014) for repayment to the City.

FISCAL IMPACT:

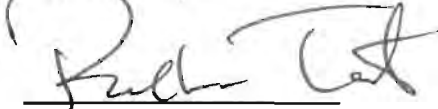
There is no impact to the City's general fund. The results of this action will repay the LMIHF and subsequent transfer of the funds to the LMIHAF sooner than originally anticipated.

Prepared and submitted by:



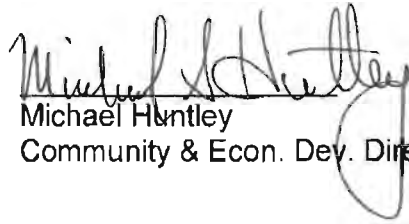
Donna M. Ramirez
Economic Development Specialist

Approved by:



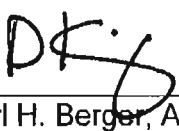
Paul L. Talbot
City Manager

Reviewed by:



Michael Huntley
Community & Econ. Dev. Director

Reviewed by:

 **DAVID KING**
FOR

Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

Exhibit "A" – Resolution approving Repayment Schedule No. 1-SERAF

Exhibit "B" – Resolution approving Repayment Schedule No. 2-LMIHF

EXHIBIT "A"

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING PAYMENT SCHEDULE NO. 1 RELATING TO THE SUPPLEMENTAL EDUCATION REVENUE AUGMENTATION FUND.

The City Council, acting on behalf of the Successor Housing Agency to the Monterey Park Redevelopment Agency ("Successor Agency"), does resolve as follows:

Section 1. The City Council finds and declares that:

- A. In 2009, the Legislature approved a "take" of \$2.05 billion in redevelopment funds to address the State's budget deficit. The funds were to be deposited into the county SERAF to meet the State's Prop. 98 obligation to schools.
- B. In November 2009, the Legislature approved Senate Bill (SB) 68, which allowed agencies to use accumulated balances in their housing fund to make their SERAF payments, should that become necessary. At the time, the former Redevelopment Agency determined that it had no alternative but to borrow the SERAF payment from its LMIHF.
- C. In August 2010, the former Redevelopment Agency authorized a temporary loan from the Low/Moderate Income Housing Fund (LMIHF) to the Atlantic/Garvey and Merged Project areas to fund the state's Supplemental Educational Revenue Augmentation Funds (SERAF).
- D. In 2011, the Legislature enacted ABx1 26 (Dissolution Law), dissolving redevelopment agencies within the State of California.
- E. By Resolution No. 11456, adopted on January 11, 2012, the City Council elected to retain the housing assets and functions of the Redevelopment Agency and agreed to serve as both the Successor Agency and the Successor Housing Agency to the former redevelopment agency. By doing so, the City accepted all rights to any repayments of loans or deferrals owed to the LMI funds and any indebtedness obligation proceeds issued for the purpose of affordable housing.
- F. Pursuant to the Dissolution Law and, in particular, AB 1484, the Department of Finance will issue a so-called "finding of completion" to a successor agency that has paid all required amounts determined during due diligence reviews and the "true-up" process (H&S §34179.7). Once a successor agency receives a finding of completion, the successor agency may request that loan

agreements entered into between the former redevelopment agency and city be deemed to be enforceable obligations, provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes (H&S §34191.4(b)).

- G. The City Council desires to adopt this Resolution adopting Payment Schedule No. 1 relating to the Supplemental Education Revenue Augmentation Fund (SERAF).

Section 2. The City Council adopts Payment Schedule No. 1 relating to the Supplemental Education Revenue Augmentation Fund (SERAF) attached as Attachment "1" to this Resolution and incorporated by reference.

Section 3. *Authorization.* The officers and staff of the Successor Agency are authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including providing documents associated with Payment Schedule No. 1 to the Oversight Board, Department of Finance, County Controller, and (if applicable) State Controller. The City Manager, or designee, is the official whom the Department of Finance may make requests for review in connection with the payment schedule.

Section 4. *Amendment.* The payment schedule may be amended from time to time at any public meeting of the City Council.

Section 5. *Environmental Determination.* This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

Section 6. *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Successor Agency and applicable law. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

Section 7. *Summaries of Information.* All summaries of information in the findings, which precede this Section, are based on the substantial evidence in the record including, without limitation, verbal and documentary evidence submitted to the Successor Agency. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

Section 8. The Secretary is directed to certify the adoption of this Resolution; record this Resolution in the book of the Successor Agency's original resolutions; and make a minute of the adoption of the Resolution in the Successor Agency's records and the minutes of this meeting.

Section 9. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 19 day of February, 2014.

Anthony Wong, Mayor

ATTEST:

Vincent D. Chang, Secretary

I HEREBY CERTIFY that the above and foregoing resolution was duly passed and adopted by the Successor Housing Agency to the Monterey Park Redevelopment Agency at its regular meeting held on February of 19, 2014, by the following vote, to wit:

AYES;
NOES;
ABSENT:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

SERAF LOAN ANNUAL REQUIRED PAYMENTS

FY	09-10 SERAF LOAN		10-11 SERAF LOAN		INTEREST	Total
	Merged	Atlantic/Garvey	Merged	Atlantic/Garvey	10/11 Loan	
2014-2015	200,000.00	220,000.00	47,049.80	60,087.00	<u>2,143.00</u>	529,279.80
2015-2016	200,000.00	220,000.00	47,049.80	60,087.00	<u>1,607.00</u>	528,743.80
2016-2017	200,000.00	220,000.00	47,049.80	60,087.00	<u>1,071.00</u>	528,207.80
2017-2018	85,584.00	215,554.00	47,049.80	60,088.00	<u>536.00</u>	408,811.80
	685,584.00	875,554.00	188,199.20	240,349.00	5,357.00	1,995,043.20

EXHIBIT "B"

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING PAYMENT SCHEDULE NO. 2 RELATING TO THE LOW AND MODERATE INCOME HOUSING SET-ASIDE DEFERRED LOAN.

The City Council, acting on behalf of the Successor Housing Agency to the Monterey Park Redevelopment Agency ("Successor Agency"), does resolve as follows:

Section 1. The City Council finds and declares that:

- A. In 1985, the Legislature passed Assembly Bill (AB) 265 requiring redevelopment agencies to set aside 20% of their tax increment from project areas established before 1976 for low and moderate income housing. This 20% is commonly referred to as the "housing set-aside requirement." Since many agencies had made long term obligations such as tax increment bond issues prior to the 1985 law, the legislation allowed a governing body to demonstrate that it had existing programs and obligations that would prevent it from setting aside the entire 20%. Any set-aside amount less than the 20% due to the existing programs and indebtedness was considered to be a deferred obligation subject to repayment by the Agency.
- B. The former Redevelopment Agency had two project areas that were adopted prior to 1976: the original Freeway Project area and the original Atlantic/Garvey Project area. In both of those project areas, the Agency had issued bonds and had otherwise programmed use of its tax increment, making it difficult to set aside the full 20% for low and moderate income housing.
- C. Between 1985-86 and 1992-93, the former Agency deferred a total of \$1,686,222 from its low/mod housing obligation. Starting in 1992-93 and in the following years, the former Agency annually set aside the entire 20% required by state law.
- D. In 1997, pursuant to AB 265, the former Redevelopment Agency approved a plan to defer the required 20% housing set-aside requirement in favor of utilizing said funds for other redevelopment purposes. The deferred amount was to be repaid from future Agency general revenues; in particular, the former Redevelopment Agency planned to increase the housing set-aside over a 15-year period from 2024 through 2038.

- E. In 2011, the Legislature enacted ABx1 26 (Dissolution Law), dissolving redevelopment agencies within the State of California.
- F. By Resolution No. 11456, adopted on January 11, 2012, the City Council elected to retain the housing assets and functions of the Redevelopment Agency and agreed to serve as both the Successor Agency and the Successor Housing Agency to the former redevelopment agency. By doing so, the City accepted all rights to any repayments of loans or deferrals owed to the LMI funds and any indebtedness obligation proceeds issued for the purpose of affordable housing.
- G. Pursuant to the Dissolution Law and, in particular, AB 1484, the Department of Finance will issue a so-called "finding of completion" to a successor agency that has paid all required amounts determined during due diligence reviews and the "true-up" process (H&S §34179.7). Once a successor agency receives a finding of completion, the successor agency may request that loan agreements entered into between the former redevelopment agency and city be deemed to be enforceable obligations, provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes (H&S §34191.4(b)).
- H. The City Council desires to adopt this Resolution adopting Payment Schedule No. 2 relating to the Low and Moderate Income Housing Set-Aside Deferred Loan.

Section 2. The City Council adopts Payment Schedule No. 2 relating to the Low and Moderate Income Housing Set-Aside Deferred Loan attached as Attachment "1" to this Resolution and incorporated by reference.

Section 3. *Authorization.* The officers and staff of the Successor Agency are authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including providing documents associated with Payment Schedule No. 2 to the Oversight Board, Department of Finance, County Controller, and (if applicable) State Controller. The City Manager, or designee, is the official whom the Department of Finance may make requests for review in connection with the payment schedule.

Section 4. *Amendment.* The payment schedule may be amended from time to time at any public meeting of the City Council.

Section 5. *Environmental Determination.* This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an

organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

Section 6. *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Successor Agency and applicable law. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

Section 7. *Summaries of Information.* All summaries of information in the findings, which precede this Section, are based on the substantial evidence in the record including, without limitation, verbal and documentary evidence submitted to the Successor Agency. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

Section 8. The Secretary is directed to certify the adoption of this Resolution; record this Resolution in the book of the Successor Agency's original resolutions; and make a minute of the adoption of the Resolution in the Successor Agency's records and the minutes of this meeting.

Section 9. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 19 day of February, 2014.

Anthony Wong, Mayor

ATTEST:

Vincent D. Chang, Secretary

I HEREBY CERTIFY that the above and foregoing resolution was duly passed and adopted by the Successor Housing Agency to the Monterey Park Redevelopment Agency at its regular meeting held on February of 19, 2014, by the following vote, to wit:

AYES;
NOES;
ABSENT:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

Repayment Schedule No. 2

**LOW/MOD HOUSING DEFERRED LOAN
ANNUAL REQUIRED PAYMENTS**

FY	Merged	Atlantic/Garvey	Total
2018-2019	250,000.00	250,000.00	500,000.00
2019-2020	250,000.00	250,000.00	500,000.00
2020-2021	93,111.00	93,111.00	186,222.00
	593,111.00	593,111.00	1,186,222.00



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-A.**

TO: Paul L. Talbot, City Manager
FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller
SUBJECT: Warrant Register for the City of Monterey Park of
February 19, 2014

RECOMMENDATION:

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 **February 19, 2014 totaling \$915,084.95** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 297059-297294.

BACKGROUND:

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.

FISCAL IMPACT:

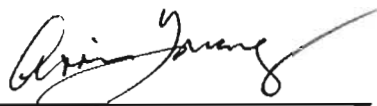
Disbursements from all funds total **\$915,084.95**

Respectfully submitted:



Chu Thai
Director of Management Services

Prepared by:



Annie Yaung, CPFO
Controller

Approved By:



Paul L. Talbot
City Manager

Attachments: Warrant Register

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
19TH DAY OF FEBRUARY 2014
TOTALING \$915,084.95 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	\$ 285,481.98
State Gas Tax Fund	1,003.31
Sewer Fund	224.01
Refuse Fund	413,772.36
City Shop Fund	32,928.08
General Liability Fund	35,811.67
Technology Internal Service Fund	45.39
Payroll Clearing Account	8,406.03
Public Safety Impact Fee	102.88
Special Deposits Fund	4,618.84
Business Improvement Area #1	793.81
Workers Comp. Fund	4,875.00
Water Fund	41,850.35
Water Treatment Fund	7,053.86
OPA Proposition A	12,761.05
Measure R Fund	2,287.17
Library Tax Fund	686.67
POST	(466.64)
Home Housing Program	10,973.84
Recreation Fund	799.00
Asset Forfeiture	28,380.14
Maintenance District 93-1	13,344.17
Prop A - Per Parcel Grant	750.00
Maintenance Grant (075)	5,799.80
ELAC Instructional Serv Prog	450.00
City/Housing Successor Agency	2,352.18
 TOTAL	 <u>\$ 915,084.95</u>

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF FEBRUARY 2014.

 Anthony Wong, Mayor
 City of Monterey Park, California

ATTEST

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

RESOLUTION NO.

Page 2

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 19th day of February 2014 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 02/19/2014

5

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCOUNTTEMPS	0010-801-1403-31950	356.66	TEMPORARY STAFFING SERVICES		297074	356.66
AT & T	0092-801-4222-32050	112.49	PHONE SERVICE		297059	
	0022-801-4206-32050	603.67	PHONE SERVICE		297059	
	0010-801-3112-32050	248.05	PHONE SERVICE		297059	964.21
	0010-801-3113-32050	40.91	PHONE SERVICE		297060	40.91
AT & T MOBILITY (DBA)	0010-801-3230-32050	105.02	FIRE EOC SATELLITE PHONE		297075	105.02
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	226.66	WATER SERVICE		297076	226.66
CHARTER COMMUNICATIONS	0010-801-3201-32050	556.64	INTERNET/CABLE SERVICE		297077	556.64
	0075-450-0075-08550	95.16	INTERNET/CABLE SERVICE (TRUST)		297061	
	0010-801-6502-32050	75.32	INTERNET/CABLE SERVICE		297061	
	0010-801-6502-32050	77.52	INTERNET/CABLE SERVICE		297061	248.00
CPFIT	0065-464	552.00	FIRE LTD INSURANCE		297078	552.00
DIRECTV, LLC	0010-801-3230-32050	158.97	EOC SERVICES		297079	158.97
ELAC CLASSIFIED SOCIAL ASSOC	0075-450-0075-08110	200.00-	VOID CHECK		296883	
	0075-450-0075-08110	200.00-	VOID CHECK		296883	400.00-
	0075-450-0075-08110	200.00	REFUND FIREWORKS DEPOSIT-TRUST		297080	200.00
ELAC WOMEN'S SOFTBALL	0075-450-0075-08110	200.00	REFUND FIREWORKS DEPOSIT-TRUST		297081	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						200.00
EMMANUEL DURAN AND HIS ATTORNEYS,	0062-801-5101-35650	21,000.00	CLAIM SETTLEMENT		297062	21,000.00
SHANNON FILES	0010-801-3230-32200	100.00	FIRE AQMD FLYERS		297082	
	0010-801-3230-22750	185.20	FIRE AQMD FLYERS		297082	285.20
HAMPTON INN & SUITES MORENO VALLEY	0136-801-3101-33250	307.80-	VOID CHECK		296510	307.80-
MITCHELL ING	0010-801-1101-39400	115.36	ICA SEMINAR		297083	115.36
ROBERT JULIAN	0136-801-3101-33250	60.00-	VOID CHECK		296522	60.00-
MARK KHAIL	0010-801-3210-38400	110.00	FIRE-STRIKE TEAM REIMBURSEMENT		297084	110.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	385.00	GROUP TRAINING		297063	385.00
LOS ANGELES AREA FIRE CHIEFS'	0349-801-3201-39400	450.00	FIRE MEMBERSHIP		297085	450.00
LOS ANGELES COUNTY POLICE	0160-801-3101-39400	300.00	POLICE CHIEF'S CONFERENCE		297086	300.00
MANUEL A. & BESSIE M. GARCIA	0062-801-5101-35650	150.00	CLAIM SETTLEMENT		297064	150.00
MONTEREY PARK PETTY CASH	0010-801-3210-24300	32.69	PETTY CASH-SUPPLIES		297087	
	0010-801-3230-21350	29.40	PETTY CASH-SUPPLIES		297087	
	0010-801-3210-24300	15.24	PETTY CASH-SUPPLIES		297087	
	0010-801-3230-21350	9.80	PETTY CASH-SUPPLIES		297087	
	0010-801-4202-23950	9.33	PETTY CASH-KEYS		297087	
	0010-801-1101-39250	75.00	PETTY CASH-SUPPLIES		297087	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0092-801-4223-23900	20.35	PETTY CASH-REFRESHMENTS		297087	
	0092-801-4212-21350	4.86	PETTY CASH-CLEANING SUPPLIES		297087	
	0022-801-4206-24100	13.39	PETTY CASH-KEYS		297087	
	0010-801-3120-39700	42.83	PETTY CASH-REFRESHMENTS		297087	
	0075-450-0075-08550	58.03	PETTY CASH-SUPPLIES (TRUST)		297087	
	0010-801-3210-22750	29.20	PETTY CASH-REFRESHMENTS		297087	
	0152-801-2206-38650	46.00	PETTY CASH-RECORDING FEE		297087	
	0010-801-6505-23910	65.40	PETTY CASH-SUPPLIES		297087	
						451.52
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297065	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297066	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297067	
						190.00
GUNNAR NELSON	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297068	
						190.00
	0010-801-3210-22150	147.70	FIRE-CLEANING SUPPLIES		297088	
						147.70
NEXTEL COMMUNICATIONS	0010-801-1408-32050	168.01	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-1701-32050	48.35	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-1702-32050	119.50	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-1703-32050	39.53	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-1801-32050	56.93	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-3112-32050	1,457.98	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-3205-32050	66.45	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-4209-32050	572.88	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-4212-32050	337.00	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-6001-32050	54.38	12/13-1/11/14 WIRELESS DATA		297089	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEXTEL COMMUNICATIONS	0010-801-6502-32050	133.92	12/13-1/11/14 WIRELESS DATA		297089	
	0010-801-6517-32050	196.45	12/13-1/11/14 WIRELESS DATA		297089	
	0060-801-4211-38400	16.57	12/13-1/11/14 WIRELESS DATA		297089	
	0092-801-4221-32050	161.64	12/13-1/11/14 WIRELESS DATA		297089	
	0092-801-4222-32050	179.05	12/13-1/11/14 WIRELESS DATA		297089	
	0092-801-4223-32050	303.37	12/13-1/11/14 WIRELESS DATA		297089	
	0109-801-6511-31180	217.05	12/13-1/11/14 WIRELESS DATA		297089	
	0092-801-1408-32050	262.98	12/13-1/11/14 WIRELESS DATA		297089	
						4,392.04
PACIFIC SYSTEMS ELECTRIC INC	0060-801-4211-31950	3,651.00	FLEET VAPOR RECOVERY SYSTEM	80479	297069	
						3,651.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	12.98	POSTAGE		297090	
	0010-801-1403-32200	187.90	POSTAGE		297090	
	0010-801-1406-32200	151.45	POSTAGE		297090	
	0010-801-1407-32200	6.74	POSTAGE		297090	
	0010-801-1701-32200	97.13	POSTAGE		297090	
	0010-801-1702-32200	206.31	POSTAGE		297090	
	0010-801-1703-32200	0.96	POSTAGE		297090	
	0010-801-1801-32200	74.48	POSTAGE		297090	
	0010-801-1802-32200	27.62	POSTAGE		297090	
	0010-801-3101-32200	37.53	POSTAGE		297090	
	0010-801-3102-32200	31.16	POSTAGE		297090	
	0010-801-3104-32200	11.12	POSTAGE		297090	
	0010-801-3111-32200	2.30	POSTAGE		297090	
	0010-801-3113-32200	22.40	POSTAGE		297090	
	0010-801-3114-32200	85.54	POSTAGE		297090	
	0010-801-3120-32200	33.60	POSTAGE		297090	
	0010-801-3205-32200	84.44	POSTAGE		297090	
	0010-801-3210-32200	26.51	POSTAGE		297090	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-6001-32200	61.78	POSTAGE		297090	
	0010-801-6502-32200	63.47	POSTAGE		297090	
	0043-801-1201-32200	11.08	POSTAGE		297090	
	0043-801-4208-32200	3.59	POSTAGE		297090	
	0043-801-4212-32200	42.87	POSTAGE		297090	
	0060-801-4211-32200	0.46	POSTAGE		297090	
	0075-450-0075-09230	62.67	POSTAGE (TRUST)		297090	
	0092-801-4220-32200	24.02	POSTAGE		297090	
						1,370.11
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	196.00-	VOID CHECK		296580	
						196.00-
RUSSELL SALINAS	0136-801-3101-33250	150.00-	VOID CHECK		296583	
						150.00-
SOUTHERN CALIFORNIA EDISON CO.	0176-801-4207-36100	315.00	POWER POLES RENTAL		297071	
						315.00
	0077-801-1111-31950	583.44	ELECTRICITY-BID HOLIDAY LIGHT		297070	
						583.44
THE STANDARD	0065-464	3,885.98	LTD INSURANCE		297091	
						3,885.98
PAUL TALBOT	0010-801-1201-39400	115.36	ICA SEMINAR		297092	
						115.36
UNITED STATES POST OFFICE	0092-801-4221-32200	10,000.00	WATER BILLS POSTAGE		297093	
						10,000.00
VERIZON WIRELESS	0092-801-4222-32050	152.10	WIRELESS DATA SERVICE		297072	
	0160-801-3115-38400	38.03	WIRELESS DATA SERVICE		297072	
						190.13
VILLACORTA PACIFIC CONSTRUCTION, INC	0152-801-2206-38650	10,196.10	HOUSING REHAB-1764 BLUESTONE	80482	297094	
						10,196.10
VISION SERVICE PLAN-CA	0065-466	2,846.55	VISION PLAN		297095	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,846.55
WHITTIER POLICE DEPARTMENT	0075-450-0075-08420	500.00	POLICE EXPLORER CAMP (TRUST)		297073	500.00
ANTHONY WONG	0010-801-1101-39400	115.36	ICA SEMINAR		297096	115.36
CHESTER S YOSHIZAKI	0010-801-1704-31950	4,875.00	CONSULTANT		297097	4,875.00
						69,686.12
	TOTAL FOR PREPAID WARRANTS					

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A.J. FISTES CORPORATION	0010-801-5004-96037	2,280.25	PAINT CITY HALL & PARKING	80309	297098	3,695.25
	0010-801-5004-96037	1,415.00	PAINT CITY HALL & PARKING	80455	297098	
ACCELA INC	0010-450-1703-02520	1,884.00	BUILDING-SYSTEM MAINTENANCE	80295	297099	2,749.50
	0010-450-1703-02520	865.50	BUILDING-SYSTEM MAINTENANCE	80295	297099	
ADVANCE PEST TERMITE CONTROL	0010-801-3210-22750	35.00	PEST CONTROL	80220	297100	757.00
	0010-801-3210-22750	42.00	PEST CONTROL	80220	297100	
	0010-801-3210-22750	47.00	PEST CONTROL	80220	297100	
	0010-801-6507-31160	30.00	PEST CONTROL	80327	297100	
	0010-801-6505-38250	42.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	38.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	42.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	53.00	PEST CONTROL	80327	297100	
	0010-801-6517-38100	47.00	PEST CONTROL	80327	297100	
	0010-801-6507-31160	30.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	42.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	38.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	42.00	PEST CONTROL	80327	297100	
	0010-801-6502-38250	53.00	PEST CONTROL	80327	297100	
	0010-801-6517-38100	47.00	PEST CONTROL	80327	297100	
	0010-801-3113-38100	39.00	PEST CONTROL	80103	297100	
	0010-801-3113-38100	30.00	PEST CONTROL	80103	297100	
	0010-801-3113-38100	30.00	PEST CONTROL	80103	297100	
	0010-801-3113-38100	30.00	PEST CONTROL	80103	297100	
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	45.00	DMV/DOT PHYSICAL		297101	45.00
AGENCIES TOOL CENTER	0060-801-4211-24100	234.65	FLEET TOOLS	80000	297102	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						234.65
AIRGAS	0092-801-4222-23700	459.05	WATER SUPPLIES	80184	297103	459.05
ALHAMBRA CJD, LLC	0060-801-4211-23500	146.33	FLEET PARTS UNIT 078		297104	146.33
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	8,204.28	CITATION PROCESSING		297105	8,204.28
GILBERT ALVAREZ	0010-801-3104-33050	108.89	REIMB INTERVIEW ARRESTEE EXP		297106	108.89
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	454.85	ELEVATOR PARTS	80117	297107	454.85
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	11.77	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	9.36	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	24.88	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	50.56	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	41.20	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	25.68	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	41.20	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	16.32	FIRE UNIFORM SERVICES	80437	297108	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297108	
						250.42
ARMCO UTILITY & VALVE BOX SOLUTIONS	0092-801-4223-24100	568.98	WATER VALVE BOX		297109	568.98
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS		297110	900.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ARTHUR J. GALLAGHER & CO.	0010-801-1802-35400	360.00	PUBLIC OFFICIAL BOND		297111	360.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	129.19	BLDG MAINT PLUMBING SUPPLIES	80119	297112	
	0010-801-4210-23300	91.87	BLDG MAINT PLUMBING SUPPLIES	80119	297112	
	0010-801-4210-23300	89.82	BLDG MAINT PLUMBING SUPPLIES	80119	297112	310.88
ATHENS SERVICES	0043-801-4208-41200	407,560.34	REFUSE COLLECTION SERVICES		297113	407,560.34
AUNTIE M CREATIVE CONSULTANTS	0010-801-1704-31860	411.00	SOUND SYSTEM RENTAL		297114	411.00
AVOCET ENVIRONMENTAL, INC.	0093-801-4225-82247	623.68	WATER QUALITY CONSULTING	80183	297115	623.68
B A B STEERING HYDRAULICS, INC	0060-801-4211-23500	34.56	FLEET PARTS UNIT 879		297116	34.56
B W GRAPHICS	0010-801-3210-21250	30.52	BUSINESS CARDS-R DEROSA		297117	
	0010-801-3210-21250	32.70	BUSINESS CARDS-R BURROUGHS		297117	
	0010-801-3210-21250	30.52	BUSINESS CARDS-C THOMPSON		297117	
	0010-801-3210-21250	32.70	BUSINESS CARDS-R TULLIUS		297117	
	0010-801-3210-21250	30.52	BUSINESS CARDS-K LEASURE		297117	
	0010-801-4212-39250	28.34	BUSINESS CARDS-J LIEU		297117	
	0010-801-1704-21250	51.23	BUSINESS CARDS-D RAMIREZ		297117	
	0010-801-6502-39250	38.15	BUSINESS CARDS-H FONG		297117	
	0010-801-6502-39250	32.70	BUSINESS CARDS-G ENRIQUEZ		297117	
	0010-801-6502-39250	32.70	BUSINESS CARDS-S MUSSER		297117	
	0010-801-6502-39250	32.70	BUSINESS CARDS-D RILLOS		297117	
	0010-801-6502-39250	34.88	BUSINESS CARDS-P LO		297117	
	0010-801-6502-39250	32.70	BUSINESS CARDS-A ARAKAWA		297117	
	0010-801-6502-39250	34.88	BUSINESS CARDS-D IKEDA		297117	
	0010-801-6502-39250	34.88	BUSINESS CARDS-LKK SANTO		297117	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
B W GRAPHICS	0010-801-6502-39250	34.88	BUSINESS CARDS-SS PARK		297117	
	0010-801-6502-39250	34.88	BUSINESS CARDS-RD TORO		297117	
	0010-801-6502-39250	34.88	BUSINESS CARDS-B LEE		297117	
	0010-801-6502-39250	34.88	BUSINESS CARDS-R SHUM		297117	
	0010-801-6001-39250	39.24	BUSINESS CARDS-K FOSTER		297117	
	0010-801-6001-39250	39.24	BUSINESS CARDS-N GILMORE		297117	
	0010-801-6001-39250	37.06	BUSINESS CARDS-B MORIN		297117	
	0010-801-6001-39250	39.24	BUSINESS CARDS-P SMITH		297117	
	0010-801-6001-39250	39.24	BUSINESS CARDS-J YU		297117	
	0077-801-1111-31950	52.32	BUSINESS CARDS-I HO		297117	
	0077-801-1111-31950	52.32	BUSINESS CARDS-G JENG		297117	
	0077-801-1111-31950	53.41	BUSINESS CARDS-J THOMPSON		297117	
	0077-801-1111-31950	52.32	BUSINESS CARDS-R KWOK		297117	
						1,054.03
BICKMORE RISK SERVICES	0062-801-5101-35100	4,875.00	INSURANCE POOL STUDY	80285	297118	
	0080-801-8301-35300	4,875.00	INSURANCE POOL STUDY	80285	297118	
						9,750.00
BOB MURRAY AND ASSOCIATES	0010-801-1801-31950	1,167.66	RECRUITMENT SERVICES		297119	
						1,167.66
BROADCAST MUSIC INC.	0075-450-0075-08610	657.00	BROADCAST MUSIC LICENSE(TRUST)		297120	
						657.00
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22720	140.00	POLICE RANGE FEE		297121	
						140.00
C.E.G. INVESTIGATIONS	0010-801-3102-31950	186.06	POLICE TRAFFIC HEARINGS		297122	
						186.06
CALIFORNIA BACKGROUND INVESTIGATORS	0010-801-3210-39300	60.00	FIRE MEMBERSHIP		297123	
						60.00
CALIFORNIA CONTRACT CITIES ASSOCIATION	0092-801-1110-39300	28.90	CCCA MEETING		297124	
						28.90

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALOX, INC	0010-801-3210-22750	29.75	FIRE MEDICAL SUPPLIES	80226	297125	
	0010-801-3210-22750	21.25	FIRE MEDICAL SUPPLIES	80226	297125	51.00
CANON SOLUTIONS AMERICA, INC	0010-801-3210-38400	528.44	COPIER MAINTENANCE		297126	528.44
CATERING BY HERACH AND ARA	0010-801-1101-33200	377.43	JOINT COUNCIL STUDY REFRESHMEN		297127	377.43
BRITTENY CHIENG	0159-701-0159-07030	127.00	REFUND RECREATION CLASS		297128	127.00
KATHY CHO	0159-701-0159-07030	50.00	REFUND RECREATION CLASS		297129	50.00
CINTAS CORPORATION	0092-801-4221-22310	57.39	WATER UNIFORMS		297130	
	0092-801-4222-22310	109.76	WATER UNIFORMS		297130	
	0092-801-4223-22310	108.03	WATER UNIFORMS		297130	
	0092-801-4221-22310	61.89	WATER UNIFORMS		297130	
	0092-801-4222-22310	114.26	WATER UNIFORMS		297130	
	0092-801-4223-22310	112.53	WATER UNIFORMS		297130	
	0092-801-4221-22310	57.39	WATER UNIFORMS		297130	
	0092-801-4222-22310	109.76	WATER UNIFORMS		297130	
	0092-801-4223-22310	108.03	WATER UNIFORMS		297130	
	0092-801-4221-22310	57.39	WATER UNIFORMS		297130	
	0092-801-4222-22310	109.76	WATER UNIFORMS		297130	
	0092-801-4223-22310	108.03	WATER UNIFORMS		297130	1,114.22
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,352.30	PARKING CITATIONS SERVICE		297131	3,352.30
CITY CLERK'S ASSOCIATION OF	0010-801-1301-39300	170.00	CITY CLERK MEMBERSHIP		297132	
	0010-801-1301-39300	70.00	CITY CLERK MEMBERSHIP		297132	
	0010-801-1301-39300	70.00	CITY CLERK MEMBERSHIP		297132	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						310.00
CITY OF GLENDALE FIRE DEPT.	0010-801-3210-32180	113,867.00	FIRE-VERDUGO DISPATCH SVCS	80227	297133	113,867.00
COME LAND MAINTENANCE COMPANY	0060-801-4211-38400	140.00	JANITORIAL SERVICE		297134	
	0060-801-4211-38400	140.00	JANITORIAL SERVICE		297134	280.00
COMMERCIAL DOOR METAL SYSTEMS, INC	0010-801-3113-38400	800.20	POLICE-DOOR REPAIR		297135	800.20
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	5,800.00	MEDIANS MAINTENANCE	80215	297136	5,800.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	12,747.74	TRAFFIC SIGNAL MAINTENANCE	80483	297137	12,747.74
DAILY JOURNAL CORPORATION	0092-801-1301-34050	277.20	LEGAL NOTICE	80291	297138	
	0092-801-1301-34050	268.80	LEGAL NOTICE	80291	297138	
	0010-801-1301-34050	180.60	LEGAL NOTICE	80291	297138	726.60
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	780.46	LEGAL FEES	80211	297139	780.46
DATA WEST CORPORATION	0092-801-4223-38400	1,050.00	SYSTEM SUPPORT	80263	297140	1,050.00
DELL MARKETING LP	0010-801-3210-24150	70.84	COMPUTER/SUPPLIES		297141	
	0092-801-4210-23050	235.87	COMPUTER/SUPPLIES		297141	306.71
LI ADAM DENG	0010-801-3101-11450	75.00	POLICE COURT TIME		297142	75.00
DEPARTMENT OF MOTOR VEHICLES	0010-801-3101-39350	183.49	POLICE VEHICLE CODE BOOKS		297143	183.49
DEPT OF TRANSPORTATION	0010-801-4206-41100	2,020.28	TRAFFIC SIGNALS & LIGHTING	80057	297144	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,020.28
DIAZ-RDC CONSTRUCTION, INC	0152-701-0152-05453	180.00	HOUSING REPAIR 341 E POMONA		297145	180.00
DUKE'S LANDSCAPING INC.	0010-801-4202-31950	349.00	GARDENING SERVICES		297146	349.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	397.96	PAINT SUPPLIES		297147	
	0010-801-4210-23100	653.44	PAINT SUPPLIES		297147	
	0010-801-4210-23100	149.13	PAINT SUPPLIES		297147	
	0010-801-4210-23100	36.77	PAINT SUPPLIES		297147	1,237.30
EMPIRE CLEANING SUPPLY	0010-801-6505-22150	1,062.82	JANITORIAL SUPPLIES		297148	
	0010-801-6517-22150	1,008.80	JANITORIAL SUPPLIES	80065	297148	
	0010-801-6502-22150	577.36	JANITORIAL SUPPLIES	80280	297148	
	0178-801-6505-22150	750.00	JANITORIAL SUPPLIES	80280	297148	
	0010-801-6503-22150	362.45	JANITORIAL SUPPLIES	80280	297148	
	0010-801-3210-22150	161.15	JANITORIAL SUPPLIES	80249	297148	
	0010-801-3210-22150	1,092.37	JANITORIAL SUPPLIES	80249	297148	5,014.95
ENTENMANN-ROVIN COMPANY (DBA)	0010-801-3103-22750	584.79	BADGE(S)		297149	584.79
WILLIAM ESTRADA	0160-801-3101-39400	80.00	POLICE TRAINING		297150	80.00
EWING IRRIGATION PRODUCTS, INC.	0093-801-4226-23300	31.92	WATER SUPPLIES	80174	297151	31.92
F.S.O.C. LLC	0160-801-5002-88550	16,629.13	POLICE TACTICAL BODY ARMORS	80375	297152	16,629.13
FEDERAL EXPRESS CORP.	0092-801-4222-31950	14.49	DELIVERY SERVICE		297153	14.49
FERGUSON, PRAET, & SHERMAN	0062-801-5101-31600	370.00	LEGAL FEES-B. TRAN		297154	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						370.00
FOOTHILL FIRE CHIEFS ASSN.	0010-801-3201-39300	85.00	FIRE MEMBERSHIP		297155	85.00
FORD OF MONTEBELLO	0060-801-4211-23500	89.18	FLEET PARTS UNIT 031	80010	297156	89.18
FOUR SEASONS CONSTRUCTION	0152-701-0152-05455	275.87	REPAIR 534 N CHANDLER		297157	
	0880-701-0880-05455	1,176.09	REPAIR 534 N CHANDLER		297157	
	0152-701-0152-05455	275.87	REPAIR 534 N CHANDLER		297157	
	0880-701-0880-05455	1,176.09	REPAIR 534 N CHANDLER		297157	2,903.92
GALL'S, INC.	0010-801-3103-22750	43.97	POLICE SUPPLIES		297158	43.97
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		297159	
	0010-801-3113-22600	24.00	PHYSICAL		297159	
	0010-801-3113-22600	24.00	PHYSICAL		297159	72.00
GARVEY EQUIPMENT COMPANY	0010-801-3210-38400	31.41	FIRE SUPPLIES	80232	297160	
	0010-801-3210-38400	43.69	FIRE SUPPLIES	80232	297160	75.10
GEORGE G BOGHOSSIAN & ASSO INC	0010-701-0010-06700	3,675.00	PLAN CHECK SERVICES		297161	3,675.00
GOVCONNECTION INC	0043-801-1404-38400	670.08	COMPUTER SUPPLIES		297162	
	0043-801-1404-38400	66.99	COMPUTER SUPPLIES		297162	
	0092-801-1404-38400	744.20	COMPUTER SUPPLIES		297162	
	0063-801-5002-99055	45.39	COMPUTER SUPPLIES		297162	1,526.66
GOVERNMENT FINANCE OFFICERS	0010-801-1403-39350	45.00	GFOA PUBLICATIONS		297163	45.00
GRAFFITI TRACKER INC	0010-801-4202-23950	130.80	GRAFFITI TRACKING SUPPLIES		297164	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						130.80
GRAINGER	0092-801-4222-23400	106.99	ELECTRICAL SUPPLIES	80167	297165	
	0092-801-4222-23400	20.79	ELECTRICAL SUPPLIES	80167	297165	
	0010-801-4210-38100	522.88	ELECTRICAL SUPPLIES	80129	297165	
	0010-801-4210-38100	2,265.23	ELECTRICAL SUPPLIES	80129	297165	
						2,915.89
ARLENE GUEVARA	0010-801-3104-33050	108.89	REIMB INTERVIEW ARRESTEE EXP		297166	
						108.89
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	73.25	FLEET PARTS	80014	297167	
	0060-801-4211-23500	38.06	FLEET PARTS	80014	297167	
	0060-801-4211-23500	44.41	FLEET PARTS	80014	297167	
	0060-801-4211-23500	1.59	FLEET PARTS	80014	297167	
	0060-801-4211-23500	44.41	FLEET PARTS	80014	297167	
	0060-801-4211-23500	7.80	FLEET PARTS UNIT 906	80014	297167	
	0060-801-4211-23500	17.99-	FLEET PARTS-CREDIT	80014	297167	
	0060-801-4211-23500	17.99-	FLEET PARTS-CREDIT	80014	297167	
						173.54
BING HAN	0010-801-3104-22310	100.00	POLICE UNIFORM REIMBURSEMENT		297168	
						100.00
HAROLD'S KEY SHOP, INC.	0010-801-3120-38400	11.99	KEY/LOCK SERVICES		297169	
						11.99
HDL COREN & CONE	0010-801-1403-31400	4,200.00	AUDIT SERVICES-PROPERTY TAX	80334	297170	
						4,200.00
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	121.00	PRE-EMPLOYMENT PHYSICALS		297171	
						121.00
HERITAGE OPERATING LP (DBA) PROFLAM	0060-801-4211-22250	280.24	FLEET PROPANE	80038	297172	
						280.24
HERNANDEZ FLOOR COVERING	0010-801-4210-38100	2,000.00	FLOOR REPAIR		297173	
						2,000.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BENANCIO HERRERA JR.	0010-801-6505-23910	236.47	LANGLEY SUPPLIES		297174	
	0075-450-0075-08550	117.72	LANGLEY SUPPLIES (TRUST)		297174	
	0010-801-6505-23910	119.62	LANGLEY SUPPLIES		297174	473.81
SHELDON HESS	0075-450-0075-08630	150.00	REFUND SECURITY DEPOSIT (TRUST)		297175	150.00
HI STANDARD AUTOMOTIVE, LLC	0060-850-4211-54050	642.66	FLEET PARTS		297176	642.66
HOME DEPOT CREDIT SERVICES	0092-801-4222-23700	412.48	HARDWARE SUPPLIES	80161	297177	
	0092-801-4210-23050	60.27	HARDWARE SUPPLIES	80133	297177	
	0092-801-4210-23050	54.71	HARDWARE SUPPLIES-CREDIT	80133	297177	
	0092-801-4223-23100	109.16	HARDWARE SUPPLIES	80161	297177	
	0092-801-4223-23100	21.76	HARDWARE SUPPLIES	80161	297177	
	0010-801-4210-23100	324.45	HARDWARE SUPPLIES	80133	297177	
	0092-801-4210-23050	58.94	HARDWARE SUPPLIES	80133	297177	
	0092-801-4210-23050	45.07	HARDWARE SUPPLIES	80133	297177	
	0092-801-4210-23050	44.58	HARDWARE SUPPLIES	80133	297177	
	0010-801-6502-31150	19.61	HARDWARE SUPPLIES	80328	297177	
	0010-801-3210-24250	912.33	HARDWARE SUPPLIES		297177	
	0060-801-4211-23500	175.83	HARDWARE SUPPLIES	80017	297177	
	0092-801-4223-23100	354.72	HARDWARE SUPPLIES	80161	297177	2,484.49
HOUSE OF PRINTING	0010-801-1101-39250	383.13	BUSINESS CARDS		297178	383.13
IDVILLE	0010-801-1801-21350	135.00	EMPLOYEE'S ID SUPPLIES		297179	135.00
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	253.59	POOL CHEMICAL	80365	297180	
	0010-801-6503-23050	287.40	POOL CHEMICAL	80365	297180	540.99

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
INTERSTATE BATTERY SYSTEMS OF	0010-801-3103-22750	251.14	POLICE SUPPLIES		297181	251.14
CLEM JANSEN	0159-701-0159-07030	35.00	REFUND RECREATION CLASS		297182	35.00
JCL BARRICADE COMPANY	0060-801-4211-22300	51.99	TRAFFIC TOOLS		297183	51.99
JHM SUPPLY INC	0010-801-6517-23300	250.62	PARKS SUPPLIES	80072	297184	215.17
	0010-801-6517-23300	8.09	PARKS SUPPLIES	80072	297184	
	0010-801-6517-23300	66.05	PARKS SUPPLIES	80072	297184	
	0010-801-6517-23300	109.59-	PARKS SUPPLIES-CREDIT	80072	297184	
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	80234	297185	3,000.00
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	80234	297185	
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	80234	297185	
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	80234	297185	
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	80234	297185	
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	80234	297185	
JSE ENVIRONMENTAL SERVICES INC	0060-801-4211-31950	2,640.00	PW-WASTE DISPOSAL SERVICE	80450	297186	2,640.00
K Y SMOG AND TEST ONLY	0060-801-4211-38400	45.00	SMOG CHECK UNIT 877	80323	297187	45.00
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	413.84	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-1404-38400	346.83	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0043-801-1404-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0092-801-1404-38400	525.50	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-1701-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-1702-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-1703-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297188	

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KNIGHT COMMUNICATIONS INC	0010-801-1801-38400	643.75	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-3115-38400	1,115.83	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-3201-38400	772.50	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0022-801-4202-38400	386.25	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0092-801-4210-38400	303.42	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0060-801-4211-38400	1,716.67	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0043-801-4212-38400	386.25	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0092-801-4220-38400	1,545.00	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0131-801-6001-38400	686.67	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0010-801-6502-38400	944.17	SYSTEM MANAGEMENT SERVICE	80214	297188	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	80087	297188	
						21,410.00
KNOWLES-MCNIFF	0010-801-1404-31700	888.16	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0043-801-1404-31700	4,433.23	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0092-801-1404-31700	4,746.89	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0010-801-3115-31700	752.50	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0010-801-3220-31700	262.49	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0092-801-4221-31700	1,243.41	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0093-801-4226-31700	266.42	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0093-801-4227-31700	310.91	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0093-801-4228-31700	266.41	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0093-801-4229-31700	248.67	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0093-801-4232-31700	266.42	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0010-801-6001-31700	1,009.74	FINANCE SOFTWARE MAINTENANCE	80213	297189	
	0093-801-4231-31700	319.75	FINANCE SOFTWARE MAINTENANCE	80213	297189	
						15,015.00
CINDY KOBAYASHI	0159-701-0159-07030	77.00	REFUND RECREATION CLASS		297190	
						77.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	695.95	FIRE TRUCK PARTS	80235	297191	

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						695.95
L N CURTIS & SONS	0010-801-3210-22300	302.68	FIRE SUPPLIES		297192	
	0010-801-3210-22300	132.89	FIRE SUPPLIES		297192	
						435.57
LANGUAGE LINE SERVICES	0010-801-3112-32050	9.40	TRANSLATION SERVICES		297193	
						9.40
LAW OFFICES OF CARPENTER & ROTHANS	0010-801-1601-31600	112.00	LEGAL SERVICE-P OSUNA		297194	
						112.00
LAWN MOWER CORNER/KNG POWER EQUIPME	0010-801-6517-22750	117.68	PARKS TOOLS		297195	
	0060-801-4211-23500	34.84	FLEET PARTS	80020	297195	
	0092-850-4211-54920	1,062.75	FLEET PARTS		297195	
	0060-801-4211-38400	80.75	FLEET PARTS	80020	297195	
						1,296.02
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	300.00	LEGAL-GENERAL		297196	
	0010-801-1601-31600	3,793.45	LEGAL-PITCHESS MOTIONS		297196	
						4,093.45
LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	825.00	FIRE PLAN CHECK	80058	297197	
						825.00
LIFE-ASSIST INC	0010-801-3220-24200	1,341.56	FIRE MEDICAL SUPPLIES	80250	297198	
	0010-801-3220-24200	368.99	FIRE MEDICAL SUPPLIES	80250	297198	
	0010-801-3220-24200	510.20	FIRE MEDICAL SUPPLIES	80250	297198	
	0010-801-3220-24200	506.73	FIRE MEDICAL SUPPLIES	80250	297198	
	0010-801-3220-22350	766.40	FIRE MEDICAL SUPPLIES	80250	297198	
						3,493.88
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	45.78	FLEET PARTS UNIT 020	80045	297199	
	0060-801-4211-23500	202.74	FLEET PARTS	80045	297199	
						248.52
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-23500	29.40	FLEET PARTS UNIT 997	80021	297200	
						29.40

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		297201	508.28
LOS ANGELES CO. SHERIFF'S	0160-801-3101-39400	445.00	POLICE TRAINING		297202	445.00
LOS ANGELES COUNTY DEPT. OF	0010-801-4206-41100	484.26	TRAFFIC SIGNAL MAINTENANCE	80054	297203	484.26
LOS ANGELES COUNTY SHERIFF'S	0010-801-3113-41100	337.54	PRISONER BOOKING	80090	297204	337.54
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	760.10	PRISONER MEALS	80089	297205	760.10
LOS ANGELES FREIGHTLINERS	0060-801-4211-23500	68.38	FLEET PARTS UNIT 906		297206	15.15
	0060-801-4211-23500	53.23-	FLEET PARTS-CREDIT		297206	
LOS ANGELES TIMES	0010-801-3113-39350	51.20	SUBSCRIPTION		297207	51.20
MAUREEN KANE & ASSOCIATES, INC	0010-801-1301-39400	1,500.00	CITY CLERK TRAINING		297208	1,500.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	83.99	WATER SUPPLIES	80156	297209	315.40
	0092-801-4222-23700	166.29	WATER SUPPLIES	80156	297209	
	0092-801-4222-24100	65.12	WATER SUPPLIES	80156	297209	
DIANA MEI	0159-701-0159-07030	90.00	REFUND RECREATION CLASS		297210	90.00
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	3,192.00	LANGLEY TAP CARD SALES		297211	12,544.00
	0109-801-6511-41200	3,304.00	LANGLEY TAP CARD SALES		297211	
	0109-801-6511-41200	2,786.00	LANGLEY TAP CARD SALES		297211	
	0109-801-6511-41200	3,262.00	LANGLEY TAP CARD SALES		297211	

12,544.00

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MIDORI LANDSCAPE INC	0344-801-5002-99290	2,790.00	LANDSCAPING MAINTENANCE	80075	297212	2,790.00
MIG	0075-450-0075-08660	183.00	ATLANTIC GARVEY PROJECT (TRUST)	80460	297213	183.00
MISSION SUPER HARDWARE	0010-801-6517-23050	12.24	HARDWARE SUPPLIES	80076	297214	
	0092-801-4223-22150	153.05	HARDWARE SUPPLIES		297214	
	0092-801-4223-23300	8.50	HARDWARE SUPPLIES		297214	
	0010-801-6517-23050	1.09	HARDWARE SUPPLIES	80076	297214	
	0010-801-3210-38400	12.77	HARDWARE SUPPLIES	80248	297214	
	0010-801-3210-38400	16.64	HARDWARE SUPPLIES	80248	297214	
	0010-801-3210-38400	35.72	HARDWARE SUPPLIES	80248	297214	
	0010-801-3210-38400	128.61	HARDWARE SUPPLIES	80248	297214	
	0060-801-4211-23500	41.45	HARDWARE SUPPLIES	80027	297214	410.07
MOBILE MINI LLC	0075-450-0075-08915	115.26	FARMERS MKT STORAGE (TRUST)		297215	115.26
MODERN TRAILER SUPPLY CO (DBA)	0092-850-4211-54100	276.16	FLEET SUPPLIES		297216	276.16
MONJARAS & WISMEYER GROUP INC	0010-801-1801-31950	50.00	PROFESSIONAL SERVICES		297217	50.00
MONTEREY CAR WASH INC	0060-801-4211-38400	708.00	CAR WASHES	80029	297218	708.00
MARY E. MORIN	0159-701-0159-07030	70.00	REFUND RECREATION CLASS		297219	70.00
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	975.00	PLUMBING SERVICES		297220	
	0010-801-4210-38100	790.00	PLUMBING SERVICES		297220	
						1,765.00
MY - I.D. IT	0075-450-0075-08500	545.00	CAR SHOW SUPPLIES (TRUST)		297221	545.00

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BONCH T. NAGATA	0010-701-0010-03650	22.00	REFUND PARKING PERMIT		297222	22.00
NATIONAL EMBLEM INC	0042-801-4204-23700	172.36	UNIFORM PATCHES		297223	172.36
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-38400	337.16	FLEET PARTS UNIT 048	80032	297224	337.16
NORMAN A TRAUB ASSOCIATES	0010-801-1801-31955	7,328.00	INVESTIGATIVE SERVICE		297225	7,328.00
O'REILLY AUTO PARTS	0060-801-4211-23500	13.63	FLEET PARTS	80471	297226	226.09
	0060-801-4211-23500	190.75	FLEET PARTS	80471	297226	
	0060-801-4211-23500	21.71	FLEET PARTS	80471	297226	
OFFICE DEPOT INC.	0010-801-3114-21350	165.18	OFFICE SUPPLIES	80097	297227	
	0010-801-3114-21350	347.84	OFFICE SUPPLIES	80097	297227	
	0043-801-4212-21250	56.17	OFFICE SUPPLIES	80055	297227	
	0043-801-4212-21250	75.20	OFFICE SUPPLIES	80055	297227	
	0043-801-4212-21250	7.85	OFFICE SUPPLIES	80055	297227	
	0043-801-4212-21250	55.38	OFFICE SUPPLIES	80055	297227	
	0160-801-5002-99314	87.09	OFFICE SUPPLIES		297227	
	0160-801-5002-99314	124.48	OFFICE SUPPLIES		297227	
	0010-801-6502-21250	46.30	OFFICE SUPPLIES	80324	297227	
	0010-801-6505-21350	70.40	OFFICE SUPPLIES	80324	297227	
	0010-801-6502-21250	76.29	OFFICE SUPPLIES	80324	297227	
	0010-801-6502-21250	62.76	OFFICE SUPPLIES	80324	297227	
	0010-801-6505-21350	60.14	OFFICE SUPPLIES	80324	297227	
	0010-801-6505-21350	26.14	OFFICE SUPPLIES	80324	297227	
	0010-801-6502-21250	109.14	OFFICE SUPPLIES	80324	297227	
	0010-801-6502-21250	27.77	OFFICE SUPPLIES	80324	297227	
	0010-801-6502-38250	67.21	OFFICE SUPPLIES	80324	297227	

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OFFICE DEPOT INC.	0010-801-1801-21350	289.78	OFFICE SUPPLIES		297227	
	0010-801-1801-21350	10.89	OFFICE SUPPLIES		297227	
	0010-801-1801-21350	2.66	OFFICE SUPPLIES		297227	
	0010-801-1802-21250	71.49	OFFICE SUPPLIES		297227	
	0010-801-1802-21350	14.81	OFFICE SUPPLIES		297227	
	0010-801-3201-21250	4.84	OFFICE SUPPLIES	80251	297227	
	0010-801-3201-21250	3.53	OFFICE SUPPLIES	80251	297227	
	0010-801-3201-21250	3.70	OFFICE SUPPLIES	80251	297227	
	0010-801-3201-21250	102.07	OFFICE SUPPLIES	80251	297227	
	0010-801-3210-21350	58.84	OFFICE SUPPLIES	80251	297227	
	0010-801-3210-21350	270.41	OFFICE SUPPLIES	80251	297227	
	0010-801-4209-21350	51.96	OFFICE SUPPLIES	80138	297227	
	0092-801-4210-23050	104.95	OFFICE SUPPLIES	80138	297227	
	0042-801-4204-22750	51.65	OFFICE SUPPLIES	80138	297227	
	0010-801-1702-21350	15.24	OFFICE SUPPLIES	80207	297227	
	0010-801-1702-24100	128.70	OFFICE SUPPLIES	80207	297227	
	0010-801-1702-21250	27.46	OFFICE SUPPLIES	80207	297227	
	0010-801-1702-21350	14.48	OFFICE SUPPLIES	80207	297227	
	0010-801-1403-22750	610.36	OFFICE SUPPLIES		297227	
						3,303.16
OFFICE SOLUTIONS	0010-801-1406-22750	58.93	OFFICE SUPPLIES	80265	297228	
	0092-801-4220-21350	450.17	OFFICE SUPPLIES	80265	297228	
						509.10
PACIFIC COAST TOOL & SUPPLY	0092-801-4223-23900	1,504.09	WATER EQUIPMENT REPAIR		297229	
						1,504.09
PETER PALOMINO	0010-801-3103-22310	300.00	POLICE UNIFORM REIMBURSEMENT		297230	
						300.00
PARAMOUNT PAINTING INC (DBA)	0010-801-5002-91541	24,930.00	LANGLEY PAINT MATERIALS	80453	297231	
						24,930.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PARKHOUSE TIRE, INC.	0060-801-4211-23500	819.17	FLEET TIRES	80035	297232	
	0060-801-4211-23500	487.08	FLEET TIRES	80035	297232	
	0060-801-4211-23500	335.70	FLEET TIRES	80035	297232	
	0060-801-4211-23500	1,427.62	FLEET TIRES	80035	297232	3,069.57
THE PHONE GUY	0010-801-4210-38100	1,252.15	VOICE/DATA CABLING		297233	1,252.15
PLATINUM ENGINEERING SOLUTIONS, INC	0092-801-4224-81990	1,100.00	WATER TOWER ANALYSIS		297234	1,100.00
PREFERRED ALLIANCE INC	0010-801-1801-31900	84.00	DRIVER TESTING		297235	84.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	297236	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	297236	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	297236	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	297236	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	297236	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	297236	
	0060-801-4211-22300	33.71	FLEET UNIFORMS	80039	297236	
	0060-801-4211-22300	33.71	FLEET UNIFORMS	80039	297236	
	0060-801-4211-22300	33.71	FLEET UNIFORMS	80039	297236	236.97
PUBLIC SAFETY TRAINING CONSULT	0136-801-3101-33250	110.00	POLICE POST TRAINING		297237	110.00
QUAN SMITH & ASSOCIATES	0062-801-5101-35650	9,416.67	CLAIM SERVICES-Z XU		297238	9,416.67
R. M. BODY SHOP	0060-801-4211-38450	116.84	FLEET REPAIR UNIT 846	80040	297239	116.84
MARGARET RAMIREZ	0075-450-0075-08895	25.00	PHOTO SERVICES (TRUST)		297240	
	0010-801-1301-31950	25.00	PHOTO SERVICES		297240	

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						50.00
PATRICIA RANGEL-ELIZONDO	0159-701-0159-07030	103.00	REFUND RECREATION CLASS		297241	103.00
RAY ALLEN MANUFACTURING LLC	0160-801-3103-22800	144.99	POLICE SUPPLIES		297242	
	0160-801-3103-22800	129.99-	POLICE SUPPLIES-CREDIT		297242	15.00
RED WING SHOE STORES	0010-801-6517-22300	230.00	SAFETY BOOTS-T FLORES		297243	230.00
RENAISSANCE	0160-801-3101-39400	182.85	POLICE TRAINING		297244	182.85
RI-TEC INDUSTRIAL PRODUCTS	0010-801-6517-23100	420.00	PARKS SUPPLIES		297245	420.00
ROBERTSON'S	0010-801-4202-22400	581.35	CONSTRUCTION SUPPLIES	80145	297246	581.35
ROCHESTER MIDLAND	0010-801-6502-31950	570.63	JANITORIAL SUPPLIES		297247	570.63
MARGARET ROMERO	0159-701-0159-07030	50.00	REFUND RECREATION CLASS		297248	50.00
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	707.37	MOTOR OIL	80041	297249	707.37
ROYCE ROLLS RINGER CO	0010-801-6517-22750	404.17	PARKS SUPPLIES		297250	
	0010-801-6517-22750	17.00	PARKS SUPPLIES		297250	421.17
RUDY CONTRERAS	0136-801-3101-33250	61.00	POLICE POST TRAINING		297251	61.00
S C FUELS (DBA)	0060-801-4211-22250	12,841.97	FUEL 1/14	80042	297252	12,841.97
SAN GABRIEL VALLEY CITY MANAGER'S	0010-801-1201-33200	30.00	SGVCMA MEETING		297253	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						30.00
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	53.31	WATER SERVICES		297254	
	0092-801-4222-36300	115.86	WATER SERVICES		297254	169.17
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	450.00	PSYCHOLOGICAL EVALUATION		297255	450.00
TERESA REAL SEBASTIAN	0010-801-1101-11100	57.00	MAYOR'S EXPENSES		297256	
	0092-801-1101-11100	43.00	MAYOR'S EXPENSES		297256	
	0043-801-1101-11100	43.00	MAYOR'S EXPENSES		297256	143.00
SHRED-IT LOS ANGELES	0010-801-3114-38400	116.38	SHREDDING SERVICES		297257	
	0010-801-3114-38400	117.54	SHREDDING SERVICES		297257	233.92
SIEMENS INDUSTRY, INC.	0071-801-3210-38400	102.88	FIRE CHEMICAL		297258	102.88
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	58.65	PLUMBING SUPPLIES	80195	297259	58.65
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	147.37	FLEET TOOLS	80043	297260	
	0060-801-4211-38400	174.45	FLEET TOOLS	80043	297260	
	0060-801-4211-38400	47.80	FLEET TOOLS	80043	297260	369.62
SOUTHEAST CONSTRUCTION PRODUCT	0092-801-4222-23700	31.10	WATER LUMBER		297261	31.10
SOUTHERN CALIFORNIA PERSONNEL	0010-801-1801-33200	237.00	HUMAN RESOURCES TRAINING		297262	237.00
THE STANDARD INSURANCE CO.	0065-464	1,121.50	EXECUTIVE PREMIUM		297263	1,121.50
STAPLES BUSINESS ADVANTAGE	0010-801-3210-38400	185.29	OFFICE SUPPLIES		297264	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
STAPLES BUSINESS ADVANTAGE	0010-801-3230-39400	279.99	OFFICE SUPPLIES		297264	465.28
STATUS ONE MEDICAL INC	0010-801-1802-22750	26.81	FIRST AID SUPPLIES		297265	26.81
SUPREME TROPHIES & GIFTS CO.	0010-801-5004-96037	498.13	PLATES		297266	534.10
	0010-801-5004-96037	5.45	PLATES		297266	
	0010-801-1101-39250	30.52	BADGES		297266	
LAN NGOC TA	0159-701-0159-07030	100.00	REFUND RECREATION CLASS		297267	100.00
LILY TA	0159-701-0159-07020	97.00	REFUND RECREATION CLASS		297268	97.00
TIRE CENTERS, LLC	0060-801-3210-38400	914.09	FIRE ENGINE TIRES	80244	297269	914.09
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22310	81.75	UNIFORM-S GREGG	80247	297270	
	0010-801-3210-22310	168.95	UNIFORM-T STARK	80247	297270	
	0010-801-3210-22310	445.81	UNIFORM-R RYSDON	80247	297270	
	0010-801-3210-22310	70.85	UNIFORM-M OLIVAS	80247	297270	
	0010-801-3210-22310	21.80	UNIFORM-R BLAKE	80247	297270	
	0010-801-3210-22310	187.48	UNIFORM-R OLIVARES	80247	297270	
	0010-801-3210-22310	147.15	UNIFORM-D CLINE	80247	297270	
	0010-801-3104-22310	185.41	UNIFORM-B HAN	80101	297270	
	0010-801-6517-22310	122.63	UNIFORM-V BALTIERA	80082	297270	
	0010-801-6517-22310	300.00	UNIFORM-F MARTINEZ	80082	297270	
	0010-801-3103-22310	51.01	UNIFORM-I FLORES	80101	297270	
	0010-801-3103-22310	62.78	UNIFORM-G SIMS	80101	297270	
	0010-801-3103-22310	185.03	UNIFORM-I FLORES	80101	297270	
	0010-801-3103-22310	34.81	UNIFORM-W LEON	80101	297270	
	0010-801-3103-22310	166.77	UNIFORM-M LOTT	80101	297270	

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TOM'S CLOTHING & UNIFORMS INC	0010-801-3101-22320	200.00	UNIFORM-D JHOHNSON	80101	297270	
	0010-801-3104-22310	9.81	UNIFORM-R SEMERENA	80101	297270	
	0010-801-3104-22310	9.81	UNIFORM-P YUNG	80101	297270	
	0010-801-3113-22310	22.07	UNIFORM-C MAZELIN	80101	297270	
	0010-801-3113-22310	147.15	UNIFORM-M BARFIELD	80101	297270	
	0010-801-3114-22310	133.41	UNIFORM-M MKRTICHIAN	80101	297270	
	0010-801-6517-22310	30.52	UNIFORM-T FLORES	80082	297270	
	0010-801-6517-22310	241.44	UNIFORM-T FLORES	80082	297270	
	0010-801-6517-22310	26.16	UNIFORM-M RAMIREZ	80082	297270	
	0010-801-3101-22320	27.25	UNIFORM-B LIN	80101	297270	
	0010-801-3112-22310	425.26	UNIFORM-V CARTER	80101	297270	
	0010-801-3112-22310	4.41	UNIFORM-V CARTER	80101	297270	
						3,509.52
TRANSTECH	0092-801-4225-82246	575.00	WATER MAIN REPLACEMENT		297271	
						575.00
TURF STAR INC	0060-801-4211-23500	80.59	FLEET PARTS UNIT 069		297272	
						80.59
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	817.33	FIRE UNIFORM CLEANING/REPAIR	80242	297273	
	0010-801-3210-38400	94.00	FIRE UNIFORM CLEANING/REPAIR	80242	297273	
	0010-801-3210-38400	190.96	FIRE UNIFORM CLEANING/REPAIR		297273	
						1,102.29
UC REGENTS	0010-801-3220-39400	2,609.06	FIRE CONTINUE EDUCATION	80245	297274	
						2,609.06
UNITED TRANSMISSION EXCHANGE INC	0060-801-3210-38400	1,308.65	FIRE-REPAIR ENGINE 62		297275	
						1,308.65
UNIVAR USA INC (CORP. HEADQUARTERS)	0093-801-4227-23300	4,719.68	WATER CHEMICAL	80470	297276	
						4,719.68
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.92	PAGING SERVICES	80269	297277	
	0092-801-4220-32050	4.74	PAGING SERVICES	80269	297277	

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USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.92	PAGING SERVICES	80269	297277	249.32
	0092-801-4220-32050	4.74	PAGING SERVICES	80269	297277	
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		297278	200.00
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	228.56	K9 SUPPLIES & SERVICE		297279	228.56
VISTA PAINT CO.	0092-801-4222-23700	127.16	PAINT SUPPLIES		297280	1,316.79
	0010-801-6517-23100	1,189.63	PAINT SUPPLIES	80083	297280	
VULCAN MATERIAL CO	0110-801-4202-23600	300.49	ASPHALT	80150	297281	2,287.17
	0110-801-4202-23600	753.15	ASPHALT	80150	297281	
	0110-801-4202-23600	485.79	ASPHALT	80150	297281	
	0110-801-4202-23600	372.39	ASPHALT	80150	297281	
	0110-801-4202-23600	375.35	ASPHALT	80150	297281	
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	428.91	ELECTRICAL SUPPLIES		297282	618.78
	0010-801-4210-23400	69.53	ELECTRICAL SUPPLIES		297282	
	0010-801-4210-23400	120.34	ELECTRICAL SUPPLIES	80151	297282	
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	22.72	FLEET PARTS	80047	297283	
	0060-801-4211-23500	11.95	FLEET PARTS UNIT 873	80047	297283	
	0060-801-4211-23500	85.67	FLEET PARTS UNIT 020	80047	297283	
	0060-801-4211-23500	61.74	FLEET PARTS	80047	297283	
	0060-801-4211-23500	210.06	FLEET PARTS UNIT 988 & 020	80047	297283	
	0060-801-4211-23500	179.59	FLEET PARTS	80047	297283	
	0060-801-4211-23500	51.42	FLEET PARTS	80047	297283	
	0060-801-4211-23500	53.62	FLEET PARTS UNIT 906	80047	297283	
	0060-801-4211-23500	97.50	FLEET PARTS	80047	297283	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	63.22	FLEET PARTS	80047	297283	
	0060-801-4211-23500	16.35-	FLEET PARTS-CREDIT	80047	297283	
	0060-801-4211-23500	32.70-	FLEET PARTS-CREDIT	80047	297283	
	0060-801-4211-23500	46.10-	FLEET PARTS-CREDIT	80047	297283	742.34
WEST COAST ARBORISTS, INC.	0344-801-5002-99290	959.30	TREE MAINTENANCE SERVICES	80085	297284	
	0176-801-6516-31190	13,029.17	TREE MAINTENANCE SERVICES	80333	297284	
	0010-801-6516-31190	563.66	TREE MAINTENANCE SERVICES	80333	297284	
	0344-801-5002-99290	2,050.50	TREE MAINTENANCE SERVICES	80085	297284	16,602.63
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	1,338.20	WATER SUPPLIES	80377	297285	
	0092-801-4223-23300	6,216.28	WATER SUPPLIES	80377	297285	
	0092-801-4223-23350	1,360.87	WATER SUPPLIES	80204	297285	8,915.35
WHITE CAP CONSTRUCTION SUPPLY	0010-801-4206-23100	50.15	STREET SUPPLIES		297286	50.15
TIM WISNIEWSKI	0136-801-3101-33250	76.16	POLICE POST TRAINING		297287	76.16
WITTMAN ENTERPRISES	0010-801-3220-31400	5,148.00	AMBULANCE BILLING SVC.	80246	297288	5,148.00
ANTHONY WONG	0010-801-1101-11100	23.00	MAYOR'S EXPENSES		297289	
	0092-801-1101-11100	17.00	MAYOR'S EXPENSES		297289	
	0043-801-1101-11100	17.00	MAYOR'S EXPENSES		297289	57.00
RITA WU	0075-450-0075-08200	1,350.00	GARDING BOND REFUND (TRUST)		297290	1,350.00
XANADU SERVICE SYSTEM	0010-801-6517-31950	1,185.00	PARKS JANITORIAL SERVICES		297291	1,185.00
XEROX CORPORATION	0010-801-6505-39250	148.88	COPIER RENTAL		297292	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

35

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
XEROX CORPORATION	0092-801-1408-38400	1,175.87	COPIER RENTAL	80261	297292	1,324.75
ZOLL MEDICAL CORPORATION	0010-801-3220-24200	156.96	FIRE MEDICAL SUPPLIES	80243	297293	
	0010-801-3220-24200	351.53	FIRE MEDICAL SUPPLIES	80243	297293	508.49
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	1,804.55	TRAFFIC SIGNS		297294	
	0010-801-4206-23800	436.82	TRAFFIC SIGNS	80153	297294	
	0010-801-4206-23800	141.82	TRAFFIC SIGNS	80153	297294	
	0010-801-4206-23800	850.20	TRAFFIC SIGNS	80153	297294	
	0010-801-4206-23800	310.09	TRAFFIC SIGNS	80153	297294	
	0010-801-4206-23800	484.52	TRAFFIC SIGNS		297294	
						4,028.00
						845,398.83
TOTAL FOR PRINTED WARRANTS						

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014

36

TOTAL FOR PREPAID WARRANTS	69,686.12
TOTAL FOR PRINTED WARRANTS	845,398.83
TOTAL WARRANTS	915,084.95
TOTAL VOID CHECKS	5
TOTAL PREPAID CHECKS	39
TOTAL CHECKS PRINTED	197
TOTAL CHECKS ISSUED	236

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014
FUND SUMMARY

37

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	12,553.76	272,928.22	285,481.98
0022	STATE GAS TAX FUND	617.06	386.25	1,003.31
0042	SEWER FUND	0.00	224.01	224.01
0043	REFUSE FUND	57.54	413,714.82	413,772.36
0060	CITY SHOP FUND	3,668.03	29,260.05	32,928.08
0062	GENERAL LIABILITY FUND	21,150.00	14,661.67	35,811.67
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	45.39	45.39
0065	PAYROLL CLEARING ACCOUNT	7,284.53	1,121.50	8,406.03
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	102.88	102.88
0075	SPECIAL DEPOSITS FUND	1,475.86	3,142.98	4,618.84
0077	BUSINESS IMPROVEMENT AREA #1	583.44	210.37	793.81
0080	WORKERS COMP FUND	0.00	4,875.00	4,875.00
0092	WATER FUND	11,447.52	30,402.83	41,850.35
0093	WATER TREATMENT FUND	0.00	7,053.86	7,053.86
0109	OPA PROPOSITION A	217.05	12,544.00	12,761.05
0110	MEASURE R FUND	0.00	2,287.17	2,287.17
0131	LIBRARY TAX FUND	0.00	686.67	686.67
0136	POST	713.80-	247.16	466.64-
0152	HOME HOUSING PROGRAM	10,242.10	731.74	10,973.84
0159	RECREATION FUND	0.00	799.00	799.00
0160	ASSET FORFEITURE	338.03	28,042.11	28,380.14
0176	MAINTENANCE DISTRICT 93-1	315.00	13,029.17	13,344.17
0178	PROP A - PER PARCEL GRANT	0.00	750.00	750.00
0344	MAINTENANCE GRANT (075)	0.00	5,799.80	5,799.80
0349	ELAC INSTRUCTIONAL SERV PROG	450.00	0.00	450.00
0880	CITY/HOUSING SPECIAL REVENUE	0.00	2,352.18	2,352.18

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 02/19/2014
FUND SUMMARY

38

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	69,686.12	845,398.83	915,084.95



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-B.**

TO: Paul L. Talbot, City Manager

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – January 2014

RECOMMENDATION It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

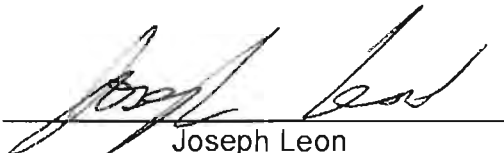
EXECUTIVE SUMMARY:

As of January 31, 2014 invested funds for the City of Monterey Park is \$75,291,542.70.

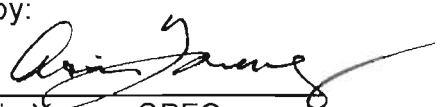
BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted,



Joseph Leon
City Treasurer

Prepared by:


Annie Young, CPFO
Controller

Approved By:


Paul L. Talbot
City Manager

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF JANUARY 31, 2014**

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT					
AMERICAN PLUS BANK	12/02/13	12/02/15	0.80%		140,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/13	03/04/14	0.60%		200,000.00
CATHAY BANK	08/14/13	08/14/14	0.80%		100,000.00
CATHAY BANK	10/07/13	10/07/14	0.80%		150,000.00
EAST WEST BANK	11/10/13	11/10/14	1.14%		250,000.00
EVERTRUST BANK	11/09/13	11/09/14	0.80%		100,000.00
EVERTRUST BANK	10/07/13	10/07/14	0.80%		150,000.00
FIRST CHOICE BANK	08/07/13	08/08/14	0.80%		240,000.00
FIRST GENERAL BANK	08/15/13	08/15/15	1.00%		240,000.00
PREFERRED BANK	06/06/13	06/06/14	0.90%		100,000.00
PREFERRED BANK	03/03/13	03/03/14	0.80%		140,000.00
TOMATO BANK, N.A.	03/04/13	03/04/14	0.80%		100,000.00
TOMATO BANK, N.A.	02/04/13	02/04/14	0.80%		140,000.00
BEAL BANK USA	12/18/13	12/16/15	0.60%		240,000.00
GE CAPITAL RETAIL BANK	09/13/13	09/13/16	1.05%		240,000.00
EVERBANK	01/16/13	01/16/15	0.70%		240,000.00
DISCOVER BANK	04/10/13	04/10/15	0.55%		240,000.00
GOLDMAN SACHS BANK USA	04/10/13	10/13/15	0.65%		240,000.00
COMENITY BANK	06/06/13	06/12/15	0.50%		200,000.00
STATE BANK OF INDIA	06/11/13	06/24/15	0.60%		200,000.00
BMW BANK NORTH AMERI	06/25/13	06/29/15	0.75%		240,000.00
AMERICAN EXPR CENT BANK	09/19/13	09/19/16	1.10%		240,000.00
TOTAL CDs (22)				5.49%	<u>4,130,000.00</u>
BANK OF THE WEST SAVINGS		ON DEMAND	0.340%	22.60%	<u>17,017,836.86</u>
LA COUNTY TREASURY POOL		ON DEMAND	0.620%	59.10%	<u>44,500,000.00</u>
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY		ON DEMAND	0.260%		9,352,758.51
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.260%		<u>290,947.33</u>
TOTAL LAIF				12.81%	<u>9,643,705.84</u>
TOTAL INVESTMENTS				100.00%	<u>\$ 75,291,542.70</u>
BANK BALANCE:					<u>\$ 2,877,394.03</u>

AVERAGE MATURITY DAYS 24

AVERAGE INTEREST RATE FOR THE MONTH 0.544%

THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.

THE FDIC INSURANCE COVERAGE LIMIT WAS PERMANENTLY RAISED TO \$250,000 ON JULY 21, 2010.

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

City of Monterey Park
Investment By Funds Per Cash Basis

FUND	DESCRIPTION	1/31/2014
0010	GENERAL FUND	\$ 20,452,703.41
0012	RETIREMENT FUND	0.00
0022	STATE GAS TAX FUND	1,644,050.55
0023	BIKE ROUTE FUND	0.00
0026	STATE TRANSP (AB2928) FUND	0.00
0028	PROP 1B-STREET IMPRVMT FUND	30,881.63
0042	SEWER FUND	867,662.51
0043	REFUSE FUND	1,874,739.47
0060	CITY SHOP FUND	1,913,485.01
0061	SEPARATION BENEFITS FUND	3,124,880.83
0062	GENERAL LIABILITY FUND	1,587,406.80
0063	TECHNOLOGY INTERNAL SERV FUND	1,069,485.17
0064	OPEB INTERNAL SERV FUND	1,500,000.00
0065	PAYROLL CLEARING ACCOUNT	227,800.56
0070	PARK FACILITIES FUND	26,615.26
0071	PUBLIC SAFETY IMPACT FEE FUND	63,518.39
0075	SPECIAL DEPOSITS FUND	2,002,628.11
0077	BUSINESS IMPROVEMENT AREA #1	253,573.46
0080	WORKERS COMP FUND	2,759,551.89
0085	PENSION LIABILITY FUND	7,842,427.00
0092	WATER FUND	14,277,483.33
0093	WATER TREATMENT FUND	9,550,084.11
0109	OPA PROPOSITION A	1,896,424.92
0110	MEASURE R FUND	1,116,871.20
0115	CFF CALIF FOUNDATION FUNDS	20,780.46
0131	LIBRARY TAX FUND	180,404.79
0132	STC STANDARDS/TRAINING/CORREC	2,240.13
0136	POST	0.00
0142	EL CIVIC EDUCATION GRANT	0.00
0150	RENTAL REHABILATION INCOME	0.00
0152	HOME HOUSING PROGRAM	0.00
0154	FEMA DISASTER FUND	0.00
0159	RECREATION FUND	0.00
0160	ASSET FORFEITURE	639,766.47
0161	CONSTRUCTION AGENCY FUND	36,170.93
0163	CAL LIBRARY LITERACY SVC GRANT	22,978.66
0165	AIR QUALITY IMPROVEMENT FUND	186,490.16
0166	PROPOSITION C	756,189.69
0169	CDBG FUND	0.00
0176	MAINTENANCE DISTRICT 93-1	195,665.31
0178	PROP A - PER PARCEL GRANT	0.00

City of Monterey Park
Investment By Funds Per Cash Basis

<u>FUND</u>	<u>DESCRIPTION</u>	<u>1/31/2014</u>
0182	PUBLIC SAFETY AUGMENTATION FND	0.00
0184	USED OIL RECYCLING BLOCK GRANT	11,540.52
0192	STATE LAW ENFORCE SVC (COPS)	112,008.37
0194	MED LIFE TRAFFIC SIGNALS FUND	64,575.27
0201	LOS ANGELES COUNTY GRANT	8,544.87
0203	CERCLA LIABILITY FUND	808,238.79
0211	ECO DEVELOP. INITIATIVE (EDI)	580,582.00
0214	BEVERAGE CONTAINER RECYCLING	58,114.36
0217	JUSTICE ASSISTANCE GRANT (JAG)	0.00
0229	BULLETPROOF VEST POLICE GRANT	4,734.38
0233	AIR QUALITY INVEST PROG GRANT	57,064.10
0255	2011 HOMELAND SECURITY GRANT	0.00
0258	URBAN AREA INITIATIVE 2010	0.00
0330	SR PEDESTRIAN & BICYCLE SAFETY	0.00
0342	SAFETEA-LU GRANT	0.00
0343	RECREATION GRANT (075)	29,513.41
0344	MAINTENANCE GRANT (075)	105,530.65
0346	ELAC CONTRIBUTIONS	3,000.84
0349	ELAC INSTRUCTIONAL SERV PROG	21,000.18
0351	CHARTER COMM TRUST GRANT	10,372.47
0352	GENERAL PLAN REVIEW TRUST	64,453.79
0354	MTA CALL FOR PROJECT GRANT	0.00
0356	LACMTA FUNDS	2,305.32
0415	PASSPORT TRUST GRANT	4,122.98
0420	EEC BLOCK GRANT	0.00
0421	ASPHALT/CONCRETE INCENTIVE	197,087.24
0422	LIBRARY AUTOMATION TRUST GRANT	3,078.38
0423	TARGET GRANT (2010)	1,526.13
0424	LOCAL HISTORY DIGITAL RESOURCE	0.00
0427	TRANSFORMING LIVES AFTER 50	0.00
0428	CA COUNCIL FOR THE HUMANITIES	0.00
0431	ASSISTANCE TO FIREFIGHTER-CITY	0.00
0435	EMERGENCY OPERATIONS CENTER	0.00
0436	DISASTER MANAGEMENT AREA C	2,500.00
0440	SUSTAINABLE COMM PLANNING	0.00
0442	RECORDS MANAGEMENT FEE TRUST	11,815.85
0445	LITERACY TRUST GRANT	5,968.25
0460	URBAN AREA INITIATIVE 2012	0.00
0880	CITY/HOUSING	693,747.84
	OUTSTANDING CHECKS	(3,692,843.50)
	TOTAL INVESTMENTS	<u>\$ 75,291,542.70</u>



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-C.**

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council approve the minutes from the regular meeting of January 15, 2014 and the special meetings of January 15, 2014, January 22, 2014, and January 28, 2014.

EXECUTIVE SUMMARY:

None.

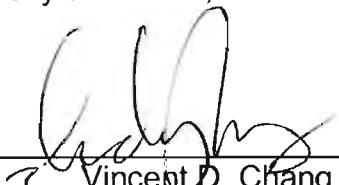
BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,


For Vincent D. Chang
City Clerk

Prepared by:


Michelle Chen
Minutes Clerk

Approved By:


Paul L. Talbot
City Manager

Attachments: January 15, 2014 (Regular), January 15, 2014 (Special), January 22, 2014 (Special), and January 28, 2014 (Joint Special)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JANUARY 15, 2014**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, January 15, 2014 at 6:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:00 p.m.

ROLL CALL:

City Manager Talbot called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

Also Present: City Manager Talbot, City Attorney Hensley

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 6:00 p.m.

1. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION - GOVERNMENT §54956.9(D)(1) - 1 CASE

Emmanuel Duran v City of Monterey Park et al, LASC No. BC506718

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE 54956.8

Property:	APN 5257015900 (City Parking Lot in Towne Centre project, Southeast Corner Garvey and Garfield Avenues)
Agency Negotiators:	Paul Talbot, City Manager; Mark Hensley, City Attorney
Negotiating Parties:	Magnus Sunhill Group, LLC
Under Negotiation:	Price and terms of payment

RECONVENE & ADJOURNMENT

The Council reconvened from Closed Session with all Council Members present at 6:45 p.m. and the meeting was adjourned.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JANUARY 15, 2014**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, January 15, 2014 at 7:00 p.m.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Human Resources Director Cody, Community and Economic Development Director Huntley, Recreation and Community Services Director Costley, City Librarian Arvizu, Interim Fire Chief Birrell, Controller Young

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot informed the council on Item No. 7, the Resolution was omitted from the staff report and a copy submitted to the City Council at this time. He informed the council of a typographical error to the agenda on Item No. 8 stating the sentence "The City has participated in a joint agreement with 42 agencies (40 municipalities, CalTrans, and County unincorporated areas) since 2009 for monitoring various contaminants" should be omitted and reported a typographical error in the agenda on Item No. 9 stating the sentence "The City has participated in a joint agreement with 42 agencies (40 municipalities, CalTrans and County unincorporated areas) since 2009 for monitoring various contaminants" was omitted from the agenda however the reports are correct.

PRESENTATIONS: Strategic Plan Update

Discussion: None. This item was not heard.

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.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri wished the council and residents a Happy New Year and announced on behalf of Family Promise of San Gabriel Valley to come enjoy dinner and music by Big Band Theory on Saturday, January 25, 2014 at Langley Senior Center from 5:30 p.m. - 9:00 p.m. Proceeds from the fundraising event will provide food, housing, and employment assistance to homeless families.
- Sarkis Antonian spoke as a concerned resident opposing the proposed project development of additional housing on Portero Grande. He also spoke of his recommendations to increase sales tax revenue in the city.
- Rita Miller spoke as a resident in support of the city's development towards restoring the Observatory dome at Garvey Ranch Park. She also spoke of her concerns and recommendations to see future city-wide park improvements and additional public access to transportation.
- Pastor Sheldon Hess spoke on behalf of St Paul Lutheran Church informing the council as one of the Family Promise of San Gabriel Valley participants, the congregation provides food, shelter and professional leadership to homeless families. He invited the council and residents to attend the Big Band Theory fundraising event to enjoy dinner and great music on January 25, 2014 at Langley Senior Center from 5:30 p.m. - 9:00 p.m.
- John Man, President of the Monterey Park Chamber of Commerce invited the council and residents to attend: (1) a educational seminar to "Get Fit for the Year" to discuss healthy lifestyles on January 22, 2014 from 11:30 a.m. - 1:30 p.m. at El Encanto and (2) the Chamber of Commerce Annual Chinese New Year dinner will be held at NBC Restaurant on February 2, 2014 from 6:00 p.m. - 9:00 p.m. Tickets are available for \$45.00 for members and \$55.00 for non-members. Reservations made before January 31, 2014 will receive a \$5.00 discount. He thanked the City Council for their continued support and wished the residents a Happy Lunar New Year.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1 - 2

1. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JANUARY 2, 2014 AND JANUARY 15, 2014

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

See Successor Agency minutes.

2. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT AS OF DECEMBER 2013

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

See Successor Agency minutes.

This is the end of Successor Agency (SA) items.

CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEM NOS. 3 - 9

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: Council Members approved and adopted Item Nos. 3 - 9, except for Item Nos. 7 & 8 which was pulled and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Chan, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JANUARY 2, 2014 AND JANUARY 15, 2014

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11624** allowing certain claims and demands per Warrant Register dated **January 15, 2014 totaling \$1,629,436.41** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11624, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **January 15, 2014 totaling \$1,629,436.41** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. INVESTMENT REPORT AS OF DECEMBER 2013

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council received and filed the investment report as of December 2013 on Consent Calendar.

5. FACILITY AGREEMENT - WEST SAN GABRIEL VALLEY BOYS AND GIRLS CLUB

This is a proposed extension of an agreement between the City and the West San Gabriel Valley Boys and Girls Club to utilize parking spaces for a fee.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, to license the West San Gabriel Valley Boys and Girls Club to utilize up to nine City of Monterey Park Civic Center parking spaces for a period of two years, at the fee of \$100 per year on Consent Calendar.

6. LEASE A PORTION OF THE SERVICE CLUB TO THE LIONS CLUB/WHITE CANE DAY INC.

The is a proposed additional extension of an agreement with the Lions Club/White Cane Days Inc. to lease a portion of the Service Club.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, to extend the current lease rate of \$160 per month for two years, beginning February 1, 2014 between the City of Monterey Park and the Lions Club of Monterey Park along with White Cane Day, Inc. on Consent Calendar.

7. REPLACEMENT OF THE OBSERVATORY DOME AT GARVEY RANCH PARK

The Los Angeles Astronomical Society has secured a grant from Metabolic Studio to replace the Observatory dome at Garvey Ranch Park. Staff is recommending that the City Council take action to solicit bids for removing the old dome and installing a new one.

This item was pulled for separate discussion.

Action Taken: City Manager Talbot reported that the proposed resolution to be approved by council tonight was not attached to the staff report and a copy has been provided to the council stating "A resolution approving the solicitation of bids to purchase and install a new observatory dome at Garvey Ranch Park Pursuant to Government codes § 830.6 and establishing a project payment account." The City Council adopted **Resolution No. 11625** to solicit bids for the removal of the old dome and installation of the new dome at Garvey Ranch Park.

Resolution No. 11625 , entitled:

A RESOLUTION APPROVING THE SOLICITATION OF BIDS TO PURCHASE & INSTALL A NEW OBSERVATORY DOME AT GARVEY RANCH PARK PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

Motion: Moved by Council Member Liang and seconded by Mayor Pro Tem Wong, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

8. 2012 - 2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Each year the City prepares a comprehensive annual financial report (CAFR) to provide the information of the City's financial activities for that year. The City has participated in a joint agreement with 42 agencies (40 municipalities, Caltrans and County unincorporated areas) since 2009 for monitoring various contaminants. The Monterey Park Municipal Code requires an audited annual financial report be submitted to the City Council for review and consideration.

This item was pulled for separate discussion.

Action Taken: City Manager Talbot reported a typographical error to the agenda stating the sentence "The City has participated in a joint agreement with 42 agencies (40 municipalities, CalTrans, and County unincorporated areas) since 2009 for monitoring various contaminants" should be omitted. The City Council received and filed the City's 2012-2013 Comprehensive Annual Financial Report.

Motion: Moved by Council Member Chan and seconded by Mayor Pro Tem Wong, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

9. EXTENSION OF COORDINATED MONITORING PROGRAM FOR METALS TMDL

Regional Water Quality Control Board requires all cities to participate in a monitoring plan to measure various contaminants, including metals. Staff is recommending the City Council approve a new agreement that would extend the joint monitoring program to 2016.

Action Taken: City Manager Talbot reported a typographical error in the agenda stating the sentence "The City has participated in a joint agreement with 42 agencies (40 municipalities, Caltrans and County unincorporated areas) since 2009 for monitoring various contaminants" was omitted from the agenda however the reports are correct. The City Council (1) authorized the City Manager to execute a Memoranda Of Agreement, in a form approved by the City Attorney, with the Gateway Council of Governments and (2) appropriated \$3,264 for FY 2014 to participate in the Coordinated Monitoring Program (CMP) for Metals TMDL and an amount no more than a ten percent

increase for the following years up to FY 2016 should the Agreement be extended on Consent Calendar.

PUBLIC HEARING

Mayor Real Sebastian opened the public hearing at 7:38 p.m. and continued the public hearing to the next regular council meeting on February 5, 2014.

10. GENERAL PLAN AMENDMENT (GPA13-01) AND DEVELOPMENT AGREEMENT (DA-13-01) TO CONSTRUCT A NEW SIX-UNIT AFFORDABLE HOUSING DEVELOPMENT PROJECT – 236 SOUTH RAMONA.

This matter was noticed for tonight's Council Meeting; however, due to on-going negotiations with the developer, it will be continued to February 5, 2014.

Action Taken: The City Council continued this matter until February 5, 2014 to allow for additional time to conduct further research and gather information.

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Chan, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

PUBLIC HEARING

Mayor Real Sebastian opened the public hearing at 7:42 p.m. and closed the hearing at 9:42 p.m.

11. AN APPEAL (AP-13-01) OF THE PLANNING COMMISSION'S APPROVAL OF A CONDITIONAL USE PERMIT (CU-13-02) TO ALLOW A PRIVATE MIDDLE SCHOOL WITH EXTENDED CHILD DAY CARE WITHIN AN EXISTING ASSEMBLY USE BUILDING -- 133 EAST GRAVES AVENUE

The applicant, John F. Page of Meher Montessori School applied for a Conditional Use Permit to allow the operation of a private middle school with extended child day care for the students within an existing assembly building. The application was approved by the Planning Commission on November 12, 2013. An appeal application to overturn the Planning Commission's determination was filed on November 21, 2013.

Public Speakers:

- Samantha Gonzalez, Sofia Martinez, Nicholas Stratacos and Andrew Tran, addressed the council as the 4 current Meher Montessori Middle School students stating their recommendations in favor of the proposed Middle School.
- Erick Weiss spoke in favor of the proposed middle school stating that "Meher

Montessori is a enrichment to the community that supports academic and developmental thoughtful students for our future." He encouraged that the "council have great pride of Meher Montessori's 40-year history in the city and have faith in their future."

- Nancy Arcuri spoke against the proposed project stating her concerns of the current traffic nightmare and additional potential traffic hazards that may occur.
- Roshan Bhakta spoke in favor of the proposed Middle School stating that it promotes education and will provide opportunities for the children in the community. He stated that "education is a great gift to give for our children, community and country."
- John Page, Founder and Executive Director of Meher Montessori School spoke briefly of the history and timeline of the proposed project to open a Middle School at St. Gabriel Episcopal Church. He stated his concerns of the fears, lies, and hysteria created by the protest organizers to overturn the Planning Commission's decision and that the proposed school would have an almost immeasurable impact as reported by the city-approved traffic study.
- Adela Munoz spoke as a Meher Montessori administrator for 20 years stating her concerns to the lies and hysteria created by the appeal and protest organizers. She encouraged the council to make a decision based upon facts supporting the city's staff report approving the proposed Middle School.
- Jadene M.W. Tamura spoke as a long-time resident and parent of 2 Meher Montessori students to share with the council and residents of her family's story with Meher Montessori School. She expressed her concerns of the hysteria and lies circulating by the protest organizers stating that the Meher Montessori families are not a threat to the community but a group of parents who wish to continue their children's Montessori education.
- Michelle Jolliffe-Gonzalez spoke in favor of the proposed project as a parent to one of the current Meher Middle School students recommending that the council continue her children's Montessori education at Meher Montessori.
- Edward Brogan spoke as a long-time resident stating his opposition of the proposed school due to the current mitigated traffic congestion, potential safety hazards and pedestrian safety.
- Dr. James Padgett stated he supports the Montessori education as an educator however opposes the proposed location for Meher Montessori Middle School. He expressed his concerns of the current mitigated traffic congestion and pedestrian safety.
- Joy Rowe spoke against the proposed project stating it is her educated opinion that the proposed location of the school is an invitation to tragedy. She informed the council that her concerns of the proposed Middle School has nothing to do with the quality of education Meher Montessori School can provide but everything

to do with the safety of the community and residents.

- Daniel Kamei spoke as a long-time resident against the proposed project stating his concerns of the mitigated traffic congestion and recommending the council to preserve the city's public school system and evaluate the significance of the petition signed by over 350 residents to overturn the Planning Commission's decision.
- Joe Reichenberger introduced himself as the appellant with a background as a professional Engineer, he is challenging the Planning Commission's determination of the proposed Meher Middle School stating: (1) The project is not categorically exempt under the California Environmental Act; (2) To be considered Categorical Exempt, there should be a Notice of Exemption prepared; (3) The Traffic Study prepared by KOA Corporation and reviewed and approved by Public Works did not take into account the unique nature of a school pick-up and drop-off activity and its impact on the already impacted street; (4) Traffic and pedestrian safety mitigation measures are recommended to be implemented, which support the contention that the project is not categorically exempt; (5) A flawed pedestrian route map is a condition of approval; and (6) Traffic and circulation impacts were ignored.
- Nathan Shimizu stated that the proposed project is a "common sense issue" and spoke of his concerns against the proposed location of the Middle School. He presented to the council a brief slideshow of photos taken at the proposed site location of the Middle School addressing the traffic and mitigated congestion and potential traffic hazards.
- Pat Reichenberger spoke as a long-time resident and former Mayor against the proposed location for a new Middle School. She stated her concerns for the traffic condition and the mitigated noise and proximity to the immediate neighbors of the proposed middle school.
- Laverne Guerrero spoke as a resident and teacher at Repetto Elementary stating her concerns against the hilly geographic condition, mitigated traffic and pedestrian safety hazards of the proposed location of the project.
- Nicole Bravo spoke as a resident against the proposed school stating she supports education but opposes the location due to the traffic congestion and safety hazards. She submitted a DVD video to the City Clerk that was received, filed and distributed to the council.
- Steve Inzunza spoke as a resident and concerned parent stating his opposition to the proposed location for Meher Middle School. He stated his support to the previous speakers concerns that this is a common sense issue and the current traffic and safety hazards create a dangerous condition.
- Jocielly Aure spoke as a resident within the proximity of the proposed project stating her support for the proposed site of the Meher Middle School.
- Arturo Chavez spoke in favor of the proposed middle school stating his daughter

formerly attended Meher Montessori and resident recommending the council make a decision based on the evidence submitted and approve staff's recommendations presented to the council stating there is no measureable impact.

- Artemisa Zamora spoke in favor of the proposed middle school stating the traffic and mitigated concerns presented to the council were there before and will not be resolved if the permit is denied. She spoke of advocating for a better city for Monterey Park and for the students of Meher Montessori.
- Cesar Escamilla spoke in favor of the proposed middle school informing the council that as a new parent to Meher Montessori there is no chaos when dropping his son at school.
- John Chu spoke against the proposed middle school stating he supports education and Meher Montessori but opposes the proposed location due to the proximity and morning rush to Repetto Elementary and the mitigated traffic on Graves Avenue and the pedestrian safety hazards.
- Beatriz Playa-Garza spoke as a licensed attorney and single parent to 2 children stating that due process has been met and recommended that the council approve the proposed project. She recommended that the residents and city move forward to work together to form a resolution in resolving the traffic problem.
- City Clerk Chang reported and read aloud a written communication letter received from Seyfarth Shaw LLP on behalf of Jadene M.W. Tamura "respectfully requesting that the Monterey Park City Council affirm the decision of the Planning Commission and deny the appeal of the Project" that was received, distributed and filed.
- City Clerk Chang reported and read aloud written communication letters received from Mike Palos, Yahya Chan, Micky Kwan, and Francis A. Dendes opposing the proposed middle school stating traffic and mitigated noise concerns and pedestrian safety that was received, distributed, and filed.

Action Taken: City Attorney Hensley advised the council that after considering the factual findings and evidence submitted into the record, the proposed Conditional Use Permit (CU-13-02) meets the MPMC 21.32.020(B) guidelines as stated in the resolution: (1) The Project site is adequate in size, shape, and topography for the proposed use; (2) The Project site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use; (3) The Project conforms with all the requirements of the General Plan and zoning regulations; (4) The Project will not have an adverse effect on the use, enjoyment or valuation of property in the neighborhood in which it is proposed and (5) The Project will not have an adverse effect on the public health, safety, and general welfare. City Attorney Hensley also reported that written communications have been received and distributed to the council and copies made available to the public. The City Council (1) opened the public hearing, received documentary and testimonial evidence and closed

the public hearing and (2) continued this item to the March 5, 2014 Regular City Council Meeting and directed staff to review the drop-off schedule and traffic mitigation factors.

Motion: Moved by Mayor Pro Tem Wong and seconded by Mayor Real Sebastian, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

The City Council recessed at 10:40 p.m. and reconvened at 10:50 p.m. with all council members present.

12.URGENCY ORDINANCE AND "REGULAR" ORDINANCE ADOPTING BY REFERENCE AND AMENDING THE 2013 CALIFORNIA CODES

Health & Safety Code § 17958 requires local governments to adopt the most recent editions of the California Building Standards Code ("CBSC"). The 2013 CBSC became effective statewide on January 1, 2014.

Action Taken: The City Council (1) opened the public hearing, considered evidence received during the hearing, and adopted **Ordinance No. 2102** upon a 4/5 vote for the reasons set forth in the draft ordinance as amended to include the council's correction to Section 3310.1.2(5) that No "Safe and Sane" fireworks, as defined in the California State Fireworks Law, will be sold or offered for sale at retail within the city, except from 12:00 noon on June 28 to 11:00 p.m. on July 4 of each year" and amended Section 3310.1.2 per council's direction to reduce the maximum number of permits which may be issued to the Sale of "Safe and Sane" fireworks, from 25 to 20 during any one calendar year. Mayor Real Sebastian informed the council of her objections and stated "she reserves strongly that the maximum number of permits issued of 25 should be reduced to be 15 during any one calendar year." The City Council directed staff to provide a copy of each applicant's 2013 fireworks profit statements for the council's review.

Ordinance No. 2012, entitled:

AN URGENCY ORDINANCE ADOPTING THE 2013 EDITIONS OF THE CALIFORNIA MODEL CODES, MAKING CERTAIN AMENDMENTS BASED UPON LOCAL CONDITIONS, AND AMENDING THE MONTEREY PARK MUNICIPAL CODE TO REFLECT SUCH CHANGES

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Chan, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Action Taken: The City Council introduced and waived the **Ordinance - 1st Reading** and scheduled a public hearing for February 5, 2014.

Ordinance - 1st Reading, entitled:

AN URGENCY ORDINANCE ADOPTING THE 2013 EDITIONS OF THE CALIFORNIA MODEL CODES, MAKING CERTAIN AMENDMENTS BASED UPON LOCAL CONDITIONS, AND AMENDING THE MONTEREY PARK MUNICIPAL CODE TO REFLECT SUCH CHANGES

Motion: Moved by Mayor Pro Tem Wong and seconded by Council Member Chan, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council extended the City Council meeting to 11:30 p.m.

Motion: Moved by Mayor Real Sebastian and seconded by Mayor Pro Tem Wong, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

NEW BUSINESS

None.

UNFINISHED BUSINESS

None.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

13.A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK URGING THE CONGRESS OF THE UNITED STATES TO ISSUE AT ONCE A FORMAL APOLOGY TO THE CHINESE AND CHINESE-AMERICANS FOR THE CHINESE EXCLUSION ACT OF 1882 (Requested by Mayor Real Sebastian)

Action Taken: The City Council adopted **Resolution No. 11626** urging the Congress of the United States to issue at once a formal apology to the Chinese and Chinese-Americans for the Chinese Exclusion Act of 1882 and to include Council Member Liang's amended recommendations stating "Whereas the City of Monterey Park recognizes and commends the valiant efforts by members of the 1882 Project, Chinese American Citizens Alliance (CACA), OCA, Committee of 100, Japanese American Citizens League and the National Council of Chinese Americans, along with the former

Monterey Park Mayor and now Congresswoman Judy Chu and United States Senator Scott Brown, which resulted in the unanimous support of both Senate and Congressional Expressions of Regret for the Chinese Exclusion Act of 1882. SR 201 (2011) and HR 683 (2012)" and "Whereas an apology has yet to be issued by the Congress of the United States for the Chinese Exclusion Act of 1882."

Resolution No. 11626, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK URGING THE CONGRESS OF THE UNITED STATES TO ISSUE A FORMAL APOLOGY TO THE CHINESE AND CHINESE-AMERICANS FOR THE CHINESE EXCLUSION ACT OF 1882

Motion: Moved by Mayor Real Sebastian and seconded by Council Member Liang, motion carried by the following vote:

Ayes: Council Members: Ing, Chan, Wong, Real Sebastian
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Announcement of appointees for Commissions, Committees, and Boards.

Action Taken: Council Member Ing announced his of appointments for Commission of Aging - Alice Tsao and Agnes Arakawa.

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

Council Member Chan directed the City Manager and staff to research overnight parking restrictions in problematic areas in the city North of Newmark Avenue between Atlantic Boulevard and Hellman Avenue where there is a potential of prohibited residential motels and to present code enforcement recommendations to the council for further discussion at a future council meeting. Mayor Pro Tem Wong announced his attendance with Council Member Chan at the Sacramento Contract Cities Conference. He also spoke of his attendance at a historical book commemoration on Chinese immigration in the 18th Century and announced that 2 books purchased in both English and Chinese will be donated to the Monterey Park Bruggemeyer Library for public viewing. Mayor Pro Tem Wong announced his Mayoral Installation will be held on Wednesday, January 22, 2014 at 6:30 p.m. in the City Hall Council Chambers. Mayor Real Sebastian spoke of her attendance at the Armenian Christmas Dinner on January 9, 2014 and informed the residents the Monterey Park Police Department is accepting applications for the Citizens Academy Class starting on January 16, 2014. Participants may contact the Community Relations Department at (626) 307-1215 for additional information. Mayor Real Sebastian and the City Council wished the residents a Happy Lunar New Year and invited the residents to attend the Asian American Expo on January 18 - 19, 2014 at Pomona Fairplex and the City's Annual Monterey Park Lunar New Year festival on January 25 - 26, 2014 in Downtown Monterey Park.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 11:35 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JANUARY 22, 2014**

The City Council of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, January 22, 2014 at 6:30 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 6:40 p.m.

FLAG SALUTE:

The Monterey Park Fire and Police Explorers led the flag salute.

The National Anthem was led by Sam Lo, Joint Chinese University Alumni Association of Southern California.

INVOCATION:

Father John Kyebasuuta, St. Thomas Aquinas Catholic Church presented the invocation.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Ing, Chan, Liang, Wong, Real Sebastian

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Human Resources Director Cody, Recreation and Community Services Director Costley

OUTGOING MAYOR'S ADDRESS

Mayor Real Sebastian presented a brief power point and gave her outgoing address as Mayor of Monterey Park thanking the council and residents for their support during her term of service. Mayor Real Sebastian presented a congratulatory gift to incoming Mayor Anthony Wong.

PRESENTATIONS: Farewell remarks and community presentations were made to Mayor Real Sebastian.

NEW BUSINESS

1. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

Appoint the Mayor and the Mayor Pro Tem in accordance with Resolution No. 11507.

Action Taken: The City Council appointed Anthony Wong as Mayor and appointed Hans Liang as Mayor Pro Tem in accordance with the City Council policy established by Resolution No. 11507.

Motion: Moved by Mayor Real Sebastian and seconded by Council Member Chan, motion carried by the following vote:

Ayes:	Council Members: Ing, Chan, Liang, Wong, Real Sebastian
Noes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

OATH OF OFFICE FOR INCOMING MAYOR PRO TEM HANS LIANG

The Oath of Office for Incoming Mayor Pro Tem Hans Liang was presented by Lani Liang.

MAYORAL INSTALLATION CEREMONY OF ANTHONY WONG

The Oath of Office for Incoming Mayor Anthony Wong was presented by United States Congresswoman Judy Chu.

PRESENTATION OF GAVEL, NAME BADGE, AND BUSINESS CARDS

Los Angeles Community College District Member Mike Eng presented Mayor Anthony Wong the gavel, name badge and business cards.

MAYOR'S ADDRESS

Mayor Wong gave his incoming Mayor address.

ADJOURNMENT

City Clerk Chang adjourned the meeting at 8:18 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL, DESIGN REVIEW BOARD,
ECONOMIC DEVELOPMENT ADVISORY COMMISSION AND
PLANNING COMMISSION
SPECIAL JOINT MEETING
JANUARY 28, 2014**

The City Council of the City of Monterey Park, Design Review Board, Economic Development Advisory Commission and Planning Commission held a Special Joint Meeting of the Council/Commission in the Friend's Room at Monterey Park Bruggemeyer Library, located at 318 South Ramona Avenue, in the City of Monterey Park, Tuesday, January 28, 2014 at 6:00 p.m.

CALL TO ORDER:

Mayor Anthony Wong called the meeting to order at 6:05 p.m.

ROLL CALL:

City Clerk Chang called the roll:

Council Members Present: Real Sebastian, Ing, Chan, Liang, Wong

Council Members Absent: None

Design Review Board Members Present: Allen Wong, Krystal Hamner, and Roy Furuto

Economic Development Advisory Commission Members Present: Patricia M. Reichenberger, Theresa Garcia Amador, Dominic A. Lombardo, and Siu Pui Chao

Economic Development Advisory Commission Members Absent: Edward KC Wong

Planning Commission Members Present: Rodrigo T. Garcia, Larry Sullivan, Ricky Choi, Michael Hamner, Stephen Lam

Also Present: City Manager Talbot, Assistant City Attorney Berger, City Treasurer Leon, Public Works Director/Assistant City Manager Bow, Police Chief Smith, Human Resources Director Cody, Community and Economic Development Director Huntley, Management Services Director Thai, Recreation and Community Services Director Costley, City Librarian Arvizu, Interim Fire Chief Birrell, Controller Yaung, Economic Development Consultant Yoshizaki

ORAL & WRITTEN COMMUNICATIONS

- Nancy Arcuri addressed the council and spoke of her concerns against the development of additional housing at the proposed city-yard site and stated her recommendations that all city businesses street numbers be 1 foot high and well-light at all times.

NEW BUSINESS

1. JOINT WORKSHOP

The City Council, Design Review Board, Economic Development Advisory Commission and the Planning Commission will be provided an overview of current and future development projects. No direction is sought or will be provided; this is an informational workshop only. Any project discussed will be separately processed for discretionary and ministerial considerations in accordance with applicable law including, without limitation, the California Environmental Quality Act ("CEQA") and

applicable noticing requirements.

- **Review Entitled Project:** Status regarding the Market Place and Towne Centre.
- **Review Conceptual Hotel Projects:** Brief description of the Courtyard Marriot, DoubleTree, and AG Hotel.
- **North Atlantic Lighting & Signage Concept:** Brief description of how additional lighting and illuminated signage have been used in other cities and how it may look in the north Atlantic area.
- **City Yard/City Venture Project:** A brief description of the scope of the housing project proposed for the city yard site.
- **Mosaic Gardens (LINC Housing Project):** A brief description of the proposed housing to be located at the northeast corner of Newmark and Ramona.
- **Olson Company Project:** A brief description of the project proposed for Potrero Grande.
- **Monterey Pass Road:** A brief description of possible infrastructure improvements, as well as lot consolidation schemes for Monterey Pass Road.
- **South Garfield Transportation Grant:** Status
- **Monterey Park Golf Course:** An update on the progress of the construction of the golf course by the new operator.
- **Next steps including direction on:** Zone changes; Elections; and General Plan Updates.

The City Council/Commission(s) recessed at 8:00 p.m. and reconvened at 8:07 p.m. with all council members/commissioners present.

Action Taken: No action taken. Council Member Ing left the dais and recused himself from discussion on the City Yard/City Venture Project due to a potential conflict of his interest as his wife is a Southern California Edison employee. Economic Development Advisory Commissioner Lombardo recused himself from discussion on the South Garfield Transportation Grant due to a potential conflict of interest as his business is within 500 feet of the proposed project.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 8:55 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-D.**

TO: The Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: SECOND READING AND ADOPTION – An ordinance approving by reference and amending the 2013 California Codes

SUMMARY

The first reading and public hearing occurred on January 15, 2014. The ordinance is now ready for second reading and adoption by the City Council.

A copy of the staff report from January 15, 2014 is attached for reference.

RECOMMENDATION

It is recommended that the City Council: (1) waive second reading and adopt the proposed ordinance; and (2) take such additional, related, action that may be desirable.

By:


Michael Huntley
Director of Community and
Economic Development

Approved:


Paul L. Talbot
City Manager

Reviewed:


Karl H. Berger
Assistant City Attorney

Attachment: City Council staff report from January 15, 2014
Proposed Ordinance



City Council Staff Report

DATE: JANUARY 15, 2014

**AGENDA ITEM NO: Public Hearing
Agenda Item 12**

TO: PAUL TALBOT, CITY MANAGER

**FROM: MICHAEL HUNTLEY, COMMUNITY AND ECONOMIC
DEVELOPMENT DIRECTOR
JAMES BIRRELL, INTERIM FIRE CHIEF**

BY: JON TRAW, CONTRACT BUILDING OFFICIAL

**SUBJECT: URGENCY ORDINANCE AND "REGULAR" ORDINANCE
ADOPTING BY REFERENCE AND AMENDING THE 2013
CALIFORNIA CODES**

Health & Safety Code § 17958 requires local governments to adopt the most recent editions of the California Building Standards Code ("CBSC"). The 2013 CBSC will become effective statewide on January 1, 2014.

RECOMMENDATION

It is recommended that the City Council consider the following:

1. As to the urgency ordinance, open the public hearing; consider evidence received during the public hearing, and adopt the urgency ordinance upon a 4/5 vote for the reasons set forth in the draft ordinance;
2. As to the regular ordinance, introduce and waive first reading of the ordinance and schedule a public hearing for February 5, 2014; and
3. Take such additional, related, action that may be desirable.

BACKGROUND

State building standards law established the adoption of a model building code in California with the creation of the California Building Standards Commission ("BSC") in 1953. The BSC is an independent commission with the California State and Consumer Services Agency. BSC Commission members are appointed by the Governor and confirmed by the State Senate. The California Legislature delegated authority to the BSC to develop and adopt statewide building standards. Building standards law requires the BSC to codify and publish a coordinated state building standards code. The CBSC is codified in Title 24 of the California Code of Regulations. Title 24 is comprised of 12 parts containing the regulations that govern

the construction of all buildings in California.

Every three years the BSC reviews the newest model codes that are published by the independent code developing bodies. The BSC incorporates the latest editions of selected model codes. These resulting building regulations have the same force of law, and take effect 180 days after their publication by the BSC. After publication, a city or county may establish more restrictive building standards reasonably necessary because of local climatic, geologic, or topographical conditions. Findings of the local condition(s) and the amendments of the adopted local building standards must be filed with the BSC to become effective. The BSC will reject the filings by local governments where no express findings are submitted to evidence the need to more restrictive building standards based upon local climatic, geologic, or topographical conditions.

The goal of the BSC is to have building standards with minimal amendments by state and local agencies so Title 24 is concise, coherent and consistent statewide so the public can design buildings and obtain permits to improve building performance. The CBSC is applicable to all occupancies throughout California. In addition, California law requires local building departments to enforce the CBSC and the implementing regulations of the Department of Housing and Community Development for residential structures. Accordingly, the City's Building Official is an officer of the State as it relates to implementing and enforcing the building codes.

Last year, the BSC promulgated the 2013 CBSC. With this action, all local governments, including Monterey Park, are now adopting these Codes with or without local amendments.

To maintain local consistency with State requirements, staff recommends the City Council adopt the 2013 CBSC into the Monterey Park Municipal Code to reflect the statewide update. The proposed Ordinance will bring the Monterey Park Municipal Code ("MPMC") into conformance with the 2013 CBSC by amending the relevant sections of the MPMC to reflect the 2013 editions and specifically reference each code's general purpose.

The 2013 California Codes do contain some significant changes and these are highlighted as follows:

California Green Building Standards Code — In 2009, California adopted guidelines for sustainable construction practices; these became mandatory regulations for new buildings in 2001. The 2013 California Green Building Standards Code applies to new buildings and residential additions and alterations where the renovation increases the building's area, volume or size by 1,000 square feet or more, and/or alterations with a permit valuation of \$200,000 or above.

Water Code — beginning January 1, 2014, Civil Code § 1101.1, *et seq.* requires property owners to replace all noncompliant plumbing fixtures with water conserving plumbing fixtures when seeking any

"building alteration" or "improvements" to single-family residences. This is required before the City can issue a certificate of occupancy or other final permit. While not technically part of the model codes, and not something the City can affect, this is a significant change in California law.

California Building Code Disabled Access Regulations — Since 1981, California has led the country in improving disabled accessibility to buildings. These requirements predate the Americans with Disabilities Act (ADA) that were adopted by the Federal government in 1990. The 2013 building codes were reorganized to reflect the ADA format to help ensure consistency between the federal and state regulations.

Local Amendments

Health and Safety Code § 17958.7 allows the City to make amendments to the California Codes when "reasonably necessary because of local climatic, geological or topographical conditions." The modifications along with the justifications must be filed with the Building Standards Commission. As set forth in Attachment "A," to the draft regular ordinance, there are a number of amendments to the CBSC that are recommended based upon local conditions. In summary, these are:

1. Replace the administrative provisions scattered throughout the CBSC and the MPMC with a unified administrative chapter adopted in Title 16, Chapter 16.01. The new administrative chapter retains all currently applicable Monterey Park amendments.
2. Adopt 14 of the Building Code technical amendments recommended by the L. A. Regional Uniform Code Program (LARUCP), which is a consortium of 89 building departments in the L. A. County area trying to bring uniformity of building regulations to the region.
3. Adopt 23 amendments to the California Fire Code as recommended by the Fire Department.
4. Adopt the 2012 International Swimming Pool and Spa Code to provide appropriate regulations for the construction of pools and spas pursuant to the current safety standards for the protection of children.

Adopting 2013 CBSC by reference

Government Code §§ 50022.1, *et seq.* provides the means by which the City may adopt the 2013 CBSC by reference. Generally, the ordinance adopting codes by reference is introduced; a public hearing is set; and, following the public hearing, the City Council may adopt the ordinance incorporating other codes by reference. This is the procedure

recommended for the "regular" ordinance included with this staff report.

In addition to the regular ordinance, however, staff also recommends that the City Council adopt an urgency ordinance pursuant to Government Code § 36937. As stated elsewhere, the CBSC became effective January 1, 2014 throughout the State. Regrettably, staff was delayed in bringing ordinances with local amendments to the City Council for consideration last year.

To ensure that there is no "gap" in regulating local construction, it is desirable to have the local amendments become effective immediately. In substance, there is no difference between the two draft ordinances. The combination of adopting both a regular and an urgency ordinance is a "belt and suspenders" approach that will ensure that the local regulations can be immediately enforced.

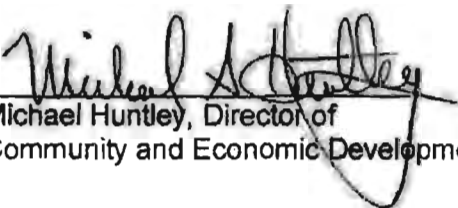
Because of the "two step" approach, the City Council will have two public hearings: one to consider adopting the urgency ordinance (at that meeting, the City Council will also consider introducing the "regular" ordinance); the second to consider adopting the "regular" ordinance. Both public hearings will be noticed in accordance with Government Code § 6066 which requires that notice be published once a week for two successive weeks. The first notice must be published at least 15 days before the public hearing. An urgency ordinance must be adopted upon 4/5 vote of the City Council and becomes effectively immediately upon adoption. The regular ordinance becomes effective 30 days after adoption.

CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

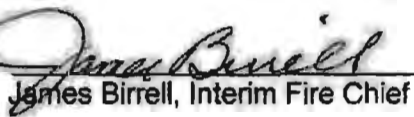
The proposed ordinances are exempt from additional review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") because they consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefore. This ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

FISCAL REVIEW

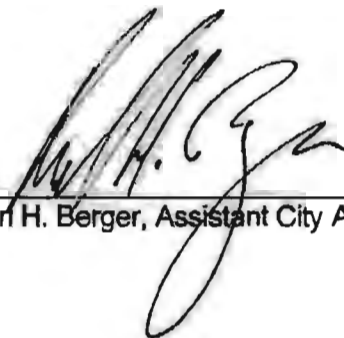
As with all regulation, enforcing the CBSC will come with a cost. Much of this cost is paid for by applicants seeking ministerial and discretionary permits. Code enforcement costs are part of the City's budget. All costs were anticipated in the City's adopted budget including, without limitation, the costs for codifying the CBSC.

By: 
Michael Huntley, Director of
Community and Economic Development

Approved: 
Paul Talbot, City Manager

By: 
James Birrell, Interim Fire Chief

By: 
Jon Traw, Contract Building Official

Reviewed: 
Karl H. Berger, Assistant City Attorney

ATTACHMENTS

Urgency Ordinance

Exhibit A

Regular Ordinance

Attachment A



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-E.**

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Director of Community and Economic Development
SUBJECT: Consent Item - A First Amendment to an Exclusive Negotiation Agreement (Agreement No. 1797 – A) by and between the City of Monterey Park and City Ventures Homebuilding, LLC

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorize the City Manager to execute an amendment to Agreement No. 1797-A with City Ventures Homebuilding, LLC, in a form approved by the City Attorney; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 30, 2013, the City Council entered into an Exclusive Negotiation Agreement (Agreement No. 1797 – A) by and between the City of Monterey Park and City Ventures Homebuilding, LLC. Since the execution of the Agreement, City Ventures has been working closely with City staff to comply with the terms of the agreement. However, due to a change in management staff in the Community and Economic Development staff, the process has been somewhat delayed and as such, it would be appropriate to extend the term of the agreement to allow the City to complete the Declaration of Surplus Property process thereby allowing City Ventures to complete their due diligence for the possible acquisition of the City Yard.

DISCUSSION:

The Community and Economic Development Department and the Public Works Department have been working closely with City Ventures to ensure that the City and the Developer are compliant with the terms of the Exclusive Negotiation Agreement. In late fall of 2013, the City retained the services of a new Director of Community and Economic Development to move various projects forward. Due to the transition between the contract consultant and the new Director, time was lost and the Declaration of Surplus Property process, the City's responsibility, was delayed. As such, staff is requesting that the Exclusive Negotiation Agreement be amended to allow adequate time for the City to complete the process. Staff is therefore requesting that the

Agreement be amended to extend the term for a minimum of six (6) months thereby allowing the City to complete the Declaration of Surplus Property process.

FISCAL IMPACT:

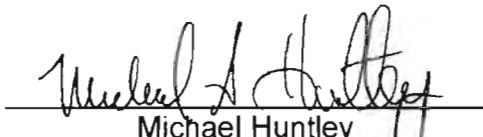
The first amendment to Agreement No. 1797-A will not have an impact on the General Fund, as the amendment to the Agreement will allow City staff to work through the terms of the Agreement moving the potential disposition of the City Yard forward.

ATTACHMENTS:

Draft First Amendment to Agreement No. 1797-A

Respectfully submitted,

By



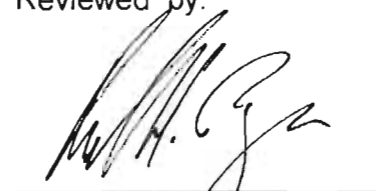
Michael Huntley
Director of Community and
Economic Development

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

**FIRST AMENDMENT TO
AGREEMENT NO. 1797-A BETWEEN
THE CITY OF MONTEREY PARK AND
CITY VENTURES HOMEBUILDING, LLC**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 19th day of February, 2014, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation existing under the laws of California ("CITY"), and City Ventures Homebuilding, a Delaware limited liability company ("DEVELOPER").

1. Pursuant to Section 20 (AUTHORITY/MODIFICATION) of Agreement No. 1797-A ("Agreement"), the Agreement is amended to read as follows:

"5. E. Upon failure of the Parties to agree to and the general terms and conditions of the purchase and sale of the Property and the general terms and conditions of the City's purchase of the Replacement Property for purposes of relocating the City Yard and the Purchase Price pursuant to Section 7.A.iv within ~~one hundred and fifty (150) days of the Effective Date of this Agreement~~ **six (6) months of the satisfaction of the Surplus Disposition Condition**, which ~~one hundred and fifty (150) day~~ **six month** period may be extended by mutual written agreement of the Parties. The City Council must approve such extensions on behalf of City. It is understood that both purchase and sale agreements must contain provisions that provide for the simultaneous closure of escrow on the Property and the Replacement Property in no circumstance can the agreements result in the City owning both pieces of property at the same time or the City not owning the Replacement Property for purposes of relocating the City Yard. It is also understood that the purchase and sale agreement for the Property must contain provisions that ensure that the City has an operational City Yard at all times."

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 1797-A remains the same.

[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

Paul Talbot,
City Manager

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar**
Agenda Item 3-F.

TO: Paul L. Talbot, City Manager
FROM: Ron Bow, Director of Public Works / Assistant City Manager
SUBJECT: Execute a License Agreement with Jack F. Macy Intermediate School 4H Club for Miscellaneous Park Maintenance at George Elder Park

Recommendations: It is recommended that the City Council:

- (1) Authorize the City Manager to execute a License Agreement, in a form approved by the City Attorney, with the Jack F. Macy Intermediate School 4H Club to improve and maintain George Elder Park;
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff is requesting that the City Council approve the volunteers of the Jack F. Macy Intermediate School 4H Club to improve and maintain George Elder Park at the direction of City staff.

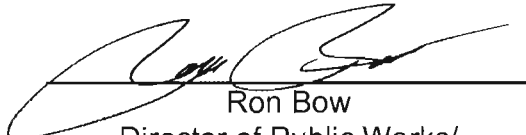
BACKGROUND:

Since October 2013, the 4H Club of Jack F. Macy Intermediate School, in conjunction with the Associated Student Body Council, has approached the City to adopt George Elder Park as a community project. Their intentions are to make sure the park is free of trash and to report any graffiti that they find to the Graffiti Removal Hot-line. In addition, their volunteer work may include landscaping, painting, clearing of trash and debris, or any miscellaneous work that will improve the aesthetics of the park. The license agreement will be for one (1) year unless otherwise terminated, and will renew on an annual basis upon its anniversary date.

FISCAL IMPACT:

There is no negative fiscal impact to the City.

Respectfully submitted,



Ron Bow
Director of Public Works/
Assistant City Engineer

Prepared by:



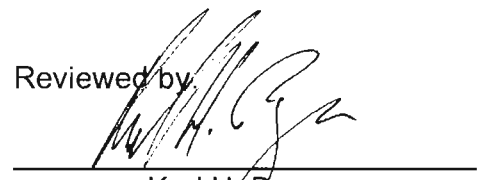
Rey Alfonso
Assistant City Engineer

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachment: License Agreement
Aerial Map George Elder Park

**LICENSE AGREEMENT BETWEEN THE
CITY OF MONTEREY PARK AND
JACK F. MACY INTERMEDIATE SCHOOL 4H CLUB**

THIS LICENSE is made and executed this 19 day of February, 2014, between the CITY OF MONTEREY PARK, a municipal corporation ("City"), and Jack F. Macy Intermediate School 4H Club.

1. LICENSE; DESCRIPTION OF PROPERTY. City licenses Volunteer to use, on the terms and conditions in this License, a portion of the real property located at George Elder Park (Exhibit #A). City's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. USE OF PROPERTY.

- A. Volunteer may enter the Property for the purpose of improving and maintaining the Property to benefit the community. Permitted activities include planting and maintaining approved landscaping and related uses (collectively, "Volunteer's Project").
- B. City may change, amend, or terminate Volunteer's use of the Property at any time, and in its sole discretion verbally or in writing.

3. VOLUNTEER RESPONSIBILITIES. In return for City's permission to use the Property for the Volunteer's Project, Volunteer agrees that its volunteers will sign the Waiver Form attached as Exhibit "B" before such persons enter onto the Property. Waiver Forms must be submitted to City before work commences on the Property. In addition, Volunteer must submit landscaping plans to City for approval and maintain the Property in a manner that does not impair vehicle traffic. City may inspect the Property at any time and remove any landscaping, or take an appropriate action, to protect public health and safety. Volunteer understands and agree that it will not have any recourse for damages that may be sustained because of City's actions.

4. PREVAILING WAGES. While the City Council found that Volunteer's work is exempt from the prevailing wage requirements, Volunteer may be required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, 1776, and 1777.5, to pay its workers prevailing wages. It is Volunteer's responsibility to interpret and implement any prevailing wage requirements and Volunteer agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from City's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the prevailing rate of per diem wages must be posted at the job site.

5. **TERM.** Except as provided in Section 6, the term of this License will be for one (1) year. Unless otherwise terminated, this License will renew on an annual basis upon its anniversary date.

6. **TERMINATION.**

- A. As stated above, City may terminate this Agreement at any time with or without cause, upon written or verbal notification. Termination will be effective upon notification, unless City specifies otherwise.
- B. Volunteer may terminate this Agreement at any time in writing at least thirty (30) days before the effective termination date.
- C. By executing this document, Volunteer waives any and all claims for damages that might otherwise arise from City's termination under this Section.

7. **ALTERATIONS.** Volunteer will not make, or cause to be made, any alterations to the property, or any part thereof, without City's prior written consent.

8. **SIGNS.** Volunteer will not place any sign upon the property without City's prior written consent. Volunteer will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

9. **ASSIGNMENT.** Volunteer will not be permitted to assign this License or any interest therein.

10. **INDEMNIFICATION.**

- A. Volunteer will hold City harmless and free from any and all liability arising out of this Agreement, or its performance. Should City be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, pursuant to this Agreement, Volunteer will defend City (at City's request and with counsel satisfactory to City) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "City" includes City's officers, officials, employees, agents, representatives, and certified volunteers.
- C. Volunteer expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirements as to the types and limits of insurance coverage to be maintained by Volunteer as required by Section 11 below, 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 Volunteer pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

11. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Volunteer will 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

- B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO-CGL Form. 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. Liability policies 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 insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon thirty (30) days prior written notice to City.
- C. Volunteer will furnish to City duly authenticated Certificates of Insurance and Endorsements 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. COMPLIANCE WITH LAW. Volunteer will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of Volunteer in any action or proceeding against Volunteer, whether City be a party

thereto or not, that Volunteer has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between City and Volunteer.

13. **BREACH OF AGREEMENT.** The violation of any of the provisions of this License will constitute a breach of this License by Volunteer, and in such event said License will automatically cease and terminate.

14. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

15. **ENTRY BY City AND PUBLIC.** This License does not convey any property interest to Volunteer. Except for areas restricted because of safety concerns, City and the general public will have unrestricted access upon the Property for all lawful acts.

16. **INSOLVENCY; RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of Volunteer, or a general assignment by the Volunteer for the benefit of creditors, or any action taken or offered by Volunteer under any insolvency or bankruptcy action, will constitute a breach of this License by Volunteer, and in such event said License will automatically cease and terminate.

17. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Volunteer at:

or to City at:

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that 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.

19. **GOVERNING LAW.** This Agreement has been made 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.

20. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between City and Volunteer respecting the Property, the use of the Property by Volunteer, and the specified License term, and correctly sets forth the obligations of City and Volunteer. Any agreement or representations respecting the Property or its licensing by City to Volunteer not expressly set forth in this instrument are void.

21. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

22. **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 agreement. City's city manager, or designee, may execute any such amendment on behalf of City.

23. **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.

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

CITY OF MONTEREY PARK
a general law city and municipal corporation.

JACK F. MACY INTERMEDIATE
SCHOOL 4 H CLUB

Paul Talbot,
City Manager

By:

ATTEST:

Vincent D. Chang
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____

Karl H. Berger,
Assistant City Attorney

VOLUNTEER LIABILITY WAIVER (Exhibit #B)

In consideration of being permitted to participate in the Volunteer's Project ("Project"), and all activities associated with such participation, I agree, on behalf of myself and my minor child (if any) to the following:

1. I agree and represent that I have inspected, or immediately upon entering the public property will inspect, the premises and facilities. My, and my child's, entry onto the public property for all purposes associated with the Project, including, without limitation, participation or use of any facilities or equipment, constitutes an acknowledgment that such premises and all facilities and equipment were inspected and that I find and accept them as being safe and reasonably suited for the purposes of my participation in this Program.
2. I release, waive, discharge, and covenant on behalf of myself and my minor child not to sue the City of Monterey Park, its elected and appointed officials, agents, volunteers, and employees ("Releasees") from all liability to me, or my child, for any loss or damage, and any claim or demands on account of personal or property injury or because of my, or my child's, death, whether caused by Releasees' negligence or otherwise, while I, and my child, participate in the Program.
3. I agree to indemnify and hold the Releasees harmless from and against any and all claims arising from my, or my child's, participation in the Program, whether caused by Releasees' negligence or otherwise. I will pay all costs incident to any claim, including, without limitation, attorneys' fees.
4. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign the release and waiver of liability and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: _____ Signature _____

Name: _____ Age: _____

Address: _____

Phone #: _____

If signing on behalf of a minor:

Child's Name: _____ Age: _____

GEORGE ELDER PARK AERIAL





City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-G.**

TO: Paul L. Talbot, City Manager
FROM: Ron Bow, Director of Public Works / Assistant City Manager
SUBJECT: Atlantic-Hellman Traffic Signal Improvements- Authorization to Advertise

Recommendations: It is recommended that the City Council:

- (1) Adopt Resolution No _____ authorizing Staff to advertise the Atlantic-Hellman Traffic Signal Improvements for bids and;
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Engineering Division has prepared bid specifications for the Atlantic-Hellman Traffic Signal Improvements and is requesting City Council's authorization to advertise the project for bids.

BACKGROUND:

The project involves the replacement of old traffic signal poles, controller, conduit and cable; and updating the pavement markings, traffic signage and striping. The project will provide left-turn phasing for Hellman Avenue at Atlantic Boulevard, and interconnect to the traffic signal at the north entrance of the Atlantic Times Square.

The anticipated bid opening date will be in mid-March, and the work is expected to be completed in early Summer 2014.

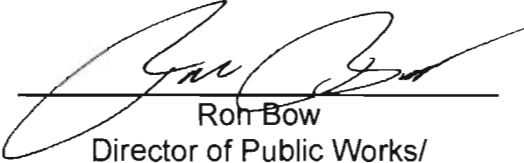
CEQA (California Environmental Quality Act):

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

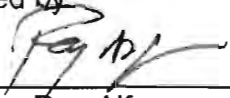
FISCAL IMPACT:

Proposition C funds from the 2012-2013 fiscal year budget are available for this project (Acct: 0166-801-5003-91924). The engineer's estimate for this project is \$140,000.

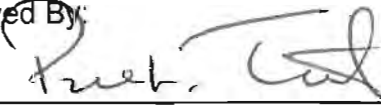
Respectfully submitted,



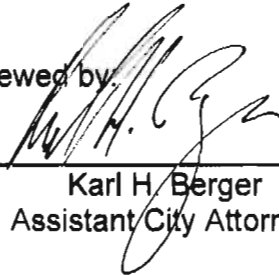
Ron Bow
Director of Public Works/
Assistant City Engineer

Prepared by:


Rey Alfonso
Assistant City Engineer

Approved By:


Paul L. Talbot
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

Attachment: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE ATLANTIC-HELLMAN TRAFFIC SIGNAL IMPROVEMENTS PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. City staff has prepared bid specifications for the Atlantic-Hellman Traffic Signal Improvements ("Project");
- B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed;
- C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

- A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City's General Plan.
- D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.
- F. The City Manager, or designee, may solicit bids for the Project in

accordance with applicable law.

SECTION 4: *Project Payment Account*. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating Proposition C funds from the 2012-2013 fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 20____.

Anthony Wong, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger, Deputy City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-H.**

TO: Paul L. Talbot, City Manager
FROM: Ron Bow, Director of Public Works / Assistant City Manager
SUBJECT: Preferential Parking Districts

Recommendations: It is recommended that the City Council:

- (1) Adopt Resolution No. ____ amend Resolution No. 10931 to include additional streets to the preferential parking districts and;
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff is requesting that the City Council amend Resolution No. 10931 by adding preferential parking districts to the existing permit parking system. The Traffic Commission previously reviewed these districts.

BACKGROUND:

Over the last several years, the City established permit parking areas on several neighborhood streets at the request of the residents of those streets. In November 2004, at the request of the Traffic Commission, the City adopted a policy which provides a process for residents to petition the City to establish a permit parking area, and the criteria for considering residential parking districts. At the time, several parking districts were established and ratified by Resolution No. 10931.

Since 2004, the Traffic Commission recommended several additional preferential parking districts. City staff installed appropriate signage and issuing parking permits to the residents. To ensure implementation of these preferential parking districts, it is recommended that the City Council amend Resolution No. 10931 to confirm that the City may properly enforce the permitting system in these districts. If adopted, the draft resolution would add the following districts pursuant to Vehicle Code § 22507:

24-hours per day 7 days a week

- k) Westcott Avenue, north from the cul-de-sac to Avenida Cesar Chavez;

- l) Woods Avenue, Avenida Cesar Chavez to Floral Drive;
- m) Collegian Avenue, Avenida Cesar Chavez to First Street;
- n) Iris Way cul-de-sac southeast of Clover Drive and on Clover Drive northeast of Iris Way;
- o) Sunrise Place, Sunrise Drive to end of cul de sac;
- p) El Repetto, Dell Drive to 901 El Repetto;
- q) Sunrise Drive, El Repetto to Glenview Terrace;
- r) 941 Glenview Terrace;
- s) 901 & 931 Wandering Way;
- t) Dell Drive, Glenview Terrace to Wandering Way.
- u) Avenida Cesar Chavez Frontage Road (south side only), Vancouver Avenue to Bleakwood Avenue;
- v) Avenida Cesar Chavez Frontage Road (median side), Vancouver Avenue to Roscommon Avenue;
- w) Avenida Cesar Chavez (south side), West City Boundary to Vancouver Avenue;
- x) Roscommon Ave, Dorner Drive to 1st Street;
- y) S. Atlantic Boulevard, El Repetto to North end of the street;
- z) Everett Avenue, Edgley Avenue to the Alley South of East Garvey Avenue;
- aa) Wandering Drive, Crest Vista Drive to Dell Drive.

7:00 a.m. to 7:00 p.m., Monday through Friday

- i) El Mercado; Cadiz Street to Loma Verde Street;
- j) 1102-1100 South Atlantic
- k) Bleakwood Avenue from Dorner Drive to 1st Street

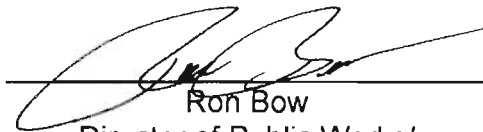
No other changes are recommended.

FISCAL IMPACT:

There is no negative fiscal impact to the City except for the issuance of parking permits. Parking permits are free to the residents living in the parking districts. Any potential

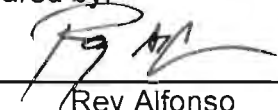
costs incurred by the permit issuance will be offset by the potential increase in revenue from violations.

Respectfully submitted,



Ron Bow
Director of Public Works/
Assistant City Engineer

Prepared by:



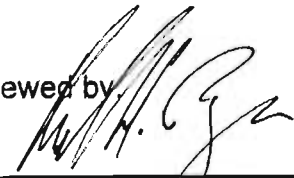
Rey Alfonso
Assistant City Engineer

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 10931, ADOPTED NOVEMBER 3, 2004, REGARDING PREFERENTIAL PARKING AREAS WITHIN THE CITY WHERE PARKING PERMITS MAY BE USED IN ACCORDANCE WITH VEHICLE CODE § 22507.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds and declares as follows:

- A. This Resolution is adopted in accordance with Vehicle Code § 22507 and Resolution No. 10931, adopted by the City Council on November 3, 2004, which establishes certain “preferential parking” areas;
- B. This Resolution reviewed by the City’s Community Development Department for consistency with the circulation element of the General Plan and conformity with the Monterey Park Municipal Code (“MPMC”);
- C. The City reviewed this Resolution’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”), and the City’s Environmental Guidelines;
- D. On February 19, 2014 the City Council conducted a public meeting to receive public testimony and other evidence regarding, in part, this Resolution including, without limitation, information provided to the Council by the Police Department; and
- E. This Resolution, and its findings, are made based upon the evidence presented to the Council at its February 19, 2014 meeting.

SECTION 2: *Findings.* Pursuant to Resolution No. 10931, the City Council makes the following findings:

- A. *Regular Interference.* That nonresident vehicles substantially and regularly interfere with the use of the majority of parking spaces within the preferential parking areas defined below. This is primarily attributable to the use of parking spaces by employees of neighboring businesses;
- B. *Regular Intervals.* Such interference occurs on a daily basis, particularly during work days;

- C. *Noise*. These nonresident vehicles significantly contribute to unreasonable noise; traffic hazards; and environmental pollution; and
- D. *Shortage Of Parking Spaces*. Residents within these parking areas are unable to reasonably and conveniently utilize parking spaces that are adjacent to their dwelling units.

SECTION 3: Creation of Zone 1 Preferential Parking Area. The City Council establishes the Preferential Parking Areas and amends Sections 3 and 4 of Resolution No. 10931 as follows:

24-hours per day 7 days a week

- k) Westcott Avenue, north from the cul-de-sac to Avenida Cesar Chavez;
- l) Woods Avenue, Avenida Cesar Chavez to Floral Drive;
- m) Collegian Avenue, Avenida Cesar Chavez to First Street;
- n) Iris Way cul-de-sac southeast of Clover Drive and on Clover Drive northeast of Iris Way;
- o) Sunrise Place, Sunrise Drive to end of cul de sac;
- p) El Repetto, Dell Drive to 901 El Repetto;
- q) Sunrise Drive, El Repetto to Glenview Terrace;
- r) 941 Glenview Terrace;
- s) 901 & 931 Wandering Way;
- t) Dell Drive, Glenview Terrace to Wandering Way.
- u) Avenida Cesar Chavez Frontage Road (south side only), Vancouver Avenue to Bleakwood Avenue;
- v) Avenida Cesar Chavez Frontage Road (median side), Vancouver Avenue to Roscommon Avenue;
- w) Avenida Cesar Chavez (south side), West City Boundary to Vancouver Avenue;
- x) Roscommon Ave, Dorner Drive to 1st Street;
- y) S. Atlantic Boulevard, El Repetto to North end of the street;
- z) Everett Avenue, Edgley Avenue to the Alley South of East Garvey Avenue;
- aa) Wandering Drive, Crest Vista Drive to Dell Drive.

7:00 a.m. to 7:00 p.m., Monday through Friday

- i) El Mercado; Cadiz Street to Loma Verde Street;
- j) 1102-1100 South Atlantic
- k) Bleakwood Avenue from Dorner Drive to 1st Street

SECTION 4: *Parking Restrictions.* Vehicles parking within these areas must comply with the MPMC. The Police Chief, or designee, is authorized to enforce this Resolution.

SECTION 5: *Environmental Assessment.* This Resolution is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq.*) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services.

SECTION 6: *Notification.* The Public Works Director, or designee, is authorized to erect such street signs as are needed to properly notify the general public of the restrictions on parking in the preferential parking zone created through this Resolution.

SECTION 7: *Supersession.* Supersession of previous preferential parking zones does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. Any such superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 8: *Effective Date of this Resolution.* This Resolution will become effective immediately upon adoption and will remain in effect unless repealed or superseded.

PASSED AND ADOPTED this ____ day of _____, 2014.

Anthony Wong, Mayor

ATTEST:

Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl Berger,
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-I.**

TO: The Honorable Mayor and City Council
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Award of Contract for La Loma, Sunnyslopes and Pine Tree Parks
ADA Improvements (Spec. 833)

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

- (1) Award a contract for constructing ADA Improvements at La Loma, Sunnyslopes and Pine Tree Parks (Specification No. 833) to El Camino Construction and Engineering for \$140,000;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with El Camino Construction and Engineering; and
- (3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In December 2013, the City Council authorized the solicitation of bids for park access improvements for thirteen parks. From there, the parks were grouped together to create specific projects for bidding – this is the bid for La Loma, Sunnyslopes and Pine Tree Parks ADA project.

BACKGROUND:

In February 2013, the City Council approved a budget of \$850,000 to have all City Parks improved to meet access standards required in the 1990 Americans with Disabilities Act. The design phase of this project is now complete, with the project approved by a Certified Access Specialist, and includes walkways, railings, curb cuts, and restroom access.

The bid packet for the La Loma, Sunnyslopes and Pine Tree Parks project was advertised to over thirty contractors and eight businesses that advertise these types of

construction projects, with thirteen bids received. The lowest five bidders are listed below:

Rank	Bidder	Amount
1	El Camino Construction and Engineering	\$140,000
2	Interlog Corporation dba Interlog Construction	\$143,000
3	Moalej Builders	\$144,000
4	Omega Contractors	\$144,500
5	FS Construction	\$148,000

El Camino Construction and Engineering is the lowest responsible bidder. The contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor.

References include the City of Simi Valley ADA ramps, landscaping at Metro Station; Long Beach Transit Bus Stops; City of Rancho Palos Verdes Catch Basins.

CEQA

This ADA project was previously determined to be categorically exempt from CEQA; the project has been determined not to have a significant effect on the environment in that it meets the criteria set forth in the CEQA Guidelines.

FISCAL IMPACT:

The cost of this agreement is \$140,000. Adding a 10% contingency of \$14,000 to El Camino Construction and Engineering bid for any unforeseen construction changes, the estimated total project cost is \$154,000.

Funding for this contract will come from the Americans with Disabilities Park Access Program (0010-801-5002-91525) approved in 2013.

Respectfully prepared and submitted,



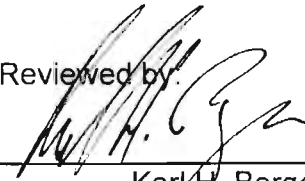
Dan Costley
Recreation and Community
Services Director

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-J.**

TO: The Honorable Mayor and City Council
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Award of Contract for Highlands and George Elder Parks ADA Improvements (Spec. 832)

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

- (1) Award a contract for ADA Improvements at Highlands and George Elder Parks (Specification No. 832) to Interlog Corporation for \$178,500;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Interlog Corporation, dba Interlog Construction; and
- (3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In December 2013, the City Council authorized the solicitation of bids for park access improvements for thirteen parks. The parks were grouped together to create specific projects for bidding – this is the bid for the Highlands and George Elder Parks ADA project.

BACKGROUND:

In February 2013, the City Council approved a budget of \$850,000 to have all City Parks improved to meet access standards required in the 1990 Americans with Disabilities Act. The design phase of this project is now complete, with the project approved by a Certified Access Specialist, and includes walkways, railings, curb cuts, and restroom access.

The bid packet for the Highlands and George Elder Parks project was advertised to over thirty contractors and eight businesses that advertise these types of construction projects, with fourteen bids received. The lowest five bidders are listed below:

Rank	Bidder	Amount
1	Interlog Corporation dba Interlog Construction	\$178,500
2	Pars Arvin Construction, Inc.	\$180,000
3	Moalej Builders, Inc.	\$187,000
4	Premier Developing Services	\$187,860
5	Marjani Builders	\$199,000

Interlog Corporation dba Interlog Construction is the lowest responsible bidder. The contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor. References include Orange County Parks ADA and sidewalk construction; UCLA loading docks and housing units, and awnings and canopies for Metro. The Public Contracts Code requires the City Council to award the contract to the lowest responsible bidder.

CEQA

This ADA project was previously found to be categorically exempt from CEQA; the project has been determined not to have a significant effect on the environment in that it meets the criteria set forth in the CEQA Guidelines.

FISCAL IMPACT:

The cost of this agreement is \$178,500. Adding a 10% contingency of \$17,800 to Interlog Construction's bid for any unforeseen construction changes, the estimated total project cost is \$186,450.

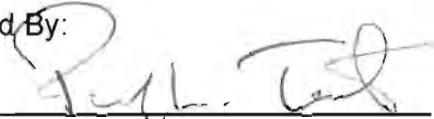
Funding for this contract will come from the Americans with Disabilities Park Access Program (0010-801-5002-91525) approved in 2013.

Respectfully prepared and submitted,



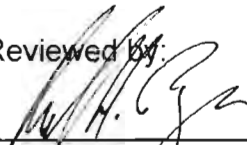
Dan Costley
Recreation and Community
Services Director

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-K.**

TO: The Honorable Mayor and City Council
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Award of Contract for Barnes Park ADA Improvements (Spec. 831)

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

- (1) Award a contract for ADA Improvements at Barnes Park (Specification No. 831) to AJ Fistes Corporation, Inc. for \$168,650;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with AJ Fistes Corporation, Inc.; and
- (3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In December 2013, the City Council authorized the solicitation of bids for park access improvements for thirteen parks. The parks were grouped together to create specific projects for bidding – this is the bid for the Barnes Park ADA project.

BACKGROUND:

In February 2013, the City Council approved a budget of \$850,000 to have all City Parks improved to meet access standards required in the 1990 Americans with Disabilities Act. The design phase of this project was completed, with the project approved by a Certified Access Specialist, and includes walkways, railings, curb cuts, and restroom access.

The bid packet for the Barnes Park project was advertised to over thirty contractors and eight businesses that advertise these types of construction projects, with sixteen bids received. The five lowest bidders are listed below:

Rank	Bidder	Amount
1	AJ Fistes Corporation	\$168,650
2	FS Construction	\$175,000
3	El Camino Construction and Engineering	\$196,775
4	Interlog Corporation	\$197,500
5	Premier Developing Services, Incorporated	\$210,760

AJ Fistes Corporation is the lowest responsible bidder. Its contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor. References include Arlington High School Athletic Field Upgrades for Riverside Unified School District; Indio Educational Center for College of the Desert; ADA Transition for Riverside Community College; Exterior Door Repair & Wainscot Painting at Macy Intermediate High School for Montebello Unified School District; Steel Stud, Drywall Plaster, Painting, Specialties for work at Bert Lynn Middle School for Torrance Unified School District. The Public Contracts Code requires the City Council to award the contract to the lowest responsible bidder.

CEQA

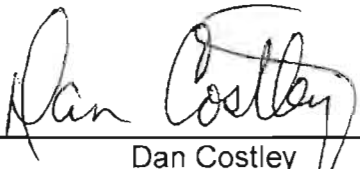
This project was previously found to be categorically exempt from CEQA; the project has been determined not to have a significant effect on the environment in that it meets the criteria set forth in the CEQA Guidelines.

FISCAL IMPACT:

The total cost of this agreement is \$168,650. Adding a 10% contingency of \$16,800 to AJ Fistes' bid for any unforeseen construction changes, the estimated total project cost is \$185,450.

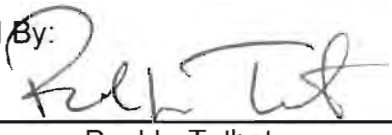
Funding for this contract will come from the Americans with Disabilities Park Access Program (0010-801-5002-91525) approved in 2013.

Respectfully prepared and submitted,



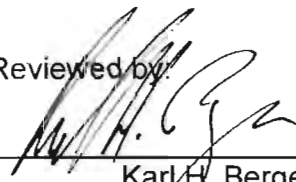
Dan Costley
Recreation and Community
Services Director

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-L.**

TO: The Honorable Mayor and City Council
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Award of Contract for George Elder and Sunnyslopes Parks
Playground Equipment Replacement (Spec. 828)

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

- (1) Award a contract for the George Elder and Sunnyslopes Parks Playground Equipment Replacement (Specification No. 828) to Creative Nile Builders for \$58,800;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with Creative Nile Builders, Inc.; and
- (3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In December 2013, the City Council authorized the solicitation of bids for playground equipment replacement at four parks. The parks were grouped together to create specific projects for bidding – this is the bid for the George Elder and Sunnyslopes project.

BACKGROUND:

In June 2013, the City Council approved the Park Master Plan Capital Improvement Program, with a budget of \$3.2 million dollars. In November, the City Council approved \$399,712 for the purchase of playground equipment.

The bid packet for the George Elder and Sunnyslopes Parks playground projects was advertised to over thirty contractors and eight businesses that advertise these types of construction projects, with eight bids received. The lowest five bidders are listed below:

Rank	Bidder	Amount
1	Golden Sun Firm & Co., Incorporated	\$57,000
2	Rommel Construction	\$58,379
3	Creative Nile Builders, Inc.	\$58,800
4	RE Shultz Construction	\$66,448
5	JMJ Construction	\$77,658

Golden Sun Firm & Company Incorporated and Rommel Construction Incorporated were both deemed non-responsive because neither company submitted references showing relevant experience.

Creative Nile Builders Inc. is the lowest responsible bidder. The contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor. References include City of Baldwin Park, Hilda Solis Park Playground Renovation; City of Glendora Finkbiner Park Playground Renovation, and City of Culver City El Marino Park Playground Renovation. The Public Contracts Code requires that the City award the contract to the lowest responsible bidder.

CEQA

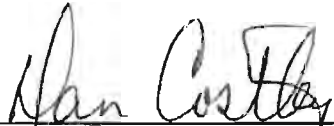
This Park Playground Replacement project was previously determined to be categorically exempt from CEQA; the project has been determined not to have a significant effect on the environment in that it meets the criteria set forth in the CEQA Guidelines.

FISCAL IMPACT:

The cost of this agreement is \$58,800. Adding a 10% contingency of \$5,800 to Creative Nile's bid for any unforeseen construction changes, the estimated total project cost is \$64,600

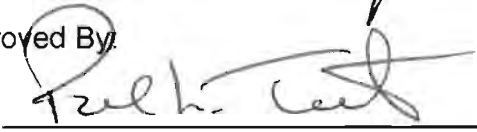
Funding for this contract will come from the Park Master Plan Capital Improvement Program (0010-801-5002-91531 through 91535) approved in 2013.

Respectfully prepared and submitted,



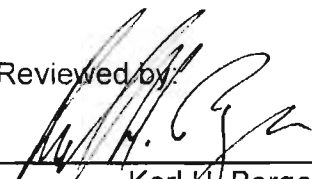
Dan Costley
Recreation and Community
Services Director

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-M.**

TO: The Honorable Mayor and City Council
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Award of Contract for La Loma and Pine Tree Parks Playground Equipment Replacement (Spec. 827)

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

- (1) Waive a minor irregularity (described below) and award a contract for La Loma and Pine Tree Parks Playground Equipment Replacement (Specification No. 827) to RE Shultz Construction for \$54,670;
- (2) Authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with RE Shultz Construction; and
- (3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In December 2013, the City Council authorized the solicitation of bids for playground equipment replacement at four parks. The parks were grouped together to create specific projects for bidding – this is the bid for the La Loma and Pine Tree project.

BACKGROUND:

In June 2013, the City Council approved the Park Master Plan Capital Improvement Program, with a budget of \$3.2 million dollars. In November, the City Council approved \$399,712 for the purchase of playground equipment.

The bid packet for the La Loma and Pine Tree Parks playground projects was advertised to over thirty contractors and eight businesses that advertise these types of construction projects, with five bids received; the bidders are listed below:

Rank	Bidder	Amount
1	Golden Sun Firm & Co.	\$42,900
2	RE Schultz Construction	\$54,670
3	JMJ Construction	\$78,450
4	Malibu Pacific Tennis Court	\$83,383
5	Micon Construction	\$84,952

The bid submitted by Golden Sun Firm & Company was deemed non-responsive because the company did not submit evidence of relevant experience.

The bid submitted by RE Shultz Construction failed to have signatures notarized on the bid. However, the bid was signed and secured with an appropriate bid bond. Accordingly, this is a minor irregularity that the City Council may waive in order to award to RE Shultz Construction (see e.g., *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175).

Assuming that the City Council waives the minor irregularity, RE Shultz Construction is the lowest responsible bidder. Its contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that they are a reputable contractor. References include City of Encinitas Oak Crest Park Replacement and San Bernadino City Unified School District playgrounds. The Public Contracts code requires that the City Council award the contract to the lowest responsible bidder.

CEQA

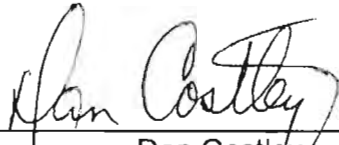
This Playground replacement project was previously determined to be categorically exempt from CEQA; the project has been determined not to have a significant effect on the environment in that it meets the criteria set forth in the CEQA Guidelines.

FISCAL IMPACT:

The cost of this agreement is \$54,670. Adding a 10% contingency of \$5,400 to RE Shultz bid for any unforeseen construction changes, the estimated total project cost is \$60,070.

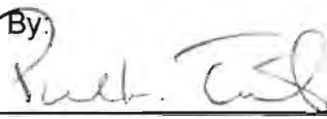
Funding for this contract will come from the Park Master Plan Capital Improvement Program (0010-801-5002-91531 through 91535) approved in 2013.

Respectfully prepared and submitted,



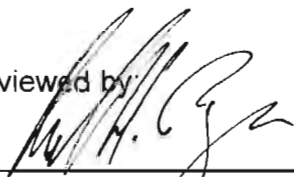
Dan Costley
Recreation and Community
Services Director

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Public Hearing
Agenda Item 4-A.**

TO: The Honorable Mayor and City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: Public Hearing: General Plan Amendment (GPA13-01) and Development Agreement (DA-13-01) to Construct a New Six-Unit Affordable Housing Development Project – 236 South Ramona; Declare the City owned properties at 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue as surplus property

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Receiving documentary and testimonial evidence;
- (3) Closing the public hearing;
- (4) Taking the following action:
 - a. Adopt a Resolution approving a General Plan Amendment changing the designation from Low Density Residential to High Density Residential;
 - b. Waive first reading and introduce an Ordinance approving a Development Agreement between the City and LINC Community Development Corporation; and
 - c. Adopt a Resolution declaring the City owned properties at 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue as surplus property.
- (5) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Applicant, LINC Community Development Corporation (LINC) is requesting approval of a General Plan Amendment and Development Agreement for the construction of a new 6-unit affordable housing development at 236 South Ramona Avenue. As part of the development component of the project, LINC is requesting a Density Bonus allowing two additional affordable housing units and development incentives related to building height and setbacks. The incentives are necessary to ensure viability and affordability of the project.

The City has been working with LINC since the middle of 2012 to identify viable affordable housing sites. After a lengthy evaluation, the City is proposing to dispose (i.e., sell) City owned property located at 236 South Ramona Avenue. It is LINC's intention to purchase the property to develop six affordable residential units as has been contemplated by the City Council. The City is also proposing dispose (i.e., sell) of City owned property located at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue. LINC intends to purchase these residentially developed properties; refurbish the existing residential units as necessary; and manage and rent these existing residential units as affordable housing. To make the overall project financial viable, it is necessary for LINC to acquire all of the sites identified above, obtain financing from the City in the form of HOME funds for the development of the 6 affordable units on 236 S. Ramona Avenue, and obtaining funding through the California Tax Credit Allocation Committee (CTCAC) program.

Before the City may dispose of City owned property, Government Code § 64502, mandates that the Planning Commission must make a finding that the property conforms with the City's General Plan. In January 2014, the Planning Commission found that the disposition of the Property is in compliance with the City's General Plan. It is now the City Council's responsibility to declare the Property surplus and determine the method of its conveyance.

If the City Council takes action to approve the entitlements and the declaration of surplus property, LINC will submit its application to the California Tax Credit Allocation Committee (CTCAC) for the first competitive round of review not later than March 5, 2014. If its application is approved, the Tax Credits would be awarded in June 2014. Subsequent to approval of the Tax Credits, LINC anticipates commencing construction by December 2014 and finalizing construction by December 2015.

BACKGROUND:

The City of Monterey Park received an annual allocation of HOME Program Funds from the United States Department of Housing and Urban Development (HUD). HOME Program requires cities to set aside a minimum of 15 percent of their HOME allocations for housing development activities in which qualified Community Housing Development Organizations (CHDO's) are the owners, developers and/or sponsors of the affordable housing project.

On June 6, 2012, the City Council certified LINC Housing as a qualified Community Housing Development Organizations (CHDO) and authorized City Manager to enter into a Reservation Agreement with LINC Housing in the amount of the \$544,245.00 (this figure was later increased to \$834,833 because of additional HOME Funds that needed to be expanded or the funds would roll back to HUD).

On July 22, 2013, the City Council approved 236 South Ramona Avenue as the Project Site to utilize the HOME Funds and authorized the City Manager to enter into an Agreement with LINC Community Development Corporation. This Agreement

committed \$834,833 in HOME Funds to LINC for developing 6 new affordable housing units.

It is also LINC intent to purchase the City owned property located at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue. LINC intends to purchase these residentially developed properties; refurbish the existing residential units as necessary; and manage and rent these existing residential units as affordable housing.

On October 2, 2013, the City Council approved the Pre-Development Loan to LINC to evaluate project feasibility of the 236 South Ramona Avenue Site. The City Manager was authorized to execute the Pre-Development Loan in the amount of \$83,483.

On December 10, 2013, LINC provided the City with a copy of an Appraisal Report and Voluntary Transaction Letter for the Site.

On December 10, 2013, the Planning Commission adopted Resolution No. 12-13 recommending approval of General Plan Amendment (GPA-13-01) and Development Agreement (DA-13-01) to the City Council.

On December 17, 2013, the Design Review Board reviewed and approved the proposed project.

On January 23, 2014, the Planning Commission adopted Resolution No. 02-14 indicating that the proposed disposition of real property is in conformance with the Monterey Plan General Plan. The City owned properties identified in the Resolution include 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue.

PROPOSAL:

The property at 236 South Ramona Avenue is located at the northeast corner of West Newmark Avenue and South Ramona Avenue. The property is zoned R-3 (High Density Residential) and the General Plan designation is Low Density Residential. The lot is 13,406 square feet (0.31 acre) in size. The lot width is 102 feet and the depth is 131.44 feet. The property is currently a paved City-owned parking lot with 32 parking spaces. The property is accessible from West Newmark Avenue, a 40-foot wide curb-to-curb, two-lane undivided roadway with a total 60-foot wide right-of-way. To the north of the property is a R-2, P-D (Medium Density, Planned Development) zoned lot, south are West Newmark Avenue and an R-3 (High Density Residential) zoned lot, west is South Ramona Avenue and an R-3 (High Density Residential) zoned lot, and east is an R-3 zoned lot.

Per R-3 zoning standards, a maximum building density of 1 unit per 3,000 square feet of lot area would apply to this property; this would allow up to 4 units. However, the proposed project is an affordable housing development which, according to MPMC Chapter 21.18 Affordable Housing Incentives – Density Bonus, would allow an increase

in density for an affordable housing development. Pursuant to MPMC Chapter 21.18, a 20 percent density bonus is granted to projects with restricted low income housing. The applicant has requested to increase the density by two units. The project is comprised of 6 dwelling units that will all be restricted for low income housing.

The project will be 2-stories, 33 feet in height with at-grade and one-level of subterranean parking. On the first floor, the project includes a 2 feet front yard setback, a 5 feet rear yard setback, a 0 street side yard setback, and a 5 feet interior side yard setback. On the second floor, the project includes at 2 feet front yards setback, 25 feet rear yard setback, 0 feet street side yard setback, and 20 feet interior side yard setback.

The project includes two one-bedroom units, two two-bedroom units, and two three-bedroom units. The proposed units will range in size from 683 square feet to 1,272 square feet. The project also includes a 2,437 square feet community room.

Parking

The required number of parking spaces for a 6-unit residential development is 12 spaces. The project will provide 13 spaces for the future residences in the subterranean parking garage and 19 spaces for public use at the street level parking garage. The City had initially requested that 9 additional City designated parking spaces be provided in the subterranean parking garage, but due to the increase of project costs, these spaces were deleted to close the gap in the financing of the project.

Open Space

The minimum required open space for an R-3 zoned property is 400 square feet of common open and 250 square feet of private open space per unit. The project will provide 85 square feet of balcony space and 1,293 square feet of common open space. The private and usable open space total provided meets the minimum requirements.

Development Concessions

The Applicant is requesting development concessions, including increasing the building height from 30 feet to 33 feet to accommodate solar panels and setback deviations. In general, the density bonus and concessions request is necessary to make the project financially feasible. One of the difficulties with providing affordable housing with below market rents for individuals at 30-60% Area Median Income (AMI) is being able to cover the debt service. Because the rents are below market the project would not generate enough income to cover debt. Without a density bonus allowing more units, the project would be infeasible. The concessions request is necessary to accommodate the extra units as well as meeting the City's requirement for parking

Affordability Covenant

Pursuant to MPMC § 21.18.060, affordable units must generally be reserved for occupancy by very low or low income households for at least 30 years after the City

issues certificate of occupancy. Such reservations must be accomplished by a recorded deed restriction or other long-term legal instrument.

General Plan Amendment

The Applicant is requesting a General Plan Amendment to change the land use designation of the property from Low Density Residential to High Density Residential. The land use change will allow the General Plan to be consistent with the zoning, which is R-3 (High Density Residential). The General Plan Amendment will allow for the development of the proposed six affordable housing units.

According to MPMC Chapter 21.42, general plan changes which do not exceed one acre of land may be approved by the City Council and do not require voter approval.

DEVELOPMENT AGREEMENT:

According to MPMC § 21.18.050, persons conditionally granted an affordable housing density bonus, development concession, or reduction in parking standards must enter into an agreement with the City in a form approved by the City Attorney. A draft Development Agreement (DA) is attached as Exhibit "A," to the proposed ordinance. As may be seen, the development agreement generally secures the requirements set forth in the MPMC as to affordability and density bonus requirements.

Since City Council committed \$834,833 of Federal HOME funds for the construction of six (6) housing units on property addressed at 236 S. Ramona Avenue on July 22, 2013, staff has been working with LINC to move a project forward. After six month of evaluating the proposed project and discussing the terms of the DA, staff is presenting the DA for considering by the City Council. The following are the general abbreviated terms of the agreement.

1. City to sell the property located at 236 South Ramona Ave. to LINC Housing at appraised value of \$540,000.
 - At the close of escrow, LINC Housing would pay the City of Monterey Park 75% of the appraised value in the amount of \$405,000. Note: This action was established as part of the Agreement for HOME/CHDO funds in July 2013. The funds from the sale of this property would be one time general fund revenue.
 - Remaining 25% of the appraised value (\$135,000) would be carried by a Seller Note on the property and would be reimbursed as residual receipts/funding become available in the future. A Loan Agreement would be executed between the City and LINC for the remaining balance.
 - City will provide \$834,833 HOME loan to LINC to construct the six affordable housing units on 236 S. Ramona Avenue. Note: The City Council approved the HOME Loan Agreement in July 2013.

- As a component of LINC developing six affordable housing units, LINC will provide 19 public spaces at the street parking level.
 - The City will have a ability to use the multi-purpose room as available.
2. City to sell the property located at 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue with 25 affordable housing units to LINC Housing at appraised value of \$2,080,000.
- LINC Housing is requesting the City to carry a Loan at the appraised value of \$2,080,000.
 - Loan term will be 30 years, interest at the applicable federal rate.
 - Annual payments will be in the form of 50% of the residual receipts generated by the 25 units. Note: LINC Housing does not anticipate on being able to start paying the City back through the residual receipts until some 15 years into the future. As the revenue comes in is restricted and will need to be divided up between HOME program income and the City's affordable housing funds.
 - At the end of the loan term, any outstanding loan balance will due and payable to the City as restricted HOME and City affordable housing funds.
 - LINC will purchase the five properties addressed at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue and complete the rehabilitation existing affordable units and manage and lease the units.

The terms of this agreement are a result of negotiation between the City and LINC in general and a result of the financial analysis of the project in particular. It is common place for subsidies to be an integral component of an affordable housing project. Note that these funds are federal dollars; the City cannot spend this money on other projects, general government, or any other matter other than as specifically allowed by federal law. Consequently, the City Council could not reallocate monies currently dedicated for the LINC for other purposes.

DECLARATION OF SURPLUS PROPERTY:

The City is proposing the disposition (i.e., sale) of City owned property located at 236 South Ramona Avenue. It is LINC's intention to purchase the property to develop six affordable residential units. The City is also proposing the disposition (i.e., sale) of City owned property located at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue. LINC intends to purchase these residentially developed properties; refurbish the existing residential units as necessary; and manage and rent these existing residential units as affordable housing.

Pursuant to Government Code § 64502, the City cannot convey real property until the Planning Commission determines whether the property conforms with the City's

General Plan. In January 2014, the Planning Commission found that the disposition of the Property is in compliance with the City's General Plan. It is then the City Council's responsibility to declare the Property surplus and determine the method of its conveyance.

In addition to the step above, the Government Code also requires that the City must provide written notice to interested parties to allow development opportunities for affordable housing, park & recreational uses, school facilities, enterprise zone purposes, or a transit village development pursuant to Government Code § 54222. This action will occur once the City Council declares the Property as surplus. Staff is therefore requesting that the City Council adopt a resolution declaring property located at 236 South Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue to be surplus property so that the City may move onto the noticing step of the Declaration of Surplus Property.

OTHER ITEMS:

Legal Notification

The legal notice of this hearing was published in the Monterey Park Progress on **December 30, 2013** and posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **December 30, 2013**, with affidavits on file. The legal notice of this hearing was mailed to **63** property owners within a 300 feet radius and current tenants of the property concerned on **December 30, 2013**.

Environmental Assessment

Entitlement Applications:

The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines. This project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15191, *et seq.* The project consists of the construction of six affordable housing units. The project includes a General Plan Amendment so that the land use can be consistent with the zone. The subject property is zoned R-3 (High Density Residential) and the land use designation is Low Density Residential. The General Plan Amendment will change the land use from Low Density Residential to High Density Residential. According to the Land Use Element, the High Density Residential land use category provides for a broad range of dwelling unit types which may be attached or detached. The residential units consist typically of apartments, condominiums, and townhomes built at a maximum density of 25 units per acre. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The subject property is 13,406 sq. ft. (0.31 acre) in area. The project site has no value as habitat for endangered, rare or threatened species. The project site was previously developed and is currently used as a paved parking lot for

the civic center. Currently, there are no plants on the property. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The zone allows for residential developments. The project is not anticipated to generate a substantial amount of traffic, noise, air quality or water quality impacts. The site can be adequately served by all require utilities and public services.

Declaration of Surplus Property:

The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") because it consists of disposing Surplus Property in accordance with applicable law. Disposal of the Surplus Property (by itself) does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines § 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment. In addition, disposal of the Surplus Property is categorically exempt in accordance with CEQA Guidelines § 15312. Specifically, the City anticipates conveying the Surplus Property; the Surplus Property itself does not have significant value for wildlife habitat or other environmental purpose; and the use of the Surplus Property and adjacent property has not changed since the time the City acquired the Surplus Property. Accordingly, this project conforms with a Class 12 categorical exemption under CEQA.

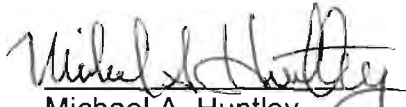
ALTERNATIVE COUNCIL CONSIDERATIONS:

None.

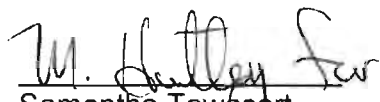
FISCAL IMPACT:

As noted above, the monies used for this project are federally restricted funds. The City will not be using money from its general fund (or any other fund). Consequently, there is no real fiscal impact to the City or its residents.

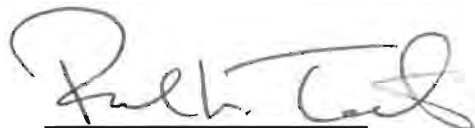
Respectfully submitted,


Michael A. Huntley
Community and Economic
Development Director

Prepared by:


Samantha Tewasart
Acting Senior Planner

Approved by:


Paul L. Talbot
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

Attachments:

- Exhibit A: Site, floor, and elevation plans
- Exhibit B: City Council Ordinance
- Exhibit C: Development Agreement with sample Loan Agreement etc.
- Exhibit D: Planning Commission Resolution No. 12-13
- Exhibit E: Declaration of Surplus Property Resolution

ORDINANCE NO.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-13-01) TO CONSTRUCT A NEW SIX-UNIT AFFORDABLE HOUSING DEVELOPMENT PROJECT AT 236 SOUTH RAMONA AVENUE.

The City Council for the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. On September 26, 2013, LINC Community Development Corporation filed an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC") requesting approval of a General Plan Amendment (GPA-13-01) and Development Agreement (DA-13-01) to construct a six-unit affordable housing development at 236 South Ramona Avenue (the "Project");
- B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for December 4, 2013. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On December 4, 2013, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff and public testimony, and applicant representatives. The Planning Commission adopted Resolution No. 12-13 which recommended that the City Council approve the General Plan Amendment and adopt the Development Agreement;
- F. The City Council reviewed the draft Development Agreement and related environmental aspects of the proposal as required by the MPMC at the January 15, 2014 hearing; and
- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of January 15, 2014.

SECTION 2: *Environmental Findings.* The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines. This project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15191 *et seq.* The project consists of the construction of six affordable housing units. The project includes a General Plan Amendment so that the land use can be consistent with the zone. The subject property is zoned R-3 (High Density Residential) and the land use designation is Low Density Residential. The General Plan Amendment will change the land use from Low Density Residential to High Density Residential. According to the Land Use Element, the High Density Residential land use category provides for a broad range of dwelling unit types which may be attached or detached. The residential units consist typically of apartments, condominiums, and townhomes built at a maximum density of 25 units per acre. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The subject property is 13,406 sq. ft. (0.31 acre) in area. The project site has no value as habitat for endangered, rare or threatened species. The project site was previously developed and is currently used as a paved parking lot for the civic center. Currently, there are no plants on the property. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The zone allows for residential developments. The project is not anticipated to generate a substantial amount of traffic, noise, air quality or water quality impacts. The site can be adequately served by all require utilities and public services.

SECTION 3: *Approval.* The Development Agreement attached as Exhibit "A," and incorporated by reference, is approved. The Mayor is authorized to execute the Development Agreement in a form approved by the City Attorney.

SECTION 4: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within

ORDINANCE NO.
PAGE 3 of 4

the political framework within which it exists and with the limitations inherent in that framework.

SECTION 6: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 8: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 9: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this __ of March, 2014.

Anthony Wong, Mayor
City of Monterey Park, California

ATTEST:

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

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on ____ of March 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

ORDINANCE NO.
PAGE 4 of 4

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

DEVELOPMENT AGREEMENT

By and Between the

THE CITY OF MONTEREY PARK

and

**LINC COMMUNITY DEVELOPMENT CORPORATION
RELATIVE TO THE DEVELOPMENT KNOWN AS
MOSAIC GARDENS AT MONTEREY PARK**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of _____, 2014, by and between the **CITY OF MONTEREY PARK**, a municipal corporation and general law city (“City”), and LINC Community Development Corporation, a California Nonprofit Benefit Corporation (“Developer”). The Parties agree as follows:

R E C I T A L S

The following recitals are a substantive part of this Agreement:

A. In furtherance of the objectives of the City of Monterey Park, City desires to dispose of certain real property of approximately 1.04 acres of real property located at 236 S. Ramona Avenue, 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue in the City of Monterey Park (collectively, the “Site”). The Site is currently owned by City.

B. City and Developer desire by this Agreement for City to convey the Site to Developer for purposes of (1) owning and operating existing affordable housing units; and (2) constructing six affordable housing units on the property located at 236 S. Ramona Avenue (the “Project”).

C. The disposition of the Site to Developer, and Developer’s acquisition of the Site and construction and completion of the Project pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the development of the Project would occur.

D. The City has determined that Developer’s proposed project will be beneficial to the City by maintaining and operating existing affordable housing units and providing for affordable housing needed to meet the Regional Housing Needs Assessment mandates as prescribed by the State.

100. DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement:

“Affordable Unit” is defined in Section 403.1 hereof.

“Agreement” means this Development Agreement between the City and the Developer.

“Association CC&Rs” is defined in Section 402 hereof.

“Best Knowledge” is defined in Section 208.1 hereof.

“Certificate of Completion” means the document which evidences the Developer’s satisfactory completion of the Improvements, as set forth in Section 310 hereof, in the form of Attachment No. 6 hereto which is incorporated herein.

“City” means the City of Monterey Park, a California municipal corporation.

“Closing” means the close of Escrow for the Conveyance of the Site from the City to the Developer, as set forth in Section 202 hereof.

“Closing Date” means the date of the Closing, as set forth in Section 202.4 hereof.

“Condition of Title” is defined in Section 203 hereof.

“Conveyance” means the conveyance of the Site by the City to the Developer on the Closing Date.

“County” means Los Angeles County.

“Date of Agreement” means the date set forth in the first paragraph hereof.

“Default” is defined in Section 501 hereof.

“Design Development Drawings” is defined in Section 302.1 hereof.

“Developer” means LINC Community Development Corporation, and its successors and assigns as permitted pursuant to this Agreement.

“Eligible Persons” means any individual, partnership, corporation or association which qualifies as a “displaced person” pursuant to the definition provided in Government Code § 7260(c) of the California Relocation Assistance Act of 1970, Government Code §§ 7260, *et seq.*, as amended, and any other applicable federal, state, or local regulations or laws.

“Environmental Consultant” means the environmental consultant which may be employed by the Developer pursuant to Section 208.2 hereof.

“Environmental Report” means the environmental investigation of the Site which may be conducted for the Environmental Consultant, as set forth in Section 208.2 hereof.

“Escrow” is defined in Section 202 hereof.

“Escrow Agent” is defined in Section 202 hereof.

“Exceptions” is defined in Section 203 hereof.

“FIRPTA” means the Foreign Investment in Real Property Transfer Act.

“Improvements” means the “project” as identified and analyzed in Resolution No.____, adopted on_____, which is incorporated by reference and includes construction of the six affordable housing units on 236 South Ramona Avenue.

“Governmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site.

“Grant Deed” means the grant deed for the Conveyance of the Site from the City to the Developer, in substantially the form of Attachment No. 3 hereto which is incorporated herein.

“Hazardous Materials” means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, without limitation, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.* (42 U.S.C. Section 6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601, *et seq.*

“Notice” means a notice in the form prescribed by Section 601 hereof.

“Purchase Price” is defined in Section 201 hereof.

“Report” means the preliminary title report, as described in Section 203 hereof.

“Schedule of Performance” means the Schedule of Performance attached hereto as Attachment No. 4 and incorporated herein, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

“Scope of Development” means the Scope of Development attached hereto as Attachment No. 5 and incorporated herein, which describes the scope, amount and quality of development of the Improvements to be constructed by the Developer pursuant to the terms and conditions of this Agreement.

“Site” means the approximately 1.04 acres of real property located at 236 S. Ramona Avenue, 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue in the City of Monterey Park. The Site is legally described in the Site Legal Description and depicted on the Site Map.

“Site Legal Description” means the description of the Site which is attached hereto as Attachment No. 2 and incorporated herein.

“Site Map” means the map of the Site which is attached hereto as Attachment No. 1 and incorporated herein.

“State” means the State of California.

“Title Company” is defined in Section 203 hereof.

“Title Policy” is defined in Section 204 hereof.

“Transfer” is defined in Section 603.1 hereof.

200. CONVEYANCE OF THE SITE

201. Disposition of Site. Developer agrees to purchase the Site from City, and the City agrees to sell the Site to Developer, in accordance with this Agreement, as follows:

As to 236 S. Ramona Avenue, Developer will pay City an all-inclusive purchase price of Five Hundred Forty Thousand dollars (\$540,000) (the “Ramona Purchase Price”). The payment of the Ramona Purchase Price represents the agreed upon reuse value of the Site, based on a reuse appraisal in accordance with applicable law, for the use and with the covenants, conditions precedent, conditions subsequent and development costs authorized by this Agreement. The Purchase Price is payable by the Developer as follows:

201.1 Deposit into the Escrow of cash or immediately available funds in the amount of the Ramona Purchase Price. These monies may be used by City for general governmental purposes; or

201.2 Deposit into the Escrow \$405,000, representing 75% of the Ramona Purchase Price. These monies may be used by City for general governmental purposes; and

201.3 Pay City the remaining \$135,000 of the Ramona Purchase Price in accordance with the terms and conditions of the Note set forth in attached Exhibit “A,” and incorporated by reference. Unless otherwise provided by applicable law, City may only use these monies for General Fund revenue.

As to 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue, Developer will pay City an all-inclusive purchase price of Two Million Eighty Thousand dollars (\$2,080,000) (“the Chandler Purchase Price”). The Chandler Purchase Price is payable by Developer as follows:

Deposit into the Escrow of cash or immediately available funds in the amount of the Chandler Purchase Price. Unless otherwise provided by applicable law, these monies may be used by City for general governmental purposes; or

In installment payments in accordance with the Note set forth in attached Exhibit “B,” and incorporated by reference. Unless otherwise provided by applicable law, City may

only use these monies for HOME Program Income Funds and Housing Successor Agency housing funds.

202. Escrow. Not later than 30 days before the close of escrow, City and Developer will deliver a copy of this Agreement to an escrow holder selected by the parties and open an escrow for the transaction described above.

202.1 Costs of Escrow. City and Developer must pay their respective portions of the premium for the Title Policy as set forth in Section 204, City must pay for the documentary transfer taxes, if any, due with respect to the Conveyance of the Site, and Developer and City each agree to pay one-half of all other usual fees, charges, and costs which arise from Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and City, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and City will cancel its own policies after the Closing. All funds received in the Escrow must be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State. All disbursements must be made by check from such account. However, if Escrow does not close within one business day from deposit of the Purchase Price, the funds must be deposited into an interest bearing account with such interest accruing to the benefit of the Developer.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing of this transaction, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing must take place within thirty (30) days after the date when both the City's Conditions Precedent and the Developer's Conditions Precedent as set forth in Section 205 have been satisfied or waived in writing by the respective parties. Escrow Agent is instructed to release City's escrow closing statement to the City and Developer's escrow closing statement to the Developer.

202.3 Authority of Escrow Agent. Escrow Agent is authorized to, and must:

(a) Pay and charge the Developer and the City for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 204 and any amount necessary to place title in the condition necessary to satisfy Section 203 of this Agreement.

(b) Pay and charge Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

(c) Disburse funds and deliver and record the Grant Deed when both the Developer's Conditions Precedent and the City's Conditions Precedent have been fulfilled or waived in writing by the respective party.

(d) Do such other actions as necessary, including, without limitation, obtaining the Title Policy, to fulfill its obligations under this Agreement.

(e) Within the discretion of Escrow Agent, direct the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA (if applicable) and any similar state act and regulation promulgated thereunder. City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. This transaction will close (the “Closing”) within thirty (30) days of the parties’ satisfaction of all of City’s and Developer’s Conditions Precedent to Closing as set forth in Section 205 hereof. “Closing” means the time and day the Grant Deed is filed for record with the County Recorder.

202.5 Termination. If Escrow is not in condition to close by the date set forth in the Schedule of Performance, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the Escrow. If either party makes a written demand for return of documents or properties, the Escrow cannot terminate until five (5) days after Escrow Agent must have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of the Escrow is without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent must proceed with the Closing as soon as possible.

202.6 Closing Procedure. Escrow Agent must close Escrow for the Site as follows:

- (a) Deliver the Purchase Price to the City as appropriately adjusted;
- (b) Record the Grant Deed(s) and Note(s) with instructions for the County Recorder to deliver the Grant Deed(s) and Note(s) to Developer;
- (c) Instruct the Title Company to deliver the Title Policy to the Developer, and deliver a copy thereof to the City;
- (d) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements; and
- (e) Deliver the FIRPTA Certificate, if any, to the Developer;
- (f) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

203. Review of Title. City will cause Fidelity National Title Insurance Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Developer a preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within thirty (30) days from the date of this Agreement. Developer has the right to reasonably approve or disapprove the Exceptions; provided, however, that Developer approves the following Exception: The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

Developer has thirty (30) days from the date of its receipt of the Report to give written notice to City and Escrow Agent of Developer's approval or disapproval of any of such Exceptions set forth in the Report. Developer's failure to give written disapproval of the Report within such time limit is deemed approval of the Report. If Developer notifies City of its disapproval of any Exceptions in the Report, City has the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before the Closing. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer has fifteen (15) days after the expiration of such thirty (30) day period to either give the City written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided are referred to as the "Condition of Title." The Developer has the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by Developer). The City cannot voluntarily create any new exceptions to title following the Date of this Agreement without the approval of the Developer, which approval cannot unreasonably be withheld.

204. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site, there must be issued to Developer an ALTA extended coverage owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in Developer in the condition required by Section 203 of this Agreement. The Title Company must provide the City with a copy of the Title Policy. The policy amount of the Title Policy must be for not less than the amount of the Purchase Price. The City agrees to remove on or before the Closing any deeds of trust or other monetary liens against the Site, if any. The City must pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the incremental additional cost of the ALTA policy, a higher policy amount or any endorsements requested by the Developer, is borne by the Developer.

205. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 City's Conditions of Closing. City's obligation to proceed with the Closing of the Conveyance is subject to the fulfillment or waiver in writing by City of each and all of the conditions precedent (a) through (g), inclusive, described below ("City's Conditions Precedent"), which are solely for the benefit of City, and which must be fulfilled or waived by the time periods provided for herein:

(a) **No Default.** Before the Close of Escrow, Developer cannot be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein is true and correct in all material respects.

(b) **Execution of Documents.** The Developer must have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) **Payment of Funds.** Before the Close of Escrow, Developer must have paid the Purchase Price and all required costs of Closing into Escrow in accordance with Sections 201 and 202 hereof as appropriately adjusted.

(d) **Land Use Approvals.** Developer must have received all land use approvals and entitlements required pursuant to Section 302. In addition, City must have completed all procedures needed to surplus the Site in accordance with applicable law.

(e) **Insurance.** Developer must have provided proof of insurance as required by Section 306 hereof.

(f) **Financing.** City must have approved financing of the Improvements as provided in Section 311.1, and such financing must have closed and funded or be ready to close and fund upon the Closing.

(g) **Plans and Permits.** Developer must have obtained City approval of its rough grading plans for the entire Site, and rough grading permits must be ready to be issued (including payment of necessary fees, posting of required security, and similar items).

205.2 Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (i), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which must be fulfilled or waived by the time periods provided for herein:

(a) **No Default.** Before the Close of Escrow, City cannot be in default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein are true and correct in all material respects.

(b) **Execution of Documents.** City must have executed the Grant Deed and any other documents required hereunder, and delivered such documents into Escrow.

(c) **Review and Approval of Title.** Developer must have reviewed and approved the condition of title of the Site, as provided in Section 203 hereof.

(d) **Review and Approval of Environmental Condition of Site.** Developer must have reviewed and approved the environmental condition of the Site, as provided in Section 208 hereof.

(e) **[Intentionally Blank].**

(f) **Title Policy.** The Title Company must, upon payment of Title

Company's regularly scheduled premium, have agreed to provide to Developer the Title Policy for the Site upon the Close of Escrow, in accordance with Section 204 hereof.

(g) Land Use Approvals. Developer must have received all land use approvals, entitlements and permits required pursuant to Section 303. Additionally, the Site must be declared surplus in accordance with applicable law.

(h) Financing. Developer must have obtained financing of the Improvements as provided in Section 311.1 hereof, and such financing must be ready to close and fund concurrently with the Closing.

(i) Plans and Permits. Developer must have obtained City approval of its rough grading plans for the entire Site, and rough grading permits must be ready to be issued (upon payment of necessary fees, posting of required security, and similar items).

206. Representations and Warranties.

206.1 City Representations. City represents and warrants to Developer as follows:

(a) Authority. City is a public body, corporate and politic has been authorized to transact business pursuant to action of the City. City has full right, power and lawful authority to grant, sell and convey the Site as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of the City.

(b) FIRPTA. The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the Best Knowledge of the City, threatened with respect to the ownership, operation or environmental condition of the Site or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods and services).

(e) Violation. To the Best Knowledge of the City, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Site, which have not been entirely corrected. In the event City has actual knowledge of any such violations, City must (i) immediately provide Developer with copies of all documents evidencing such violation, and (ii) cure such violation before Closing.

(f) No Other Offers. Unless otherwise mandated by applicable law, City has not made, and before the Closing Date will not make, any commitments to any governmental authorities, utility company, school board, church or other religious body, or any homeowner or

homeowner's association, or to any other organization, group or individual, relating to the Site which would impose any obligation on the Developer, or its successors or assigns, after the Closing Date to make any contributions of money, dedications of land or grant of easements or rights of way, or to construct, install or maintain any improvements of a public or private nature on or off the Site, without the approval of the Developer.

Until the Closing, the City must, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.1 not to be true as of the Closing, immediately give written notice of such fact or condition to the Developer. Such exception(s) to a representation cannot be deemed a breach of this Agreement by the City hereunder, but constitutes an exception which the Developer has a right to approve or disapprove. If the Developer elects to close Escrow following disclosure of such information, City's representations and warranties are deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, the Developer elects to not close Escrow, then this Agreement and the Escrow will automatically terminate, and neither party will have any further rights, obligations or liabilities pursuant to this Agreement. The representations and warranties set forth in this Section 206.1 will survive the Closing.

206.2 Developer's Representations. The Developer represents and warrants to City as follows:

(a) **Authority.** Developer is a duly organized a California Nonprofit Benefit Corporation liability company authorized to do business within the State of California. The copies of the documents evidencing the organization of the Developer which have been delivered to the City are true and complete copies of the originals, as amended to the date of this Agreement. The Developer has full right, power and lawful authority to purchase and accept the Conveyance of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of the Developer.

(b) **No Conflict.** To the best of Developer's knowledge, Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Developer is a party or by which it is bound.

(c) **No Developer Bankruptcy.** The Developer is not the subject of a bankruptcy proceeding.

Until the Closing, the Developer must, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.2 not to be true as of the Closing, immediately give written notice of such fact or condition to the City. Such exception(s) to a representation is not deemed a breach of this Agreement by the Developer, but constitutes an exception which City has a right to approve or disapprove. If the City elects to close Escrow following disclosure of such information, Developer's representations and warranties are deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, the City elects to not close Escrow, then this Agreement and the Escrow will automatically terminate, and neither party will have any further rights, obligations or liabilities

pursuant hereunder. The representations and warranties set forth in this Section 206.2 will survive the Closing.

207. Studies and Reports. Before the Closing, representatives of Developer have the right of access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the soils and environmental condition of the Site pursuant to Section 208 hereof. Any preliminary work undertaken on the Site by Developer before the Closing must be done at the sole expense of the Developer, and following the Developer's execution of a right of entry agreement to be provided by the City. Any preliminary work can be undertaken only after securing any necessary permits from the appropriate governmental agencies.

208. Condition of the Site.

208.1 Disclosure. City represents that to its Best Knowledge, other than the foregoing, it is not aware of and has not received any notice or communication from any government City having jurisdiction over the Site notifying City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Site, or any portion thereof, except as may be set forth in the environmental reports which the City has submitted to the Developer before the Date of Agreement. "Best Knowledge" does not impose a duty of investigation, and is limited to the actual knowledge of City employees and agents who manage the Site or have participated in the preparation of this Agreement, and all documents and materials in the possession of the City.

208.2 Investigation of Site. Developer has the right, at its sole cost and expense, to engage its own environmental consultant (the "Environmental Consultant") to make such investigations as Developer deems necessary, including any "Phase 1" and/or "Phase 2" investigations of the Site, and the City must promptly be provided a copy of all reports and test results provided by the Environmental Consultant (the "Environmental Report"). Upon completion of such investigations, Developer must restore the Site to the same or better condition as before the investigation. In addition, and without limitation, Developer must ensure no liens are placed on the Site as a result of Developer's actions.

208.3 Approval of Environmental Condition of Site. Developer has the right to approve or disapprove the environmental condition of the Site by Notice to the City before the Conveyance. If Developer disapproves the environmental condition of the Site, this Agreement will terminate.

208.4 No Further Warranties As To Site. Except as otherwise provided herein, the physical condition and title to the Site is and will be delivered from City to Developer in an "as-is" condition, with no warranty expressed or implied by City, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder.

208.5 Developer Precautions After Closing. Upon and after the Closing, Developer must take all necessary and reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions must include compliance with all Governmental Requirements with respect to Hazardous Materials.

In addition, Developer must install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

208.6 Post-Conveyance Discovery of Hazardous Substances. In the event that Developer, after the Conveyance of the Site to the Developer, despite its good faith preconveyance investigations, determines that Hazardous Materials were present on the Property at the time of Close of Escrow, or that the Property is in violation of or in noncompliance with applicable environmental laws at the time of close of escrow, then Developer has the power to rescind and terminate this Agreement, reconvey the Site to the City, and receive any consideration paid for the Site to the City, subject to the following limitations, terms and provisions:

1. if the amount of monies reasonably necessary to remediate the Hazardous Materials or to cause the Site to be in compliance with the Environmental Laws is Twenty-Five Thousand Dollars (\$25,000.00) or less. In such circumstance, Developer is responsible for the remediation of the Site, and has no right or power to rescind or terminate this Agreement or seek any remedy at law or equity against or to the prejudice of City with respect to the environmental condition of the Site.

2. if the amount of monies reasonably necessary to remediate the Hazardous Materials pursuant to applicable law and generally accepted procedure or to cause the Site to be in compliance with the Environmental Laws is more than Twenty-Five Thousand Dollars (\$25,000.00) and the City agrees to pay the amount which is in excess of Twenty-Five Thousand Dollars (\$25,000.00) (the "Excess Payment"), City is not required to contribute the Excess Payment unless and until Developer has first paid out the first Twenty-Five Thousand Dollars (\$25,000.00) towards such undertaking. Developer is not required to expend any sum in furtherance of remediation until City first agrees in writing to pay the Excess Payment.

c. In the event of rescission pursuant to this Section 208.6, Developer must promptly reconvey title to the Site to City, and City must concurrently refund the Purchase Price to the Developer.

208.7 City Indemnity. The City agrees to indemnify, defend and hold the Developer and its officers, employees, agents and representatives, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Site, use on the Site, generation on the Site, discharge from the Site, storage on the Site, disposal on or from the Site, or transportation to or from the Site of any Hazardous Materials during the period of the City's ownership of the Site; or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site during the period of the City's ownership of the Site; except to the extent caused or contributed to by the negligence or willful misconduct of the Developer or its officers, employees, agents or representatives. This indemnity includes, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or

the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

208.8 Developer Indemnity. Upon and after the Closing, Developer agrees to indemnify, defend and hold City, and their officers, employees, agents and representatives, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Site, use on the Site, generation on the Site, discharge from the Site, storage on the Site, disposal on or from the Site, or transportation to or from the Site of any Hazardous Materials during the period of Developer's ownership of the Site, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site during the period of Developer's ownership of the Site, except to the extent caused or contributed to by the negligence or willful misconduct of the City, or their officers, employees, agents or representatives. This indemnity includes, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

300. DEVELOPMENT OF THE SITE

301. Scope of Development. The Developer must develop or cause the development of the Improvements in accordance with the Scope of Development, the Monterey Park Municipal Code, and the plans, drawings and documents submitted by the Developer and approved by the City as set forth herein.

302. Design Review.

302.1 Developer Submissions. Before commencement of construction of the Improvements or other works of improvement upon the Site, and as a City Condition Precedent to the Closing pursuant to Section 205.1, and at or before the times set forth herein, the Developer must submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer, on or before the date set forth in the Schedule of Performance, must further submit to the City such plans for the Improvements as required by the City in order for Developer to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Developer must revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

302.2 City Review and Approval. The City has all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the Monterey Park Municipal Code, and nothing set forth in this Agreement can be construed as the City's approval of any or all of the Design Development Drawings.

302.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Monterey Park Municipal Code and all other applicable

uniform codes (e.g. Building, Plumbing, Fire, Electrical) as adopted by the Monterey Park Municipal Code and under other applicable laws and regulations must be included by the Developer in its Design Development Drawings and other required submittals and be completed during the construction of the Development.

302.4 Defects in Plans. The City is not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 302.

303. [Intentionally Blank.]

304. Schedule of Performance. The Developer must submit all Design Development Drawings, commence and complete all construction of the Improvements, and both parties must satisfy all other obligations and conditions of this Agreement, within the times established therefor in the Schedule of Performance.

305. Cost of Construction. Except to the extent otherwise expressly set forth in this Agreement, all of the cost of planning, designing, developing and constructing all of the Improvements, site preparation and grading must be borne solely by the Developer.

306. Insurance Requirements. The Developer must take out and maintain or cause its contractor to take out and maintain until the issuance of the Certificate of Completion pursuant to Section 310 of this Agreement, a comprehensive general liability policy in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit policy, and a comprehensive automobile liability policy in the amount of One Million Dollars (\$1,000,000) combined single limit, including contractual liability, as protecting the Developer, City from claims for such damages. 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 will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the Developer, and City, their 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 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. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto). The Developer must also furnish or cause to be furnished to the City a 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 the 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.” The certificate and endorsement by the insurance carrier must contain a statement of obligation on the part of the carrier to notify City and the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer must be primary insurance and not be contributing with any insurance maintained by the City, and the policy must contain such an endorsement. The insurance policy or the endorsement must must a waiver of subrogation for the benefit of the City. The required certificate must be furnished by the Developer at the time set forth therefor in the Schedule of Performance.

307. Indemnity. The Developer must defend, indemnify, assume all responsibility for, and hold the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage accrues or is discovered before or after termination of this Agreement. The Developer is not liable for property damage or bodily injury to the extent occasioned by the active negligence of the City or its agents or employees.

Whenever any officer, employee, agent or contractor of the City enters upon the Site for the purpose of exercising its rights or performing its obligations under this Agreement, then the City must defend, indemnify and hold the Developer harmless from all liability, loss and damages asserted as a result of or arising in any way out of acts or omissions of City or its officers, employees, agents or contractors upon the Site. The City is not liable for property damage or bodily injury to the extent occasioned by the negligence of the Developer or its agents or employees.

308. Rights of Access. Before a Certificate of Completion is issued (as specified in Section 310 of this Agreement), for purposes of assuring compliance with this Agreement, representatives of the City has the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement and upon reasonable notice, including without limitation, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. The City (or its representatives) must, except in emergency situations, notify the Developer before exercising its rights pursuant to this Section 308.

309. Compliance With Laws.

309.1 General Compliance. The Developer must carry out the design and construction of the Improvements in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Monterey Park Municipal Code subject to the separate redevelopment.

309.2 Taxes and Assessments. The Developer must pay before delinquency all ad valorem real estate taxes and assessments on the Site, subject to the Developer's right to contest in good faith any such taxes.

309.3 [Intentionally Blank.]

310. Certificate of Completion. At the request of the Developer, promptly after completion of all of the Improvements in conformity with this Agreement, the City must furnish the Developer with a "Certificate of Completion," substantially in the form of Attachment No. 6 hereto which is incorporated herein by reference. The City cannot unreasonably withhold such Certificate of Completion. The Certificate of Completion is a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion must so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site covered by such Certificate of Completion cannot (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as described

in Section 406 of this Agreement.

If the City refuses or fails to furnish the Certificate of Completion, after written request from the Developer, the City must, within fifteen (15) days of written request therefor, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement must also contain the City's opinion of the actions the Developer must take to obtain the Certificate of Completion. Even if the City must have failed to provide such written statement within such fifteen (15) day period, the Developer cannot be deemed entitled to the Certificate of Completion. The Certificate of Completion cannot constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, or any part thereof. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

311. Financing of the Improvements.

City will provide a \$834,833 HOME loan to Developer to construct the Improvements on the property located at 236 S. Ramona Avenue. Such loan will be for a term of not less than 30 years and bear interest at 3% simple interest. Such funds may only be spent for construction, and related, costs. As part of the Improvements, Developer agrees to construct [19 public spaces at the street parking level for use by the City and the general public. Use of these parking spaces must be secured by a covenant recorded against the property in a form approved by the City Attorney. Also, Developer's construction of new improvements must include a multipurpose room that may be used by occupants of the Project, or their invitees, at reasonable times.

311.1 Approval of Financing. As required herein and as a City Condition Precedent to the Closing, Developer must submit to City evidence that Developer has obtained sufficient equity capital or has obtained conditional commitments for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement. City must approve or disapprove such evidence of financing commitments within a reasonable time of a complete submission. Approval cannot be unreasonably withheld or conditioned. If City disapproves any such evidence of financing, City can do so by notice to Developer stating the reasons for such disapproval and Developer must promptly obtain and submit to City new evidence of financing. City must approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section for the approval or disapproval of the evidence of financing as initially submitted to City. Developer must close the approved construction financing before or concurrently with the Closing.

Such evidence of financing must include the following: (a) a final project budget showing all projected Developer's Costs, (b) a copy of a loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction of the Improvements, subject to such lenders' reasonable, customary and normal conditions and terms, and (c) evidence of Developer's equity funds committed to such construction, and other documentation satisfactory to the City as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to construct and complete the Improvements.

311.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leasebacks are permitted before City

issues a Certificate of Completion only with the City's prior written approval, which cannot be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Site, construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs) on or in connection with the Site and any other purposes necessary and appropriate in connection with development under this Agreement. Developer can notify the City in advance of any mortgage, deed of trust or sale and lease-back financing, if Developer proposes to enter into the same before completion of the construction of the Improvements. The words "mortgage" and "trust deed" as used hereinafter include sale and lease-back. The Developer cannot enter into any such conveyance for financing without the prior written approval of the City, which approval cannot unreasonably be withheld.

311.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement cannot be obligated by the provisions of this Agreement to construct or complete the Improvements or any portion thereof, or to guarantee such construction or completion; nor can any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement is deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

311.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City may deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Improvements, City must at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder must (insofar as the rights granted by the City are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement is deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder relates. Any such holder properly completing such Improvement is entitled, upon compliance with the requirements of Section 310 of this Agreement, to a Certificate of Completion. It is understood that a holder is deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Monterey Park Municipal Code. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that upon the Closing and during construction of the Improvements, Developer must devote the Site to the uses specified in this Agreement for the periods of time specified therein. All uses

conducted on the Site, including, without limitation, all activities undertaken by Developer pursuant to this Agreement, must conform to all applicable provisions of the Monterey Park Municipal Code.

406. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Site. Except as otherwise provided herein, the covenants contained in this Agreement remain in effect until City issues the Certificate of Completion, and terminate at such time. Such termination cannot affect the requirements of the Grant Deed, which must remain in effect according to its terms.

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default must give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant cannot institute any proceeding against any other party (and the other party cannot be in Default) if such party cures such failure within thirty (30) days from receipt of such notice; or, if the nature of such Default is such that more than thirty (30) days is reasonably required to cure such deficiency if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or works with due diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions are instituted in the Superior Court of the State of California, Los Angeles County.

503. Termination by the Developer Before the Conveyance. In the event that before the Conveyance Developer is not in Default under this Agreement and (a) City does not tender title to the Site pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement, or (b) one or more of Developer's Conditions Precedent to the Closing is not fulfilled or waived in writing by Developer on or before the time set forth in the Schedule of Performance, or (c) any Default of City before the Closing is not cured within the time set forth in Section 501 hereof, after written demand by Developer, or (d) Developer timely disapproves the environmental or soils condition of the Site pursuant to Section 208 hereof, then this Agreement may, at Developer's option, be terminated by written notice thereof to the City. From the date of the written notice of termination of this Agreement by Developer to City and thereafter this Agreement is deemed terminated and there are no further rights or obligations between the parties with respect to the Site by virtue of or with respect to this Agreement, except for that of defense and indemnification as provided above.

504. Termination by the City Before the Conveyance. In the event that before the Conveyance City is not in Default under this Agreement and (a) one or more of City's Conditions

Precedent to the Closing is not fulfilled or waived in writing by City on or before the time set forth in the Schedule of Performance; or (b) Developer is otherwise in Default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of the Agreement or the Site, may, at City's option, be terminated by City by written Notice thereof to Developer. From the date of the written Notice of termination of this Agreement by City to Developer and thereafter this Agreement is deemed terminated and there are no further rights or obligations between the parties.

505. Reentry and Revesting of Title in City After the Closing and Before Completion of Construction. City has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing and before the issuance of the Certificate of Completion, Developer (or its successors in interest):

(a) fail to start the construction of the Improvements as required by this Agreement for a period of ninety (90) days after written notice thereof from City; or

(b) abandon or substantially suspend construction of the Improvements required by this Agreement for a period of ninety (90) days after written notice thereof from City; or

(c) contrary to the provisions of Section 603 Transfer or suffer any involuntary Transfer in violation of this Agreement, and such Transfer has not been approved by City or rescinded within thirty (30) days of notice thereof from City to Developer.

Such right to reenter, terminate and revest is subject to and be limited by and cannot defeat, render invalid or limit.

The Grant Deed must contain appropriate reference and provision to give effect to City's right as set forth in this Section 505, under specified circumstances before recordation of the Certificate of Completion, to reenter and take possession of the Site, with all improvements thereon, and to terminate and revest in City the estate conveyed to Developer. Upon the revesting in City of title to the Site as provided in this Section 505, City must use reasonable efforts to resell the Site as soon and in such manner as City finds feasible and consistent with the objectives of such law, as it exists or may be amended, to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as is satisfactory to City and in accordance with the uses specified for such Site. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, is applied:

- i. First, to reimburse City, on its own behalf, all costs and expenses incurred by City (including, without limitation, legal fees), excluding City staff costs, but specifically including, without limitation, any expenditures by the City in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the City from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which Developer has not paid (or, in the event that Site is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if

the Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time or revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site, or part thereof; and any amounts otherwise owing City, and in the event additional proceeds are thereafter available; then

- ii. Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site and for the improvements existing on the Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements is retained by City as its property. The rights established in this Section 505 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy is cumulative and concurrent and is in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Site to the Developer for affordable housing purposes and not for speculation in undeveloped land.

507. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies cannot preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

508. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default cannot operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

509. Applicable Law. The laws of the State of California must govern the interpretation and enforcement of this Agreement. Venue for any action is in the Superior Court for Los Angeles County, California.

510. Non-Liability of Officials and Employees of City. No member, official or employee of the City is personally liable to Developer, or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Monterey Park
320 W. Newmark Avenue
Monterey Park, California 91754
Attention: City Manager

To Developer: LINC Community Development Corporation
SVP and Director of Housing Development
110 Pine Ave., Suite 500
Long Beach, California 90802
Attention: Suny Lay Chang
Facsimile: (562) 684-1137
Email: schang@linchousing.org

Any written notice, demand or communication is deemed received immediately if delivered by hand and is deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder cannot be deemed to be in Default, and all performance and other dates specified in this Agreement is extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; terrorist acts; insurrection; strikes; lockouts; riots; floods; earthquakes exceeding 3.8 on the Richter scale; fires; casualties; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier beyond Developer's control; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental City or entity (other than the acts or failures to act of the City which cannot excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform, excluding, specifically, general economic conditions or economic downturn. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause is for the period of the enforced delay and must 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 thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Improvements cannot constitute grounds of enforced delay pursuant to this Section 602.

603. Transfers of Interest in Site or Agreement.

603.1 Prohibition. The qualifications and identity of Developer are of particular concern to City. It is because of those qualifications and identity that City entered into this Agreement with Developer. Accordingly, for the period commencing upon the date of this Agreement and until City issues the Certificate of Completion (a) no voluntary or involuntary successor in interest of Developer can acquire any rights or powers under this Agreement, (b) nor can Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Improvements thereon (collectively, a "Transfer"), without City's prior written, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer is not required in connection with any of the following:

(a) Any Transfer to a limited liability company, partnership, corporation, or other entity or entities in which Developer and/or LINC Housing Corporation retains a portion of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) The conveyance or dedication of any portion of the Site to City or other public entity, or the granting of easements or permits to facilitate construction of the Improvements.

(c) Any requested assignment for financing purposes (subject to such financing being considered and approved by the City pursuant to Section 311 herein), including the grant of a deed of trust to secure the funds necessary for construction of the Improvements.

In the event of a Transfer by Developer under subparagraph (a) above not requiring City's prior approval, Developer nevertheless agrees that at least thirty (30) days before such Transfer it must give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement of all of the obligations of this Agreement. Such assignment must release the assigning Developer from any obligations to the City hereunder.

603.3 City Consideration of Requested Transfer. The City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section, provided Developer delivers written notice to City requesting such approval. Such notice must be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section and as reasonably determined by City. City may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement developer (ii) the transferee's past performance as developer of residential housing, (iii) the current financial condition of the transferee, and (iv) similar factors. The City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the City's legal counsel must also be required for all proposed Transfers. Within thirty (30) days after receiving

Developer's written notice requesting City approval of a Transfer pursuant to this Section, City must either approve or disapprove such proposed assignment or must respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer must promptly furnish to City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement is binding upon Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term includes any other permitted successors and assigns as herein provided.

603.5 Assignment by City. City may assign or transfer any of its rights or obligations under this Agreement with Developer's approval, which approval cannot be unreasonably withheld.

604. Relationship Between City and Developer. It is acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer cannot be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City has no rights, powers, duties or obligations with respect to the development of the Improvements.

605. City Approvals and Actions. City's City Manager has authority to implement this Agreement including, without limitation, the ability to execute amendments, waive provisions, make approvals and issue interpretations of this Agreement on City's behalf so long as such actions do not constitute material or substantial changes. Such approvals and interpretations may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive approvals, interpretations, waivers or amendments must require the consideration, action and written consent of the City Council.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, must constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and is of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

608. Real Estate Brokerage City. City and Developer each represent to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Site, and agrees to hold harmless the other party from such agency or fees as are alleged to be due from the party making such representations.

609. Titles and Captions. Titles and captions are for convenience of reference only and

do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number must each be deemed to include the others where and when the context so dictates. The word “including” is construed as if followed by the words “without limitation.” This Agreement is interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party cannot be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, is made in writing and in each instance signed on behalf of each party. The City Manager may execute such amendment on behalf of the City upon City Council approval.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances is held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, cannot be affected, and is valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” means all holidays as specified in Government Code §§ 6700 and 6701. If any act is to be done by a particular time during a day, that time is Pacific Time Zone time.

615. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by the City and the Developer of each and every obligation and condition of this Agreement.

617. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, without limitation, releases or additional agreements.

618. Conflicts of Interest. Developer warrants that, except as otherwise provided in this Agreement, it has not paid or given, and will not pay or give, any third party any money or other

consideration for obtaining this Agreement.

619. Time for Acceptance of Agreement by City. This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City on or before thirty (30) days after signing and delivery of this Agreement by the Developer or this Agreement is void, except to the extent that the Developer must consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have executed this Development Agreement as of the date set forth above.

CITY:

By: _____
Paul Talbot, City Manager

ATTEST:

Vincent Chang, City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

APPROVED AS TO FORM:

DEVELOPER:

By:

By: _____

By: _____

ATTACHMENT NO. 1

SITE MAPS

SEE ATTACHED



Aerial Photo Map: 321 E. Pomona Blvd
APN: 5265-015-900



**Aerial Photo Map: 325 E. Pomona Blvd
APN: 5265-015-903**



Aerial Photo Map: 341 E. Pomona Blvd
APN: 5265-015-902



Aerial Photo Map: 371 E. Pomona Blvd
APN: 5265-015-901



Aerial Photo Map: 534 N. Chandler Ave
APN: 5256-008-900



Aerial Photo Map: 236 S. Ramona Ave
APN: 5257-013-900

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF SITE

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

321 E. Pomona Avenue:

Lot 3 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5265-015-900

325 E. Pomona Avenue:

Parcel 2:

Lot 4 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5265-015-903

341 E. Pomona Avenue:

Lot 10 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County. Except therefrom the West 45.38 feet thereof.

Assessor's Parcel Number: 5265-015-902

371 E. Pomona Ave:

Lot 7 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5265-015-901

534 N. Chandler Avenue:

Parcel 1:

The North 52.50 feet of Lot 262, of Ramona Acres Plat No. 2, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 134 and 135 of Maps, in the Office of the County Recorder of said County.

Parcel 2:

The Southerly 26 feet of Lot 263, of Ramona Acres Plat No. 2, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 134 and 135 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5256-008-900

236 S. Ramona Avenue

Lot 12 in Block "H" of Tract No. 786, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 58 and 59 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 240 feet thereof.

Except therefrom all oil, gas, and other hydrocarbon substances in and under all of the above described real property, but without any right to penetrate, use or disturb the surface of said property or any portion of said property within five hundred (500) feet of the surface thereof, as reserved in that certain Grant Deed recorded April 16, 1986, as Instrument No. 86-467006, of Official Records.

Assessor's Parcel Number: 5257-013-900

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

GRANT DEED

The **City of MONTEREY PARK**, a public body, corporate and politic (the “City”), hereby grants to _____, a _____ (“Developer”), the real property hereinafter referred to as the “Site,” described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

2. Permitted Uses. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, the Developer must devote the Site to the uses specified in the Redevelopment Plan and this Grant Deed for the periods of time specified therein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to the DA, must conform to the DA, the Redevelopment Plan and all applicable provisions of the Monterey Park Municipal Code. The foregoing covenants must run with the land.

a. For the period commencing upon the date of this Grant Deed and until the issuance of the Certificate of Completion in accordance with Section 310 of the DA, no voluntary or involuntary successor in interest of the Developer must acquire any rights or powers under the DA or this Grant Deed, nor must the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Improvements thereon, without the prior written approval of the City or as otherwise permitted

pursuant to Section 603 of the DA.

b. The Developer cannot place or suffer to be placed on the Site any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the Improvements on the Site, and any other expenditures necessary and appropriate to develop the Site pursuant to the DA, except as provided in Section 311 of the DA.

All of the terms, covenants and conditions of this Grant Deed is binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Grant Deed, such term must include any other successors and assigns as herein provided.

4. Nondiscrimination. The Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there is no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor must the Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants must run with the land.

The Developer must refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts must contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there is no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor must the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants must run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there is no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor must the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees,

sublessees, subtenants, or vendees in the premises herein leased.”

(c) **In contracts:** “There is no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor must the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

5. City Right of Reentry. The City has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in the City the estate conveyed to the Developer if after the Closing and before the issuance of the Certificate of Completion, the Developer (or its successors in interest) must:

(a) fail to start the construction of the Improvements as required by the DA for a period of ninety (90) days after written notice thereof from the City; or

(b) abandon or substantially suspend construction of the Improvements required by the DA for a period of ninety (90) days after written notice thereof from the City; or

(c) contrary to the provisions of Section 603 of the DA transfer or suffer any involuntary Transfer in violation of the DA, and such Transfer has not been approved by the City or rescinded within thirty (30) days of notice thereof from City to Developer.

Such right to reenter, terminate and revest is subject to and be limited by and cannot defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by the DA; or
2. Any rights or interests provided in the DA for the protection of the holders of such mortgages or deeds of trust.

Notwithstanding the above, however, the City must have no right to retake possession of portions of the Site sold to individual homebuyers in the ordinary course of business. Upon the revesting in the City of title to the Site as provided in this Section 5, the City must, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the City must find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as is satisfactory to the City and in accordance with the uses specified for such Site or part thereof in the Redevelopment Plan. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, is applied:

i. First, to reimburse the City, on its own behalf or on behalf of the City, all costs and expenses incurred by the City, excluding City and City staff costs, but specifically, including, without limitation, any expenditures by the City or the City in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the City

from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which the Developer has not paid (or, in the event that Site is exempt from taxation or assessment of such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time or reversion of title thereto in the City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site, or part thereof; and any amounts otherwise owing the City, and in the event additional proceeds are thereafter available, then

ii. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site and for the improvements existing on the Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements is retained by the City as its property. The rights established in this Section 5 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy is cumulative and concurrent and is in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the City will have conveyed the Site to the Developer for redevelopment purposes, particularly for development of live-work townhouses, and not for speculation in undeveloped land.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed must defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the DA; provided, however, that any subsequent owner of the Site is bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. Covenants Run With Land. All covenants contained in this Grant Deed is covenants running with the land. All of Developer's obligations hereunder except as provided hereunder must terminate and will become null and void upon the expiration of the Redevelopment Plan. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed must remain in effect in perpetuity.

8. Covenants For Benefit of City. All covenants without regard to technical classification or designation is binding for the benefit of the City, and such covenants must run in favor of the City for the entire period during which such covenants is in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City, in the event of any breach of any such covenants, must have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. Revisions to Grant Deed. Both City, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Site must have the right with the mutual consent of the City to consent and agree to changes in, or to eliminate in

whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. However, Developer and City are obligated to give written notice to and obtain the consent of any first mortgagee before consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, cannot benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan must require the consent of the Developer.

CITY:

By: _____
Paul Talbot, City Manager

ATTEST:

Secretary

APPROVED AS TO FORM:

Karl H. Berger, City Counsel

DEVELOPER: LINC Community Development Corporation

By: _____

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

236 S. Ramona Avenue

Lot 12 in Block "H" of Tract No. 786, in the City of Monterey Park,
County of Los Angeles, State of California, as per map recorded in Book
16, Pages 58 and 59 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 240 feet thereof.

Except therefrom all oil, gas, and other hydrocarbon substances in and under all of the
above described real property, but without any right to
penetrate, use or disturb the surface of said property or any portion of said property within
five hundred (500) feet of the surface thereof, as reserved in that certain Grant Deed
recorded April 16, 1986, as Instrument No. 86-467006, of Official Records.

Assessor's Parcel Number: 5257-013-900

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me

-or-

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

If tax credits are awarded based on the first round application for tax credits, then the “first round” column below apply. If tax credits are awarded based on the second round application for tax credits, then “Second Round” apply.

	First Round	Second Round
Apply for 9% Low Income Housing Tax Credits	March 2014	July 2014
Submit Letter Describing approval or disapproval of 9% Tax Credits	June 2014	September 204
Close Escrow, if preconstruction close is approved by City Manager, otherwise within 180 days of the TCAC Award	August 2014	August 2014
Submit evidence of all necessary Financing to complete project	September 2014	December 2014
Submittal of construction bid summary and basis for selection of winning bid, followed by submittal of construction contract	November 2014	February 2015
Plans approved and building permits issued	December 2014	March 2015
Commence Construction	January 2015	April 2015
Submit a plan to advertise units	January 2016	April 2016
Advertise rental application opportunity	February 2016	May 2016
Complete Construction	October 2016	December 2016
Grand Opening Ceremony	January 2017	March 2017

ATTACHMENT NO. 5
SCOPE OF DEVELOPMENT

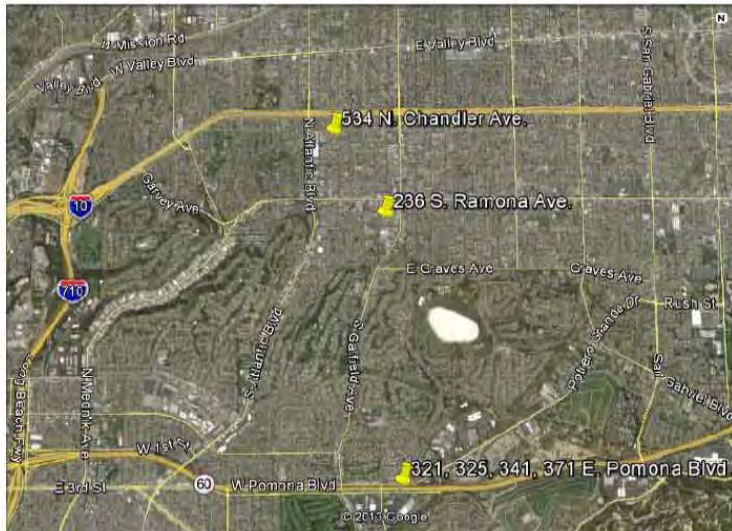
SEE ATTACHED



Mosaic Gardens at Monterey Park

LINC proposes to acquire and rehabilitate five existing City-owned residential income properties (25 units) and build six new affordable apartments, including replacement parking, at the City-owned property at 236 S. Ramona Ave. in Monterey Park. The apartments will be restricted to very low and low-income families, who earn between 30% and 60% of area median income. We propose to finance the effort through low-income housing tax credits, construction financing, and the value of the properties owned by the City of Monterey Park.

Property Location Map:



Properties:

- 534 Chandler. Existing City-owned apartments, 8 conforming units and 1 non-conforming unit.
- 236 S. Ramona Ave. Existing City-owned parking lot
- 321 E. Pomona Blvd. Existing City-owned apartments, 4 units
- 325 E. Pomona Blvd. Existing City-owned apartments, 4 units
- 341 E. Pomona Blvd. Existing City-owned apartments, 4 units
- 371 E. Pomona Blvd. Existing City-owned apartments, 4 units



Existing Apartment Buildings:



ATTACHMENT NO. 6

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
_____)
)
)
Attn:)

This document is exempt from the payment of a recording fee
pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the “Release”) is made by the **CITY OF MONTEREY PARK**, a public body, corporate and politic (the “City”), in favor of _____, a _____ (the “Developer”), as of _____, 2014.

R E C I T A L S

A. The City and the Developer have entered into that certain Development Agreement (the “DA”) dated _____, 2014, concerning the development of certain real property situated in the City of Monterey Park, California as more fully described in Exhibit “A” attached hereto and made a part hereof.

B. As referenced in Section 310 of the DA, the City is required to furnish the Developer or its successors with a Certificate of Completion upon completion of construction of the Improvements (as defined in Section 100 of the DA), which Certificate of Completion is required to be in such form as to permit it to be recorded in the Recorder’s office of Los Angeles County. This Certificate of Completion is conclusive determination of satisfactory completion of the construction and development required by the DA.

C. The City has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Improvements to be constructed by the Developer have been fully and satisfactorily completed in conformance with the DA. Except as otherwise provided in the DA, the provisions of the DA are hereby terminated and of no further force or effect. The Grant Deed and other documents executed and recorded pursuant to the DA must remain in effect and enforceable according to their terms.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion as of the date set forth above.

CITY OF MONTEREY PARK, a public body,
corporate and politic

By: _____
Paul Talbot, City Manager

ATTEST:

Secretary

APPROVED AS TO FORM:

Karl H. Berger,

APPROVED BY DEVELOPER:

_____, a

By: _____

By: _____

EXHIBIT “A”

SITE DESCRIPTION

[TO BE ATTACHED]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me

-or-

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me

-or-

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

WITNESS my hand and official seal.

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Signer is representing:
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(continued)

Page

**LOAN AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK
AND
LINC HOUSING DEVELOPMENT CORPORATION**

This Loan Agreement ("Loan Agreement") is made this ____ day of __ 2014, by and between the City of Monterey Park, a municipal corporation ("City") and LINC Housing Development Corporation, a Limited Liability Corporation ("Borrower").

RECITALS

A. City wishes to promote the development and ownership of affordable multifamily rental housing within the City of Monterey Park.

B. Borrower intends to rehabilitate, own and manage 25 affordable housing units for low and very low income residents located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, California (the "Project").

C. Borrower applied to City for loans to provide financing for the Project, including, without limitation, covering the cost of certain impact fees required by the City.

D. The City agreed to loan Borrower the sums requested upon the terms and conditions set forth in this Loan Agreement

E. As a condition of this Loan, Borrower must execute, among other things, the Note and the Deed of Trust, in which the Deed of Trust must be recorded against the Property. These instruments are intended to secure City's continuing interest in the affordability and habitability of the Project, as well as to secure performance of other covenants contained in these agreements.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of this Loan, City and Borrower agree as follows:

**ARTICLE 1
DEFINITIONS**

The following terms have the meanings and content set forth in this section wherever used in this Loan Agreement or documents incorporated into this Loan Agreement by reference.

1.1 **"Annual Financial Statement"** means the financial statement of Operating Expenses and Revenues, prepared at Borrower's expense, by an independent certified public accountant acceptable to City, which shall form the basis for determining the Residual Receipts.

1.2 **"Borrower"** is LINC Housing Development Corporation, a Limited Liability Corporation, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.3 **"City"** means the City of Monterey Park, a general law city and municipal corporation.

1.4 **“Deed of Trust”** is that deed of trust, assignment of rents, and security agreement placed on the Property as security for the Loan by Borrower as trustor with City as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust. The terms of the Deed of Trust have been incorporated into this Loan Agreement.

1.5 **“City Loan”** means the loan of Two Million Eighty Thousand Dollars (\$2,080,000) from the City to Borrower as provided for in this Loan Agreement.

1.6 **“Note”** is that promissory note executed by Borrower in favor of City evidencing the Loan in the amount of Two Million Eighty Thousand Dollars (\$2,080,000) which is secured by the Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note. The terms of the Note are hereby incorporated into this Loan Agreement by this reference.

1.7 **“City Residual Receipts”** mean Revenues reduced in the following order: (1) Operating Expenses calculated on a cash basis; (2) debt service on senior project debt secured by XXXX; (3) payments to the Operating Reserve Fund; (4) payments to the Replacement Reserve Fund; (5) repayment of general partner loans; (6) deferred developer fees; and (7) asset management fee up to Ten Thousand and No/100 Dollars (\$10,000).

1.8 **“Hazardous Material”** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “pollutants,” “contaminants,” or “toxic substances,” under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards.

1.9 **“Improvements”** means XXX (XXX) one bedroom and two bedroom housing units to be constructed on the Property.

1.10 **“LAIF Rate”** means the rate of interest paid by the State of California Local Agency Investment Fund.

1.11 **“Loan Documents”** are collectively this Loan Agreement, the Note and the Deed of Trust, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.12 **“Low-Income Household”** means a household whose annual income does not exceed fifty percent (50%) of the median income for the County of Los Angeles as determined by HUD with adjustments for smaller and larger households.

1.13 **“Operating Expenses”** means actual, approved reasonable and customary costs, fees and expenses directly attributable to the operation, recordkeeping, maintenance, taxes and management of the Project including, without limitation: a commercially reasonable property management fee; taxes and assessments; payroll and payroll taxes for property employees; insurance; security, painting, cleaning, repairs, and alternations; landscaping; sewer charges; utility charges; advertising, promotion and publicity; cable television, satellite and other similar services; office, janitorial, cleaning and building supplies; approved recreational amenities and supplies; purchase, repair, servicing and

installation of appliances, equipment, fixtures and furnishing; fire alarm monitoring; fees and expenses of accountants, attorneys, consultants and other professionals. The Operating Expenses must be reported in the Annual Financial Statement.

1.14 **“Payment Date”** means the date on which any payment is due to the City by Borrower under Section 2.8 below.

1.15 **“Plans and Specifications”** means the plans and specifications for the construction of the Project as approved by the City.

1.16 **“Project”** is the purchase and rehabilitation of 25 affordable housing units to persons or families of Low Income Households according to the terms of this Loan Agreement.

1.17 **“Property”** consists of the real property located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, California and more particularly described in the attached Exhibit A, which is incorporated into this Loan Agreement by this reference, and any buildings or Improvements now or hereafter situated on such property.

1.18 **“Restricted Unit”** means a housing unit on the Property which is reserved for occupancy by a household with Low Income.

1.19 **“Revenue”** means all income derived from the Project, including, without limitation, rent from the units, laundry operations, and parking fees. Syndication proceeds or interest earned on reserves are not Revenue.

ARTICLE 2.

CITY LOAN TERMS

2.1 **City Loan.** City agrees to provide a loan of funds to Borrower under the terms and conditions of the Loan Documents.

2.2 **City Loan Amount.** On and subject to the terms and conditions of the Loan Documents, City agrees to make and Borrower agrees to accept a loan in an amount not to exceed XXXX Dollars (\$XXX), evidenced by the Note, in this amount and secured by the Deed of Trust recorded against the Property.

2.3 **Interest.** The Note will bear simple interest at the **LAIF rate**, until paid. Interest is computed based upon a three hundred sixty (360) day year, and a thirty (30) day month.

2.4 **Loan Term.** Unless sooner due pursuant to the Note, the principal of the Loan and all accrued interest thereon shall be due and payable on the earliest of (a) XXX (XX) years from the date of the execution of the Note, or (b) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

2.5 **Use of Funds.** City Loan proceeds can be used to pay XXXX.

2.6 **Collateral.** As collateral for the Loan, the Borrower must provide the City an executed Deed of Trust in the form attached as Exhibit “___” giving the City a security interest in the Property. The Borrower must deliver concurrently with the execution of the Deed of Trust, the original executed Note in the form attached as Exhibit “___,” which City will hold until the Note is paid in full.

2.7 **Loan Prepayment.** No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amount before the end of the Loan term described herein.

2.8 **Loan Repayment.** (a) Borrower must make an initial payment in the sum of XXXXX Dollars (\$XX) upon City issuing a permanent Certificate of Occupancy for the Project. Borrower must pay the entire balance of the City Loan, including accrued interest, in XXX equal XXX installments beginning XXXXX.

(b) (i) If the Housing Assistance Payments Contract for the Project is not renewed while any sums are owed to the City, then Borrower's obligation to make the annual installment payments set forth in Paragraph 2.8(a) will terminate beginning as of the date on which the next installment is due under this Note. Effective as of that installment date, the remaining balance on the Note will be paid from City Residual Receipts and the term of this Note will automatically be extended until it is paid in full by Borrower.

(ii) The City Residual Receipts payment will be calculated as follows:

(A) On or before each Payment Date, Borrower will submit its Annual Financial Statement to City for the preceding calendar year together with the City's Share, if any. City will review and approve such statement, or request revisions, within sixty (60) days after receipt. In the event that City determines as the result of its review that there is an understatement in the amount and payment of Residual Receipts due to City, Borrower will promptly pay to the City its share of such understatement, but in any event, with twenty (20) days of notice of such understatement. If contested, Borrower has the right to pay under protest. In the event that the City determines that there is an overstatement, the City shall promptly refund the amount to Borrower, but in any event, within thirty (30) days of such determination.

(B) City Residual Receipts will be distributed as follows: City will receive an amount equal to fifty percent (50%) of Residual Receipts of the Project and Borrower will receive an amount equal to fifty percent (50%) of Residual Receipts of the Project. In no event will the annual amount paid to City as Residual Receipts exceed the sum of \$[TO BE INSERTED].

(C) The City's Share will be applied to reduce principal and interest owed under this Note. Upon payment in full of this loan, the City will have no further right to payment of any portion of City Residual Receipts.

ARTICLE 3. DISBURSEMENT OF CITY AND AGENCY LOAN PROCEEDS

3.1 **City Loan Disbursement.** The City must disburse the City Loan proceeds when XXXX.

ARTICLE 4. PROJECT DEVELOPMENT

4.1 **Plans and Specifications.** Borrower must develop the Project in accordance with the Plans and Specifications as submitted to, and approved by, the City, for the rehabilitation of those units in need upgrade.

4.2 **Contracts and Subcontracts.** All construction work and professional services for the Project must be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

4.3 **Completion of Construction.** Following commencement of construction, Borrower must diligently perform construction of the Project to completion as evidenced by the recording of a Notice of Completion with the Los Angeles County Recorder's Office.

4.4 **Quality of Work.** Borrower must develop the Project in full conformance with applicable federal, California and City statutes, ordinances and regulations including, without limitation, the City Building and Safety Code.

4.5 **Records.** Borrower is accountable to City for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from City and Agency Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from such loan funds for not less than three (3) years after completion of the Project as evidenced by the recording of the Notice of Completion.

4.6 **Notice of Completion.** Upon completion of the Improvements to the Property, Borrower must arrange to have a Notice of Completion prepared and filed with the Los Angeles County Recorder's Office.

4.7 **Encumbrance of Property.** (a) Except as permitted under subsection (b), Borrower cannot engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property except with the prior written consent of City.

(b) The following liens and encumbrances, subject to the reasonable conditions of City for the subordination of its Deed of Trust, are approved by City as allowable encumbrances senior in priority to the Deed of Trust:

(c) City must provide Borrower with its conditions for subordination of its Deed of Trust and Borrower must deliver those conditions to the City referenced in subsection (b).

4.8 **Mechanics' Lien and Stop Notices.** If any claim of lien is filed against the Property or a stop notice affecting the City Loan is served on City or any other City or other third in connection with the Project, Borrower must, within thirty (30) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to City a surety bond in sufficient form and amount, or provide City with other assurance reasonably satisfactory to City that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge or claim referred to here, then in addition to any other right or remedy, City may, but is not be under any obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense.

4.9 **Fees, Taxes, and Other Levies.** Borrower is responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property or the Project, and must pay such charges before delinquency. Notwithstanding the

foregoing, Borrower is not required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by City, Borrower deposits with City any funds or other forms of assurance City in good faith from time to time determines appropriate to protect City from the consequences of the contest being unsuccessful.

4.10 Damage to Property. If any building or improvements erected by Borrower on the Property is damaged or destroyed by an insurable cause, Borrower must, at its cost and expense, diligently undertake to repair or restore such buildings and improvements consistent with the original Plans and Specifications for the Project. This work or repair will be initiated within one hundred twenty (120) days after the damage or loss occurs and be completed within one (1) year thereafter. All insurance proceeds collected for such damage or destruction must be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, Borrower must make up the deficiency.

ARTICLE 5. PROJECT OPERATION

5.1 Project Management. Borrower and Borrower's property manager must lease, operate and manage the Project in full compliance with all laws applicable to the operation of the Project. Borrower further agrees that it must maintain and operate the Project so as to provide decent, safe and sanitary housing and provide all Project tenants with the same level of services, amenities and maintenance.

5.2 Non-Discrimination. Borrower cannot discriminate nor segregate in the development, construction, use, enjoyment, occupancy, lease, sublease or rental of any part of the Property on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable City, California and federal laws concerning discrimination in housing.

ARTICLE 6. EMPLOYMENT

6.1 Non-Discrimination. Borrower cannot discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis.

6.2 Prevailing Wage. If applicable, all workers performing construction work for the Project employed by Borrower or by any contractor or subcontractor must be compensated in an amount not less than that required, if at all, by Labor Code §§ 1720, *et seq.* and 1770, *et seq.*, and all orders and regulations of the California Department of Industrial Relations pursuant to those statutes.

6.3 Child Support Compliance. Borrower must comply with the California Child Support Compliance Act of 1998 as implemented by the California Employment Development Department.

ARTICLE 7.
INDEMNITY AND INSURANCE

7.1 **Insurance Requirements.** Borrower must, at its sole cost and expense, insure and keep insured, the Project against such perils and hazards, and in such amounts and with such limits, as City may, from time to time require, and, in any event, including insurance against loss to the Project, which during construction must be on an “All Risk” perils “Builders’ Risk,” non-reporting “Completed Value” form and after completion of construction, must be insurance against such other risks as City may reasonably require. Such policies must be in amounts equal to the full replacement cost of the Project (other than the Property), including the foundation and underground pipes, all fixtures, equipment, construction materials and personal property on and off site, and Borrower’s interest in any leasehold improvements.

7.2 **Workers’ Compensation.** During the construction of or making of any alterations or improvements to the Project (a) insurance covering claims based on the owner’s or employer’s contingent liability not covered by the insurance provided in Section 8.4 and (b) workers’ compensation insurance covering such of the persons engaged in such alterations or improvements as City may require.

7.3 **Public Liability.** Commercial general public liability insurance against death, bodily injury and property damage arising in connection with the Project. Such policy must be written on a 1986 Standard “ISO” occurrence basis form or equivalent form, list Borrower as the named insured, designate thereon the location of the Project and have such limits as City may reasonably require, but in no event less than \$1,000,000.00.

7.4 **Contractor’s Insurance.** During the entire period of construction, Borrower must cause to be furnished to City, certificates from the insurance carrier for the Contractor evidencing workers’ compensation, employers’ liability, commercial automobile liability, excess umbrella liability coverage and commercial general liability insurance (including contractual liability and completed operations coverage) written on a 1986 standard “ISO” occurrence basis form, or its equivalent, with general liability insurance limits as City may reasonably require.

7.5 **Application of Proceeds.** (a) If all or any part of the Project is damaged or destroyed by fire, earthquake or other casualty, or damaged or taken through the exercise of the power of eminent domain or other cause, City must be reimbursed for all costs and expenses incurred to collect such proceeds and thereafter hold and disburse to Borrower as Borrower’s Funds the net insurance proceeds, award or other compensation, proceeds from insurance (collectively, the “Proceeds”), and Borrower must promptly and with all due diligence restore and repair the Project, whether or not the Proceeds are sufficient to pay the cost of such restoration or repair.

(b) If the amount of the Proceeds to be made available to Borrower is less than the cost of the restoration or repair as estimated by City in its reasonable judgment, Borrower must cause to be deposited with City the amount of such deficiency within thirty (30) days of City’s written request therefor (but in no event later than the commencement of the work).

7.6 **Insurance Advances.** In the event that Borrower fails to maintain the full insurance coverage required by this Loan Agreement, City, after at least seven (7) business days prior written notice to Borrower, may, but is under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by City, together with interest thereon

from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), will become an additional obligation of Borrower to City and be secured by the Deed of Trust.

7.7 **Non-Liability of Officials, Employees and Agents.** The officials, employees and other agents of City are not personally liable to Borrower for any obligation created under the terms of these Loan Documents except in the case of actual fraud or willful misconduct by such person.

7.8 **Indemnity.** Notwithstanding the insurance coverage required herein, Borrower must indemnify and hold City free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which the City may incur as a direct or indirect consequence of (1) Borrower's failure to perform any obligations as and when required by this Loan Agreement; (2) any failure of any of Borrower's representations or warranties to be true and complete; or (3) any act or omission by Borrower or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except where such losses are caused by the sole negligence or willful misconduct of the City. Borrower must pay immediately upon demand by City any amounts owing under this indemnity. The duty of the Borrower to indemnify includes the duty to defend City in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. Borrower's duty to indemnify the City survives the term of this Loan Agreement.

ARTICLE 8. HAZARDOUS MATERIALS

8.1 **Representations and Warranties.** After reasonable investigation and inquiry, Borrower represents and warrants to the best of its knowledge, as of the date of this Loan Agreement and except as previously disclosed and acknowledged by City or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to City, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under Health and Safety Code §§ 25220, *et seq.*, or regulations adopted therewith.

8.2 **Notification.** Borrower must immediately notify City in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Property or on any real property located within 2,000 feet of the Property

that could cause the Property or any part thereof to be designated as “hazardous waste property” or as a “border zone property” under Health and Safety Code §§ 25220, *et seq.*, or regulations adopted therewith.

8.3 Use and Operation of Property. Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Property may use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project to comply with Hazardous Materials Laws.

8.4 Remedial Actions. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower must take or cause its tenant to take, at no cost or expense to City, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, is subject to Borrower’s right of contest below.

8.5 Right of Contest. Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if: (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by City, Borrower deposits with City any funds or other forms of assurance City in good faith from time to time determines appropriate to protect City from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default can be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this section.

8.6 Environmental Indemnity. Borrower must defend, indemnify, and hold City free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney’s fees, that City may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring before or during Borrower’s use or occupancy of the Property.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Events of Default. The occurrence of any of the following events constitutes an “Event of Default” under this Loan Agreement:

(a) **Monetary.** (i) Borrower’s failure to pay when due any sums payable under the Note or any advances made by City under the Deed of Trust or this Loan Agreement; (ii) Borrower’s use of City Loan funds for purposes inconsistent with the terms and restrictions in this Loan Agreement or the Loan Documents; (iii) Borrower’s failure to obtain and maintain the insurance coverage required under Loan Agreement; or (iv) Borrower’s failure to make any other payment or assessment due under the Loan Documents;

(b) Construction. (i) Borrower's failure to commence or complete construction, without proper justification under the unavoidable delay provision of this Loan Agreement, according to the construction schedule specified in this Loan Agreement; (ii) the cessation of construction before completion of the Project for a period of more than fifteen (15) continuous calendar days without proper justification; (iii) any material adverse change in the condition of Borrower or the Project or any other event that gives City reasonable cause to believe that the Project cannot be constructed by the scheduled completion date according to the terms of this Loan Agreement; (iv) the filing of any claim of lien against the Property or service on City of any stop notice relating to the Loan and the continuance of the claim of lien or stop notice for thirty (30) days after such filing or service without payment, discharge, or satisfaction as provided for in this Loan Agreement; (v) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to City upon City's request; (vi) Borrower's failure to substantially comply with any applicable federal, state or local laws or City policies governing construction, including but not limited to provisions of this Loan Agreement pertaining to equal employment opportunity and Hazardous Materials;

(c) Operation. (i) discrimination by Borrower on the basis of characteristics prohibited by this Loan Agreement or applicable law; (ii) the imposition of any encumbrances or liens on the Property without City's prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust; (iii) any material adverse change in the condition of Borrower or the Project or construction financing or funding for the Project that gives City reasonable cause to believe that the Project cannot be operated according to the terms of the Loan Documents;

(d) General performance of Loan obligation. Any substantial or continuous breach by Borrower of any material obligations on Borrower imposed in the Loan Documents;

(e) General performance of other obligations. Any substantial or continuous breach by Borrower of any material obligations on Borrower imposed by any other agreements with respect to the financing, development, or operation of the Project or the Property, whether or not City and/or Agency is a party to such agreement;

(f) Representations and Warranties. A determination by City that any of Borrower's representations or warranties made in the Loan Documents, any statements made to City by Borrower, or any certificates, documents, or schedules supplied to City by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from City.

(g) Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Borrower does not take steps to reconstruct the Property as required by the Loan Documents;

(h) Bankruptcy, dissolution and insolvency. Borrower's or any general partner of Borrower's or any corporation controlling Borrower (i) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or sixty (60) days after the filing; (ii) making a general assignment for the benefit of creditors; (iii) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (iv) insolvency; (v) failure, inability or admission in writing of its inability to pay its debts as they become due.

9.2 Notice of Default and Opportunity to Cure. For any Event of Default, City must give written notice thereof to Borrower by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days (or ten (10) calendar days if the Event of Default is monetary) from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken.

Notwithstanding anything to the contrary set forth herein, any “Event of Default” does not constitute an “Event of Default” for the purposes of this Loan Agreement if the defaulting party cures, corrects or remedies the Event of Default within (a) thirty (30) calendar days (ten (10) calendar days if the Event of Default is monetary) from receipt from the non-defaulting party of the aforementioned notice (or refusal thereof), or (b) solely in the event of a nonmonetary Event of Default, if such non-monetary default cannot be reasonably cured within thirty (30) days, such longer period as is necessary to cure such default, provided the defaulting party commences the cure within the thirty (30) day period from receipt (or refusal) of the aforementioned notice and diligently prosecutes such cure to completion.

9.3 City Remedies. Upon the happening of an Event of Default by Borrower and a failure to cure such Event of Default within the time specified in section 10.2 above, City’s obligation to disburse Loan proceeds will terminate, and City may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination City may choose in its sole discretion.

(a) Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by City under the Loan Documents including administrative costs, will immediately become due and payable at the option of City;

(b) Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents and/or (2) enjoining, abating, or preventing any violation of said terms and conditions and/or (3) seeking declaratory relief;

(c) Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by City under the Loan Documents;

(d) Enter the Property and take any actions necessary in its judgment to complete construction of the Project including, without limitation, (1) making changes in the Plans and Specifications or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to City’s right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that City deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy.

(e) Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve City’s interest in seeing the Project developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that City or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

(f) Order immediate stoppage of construction and demand that any condition leading to the Event of Default be corrected before construction may continue;

(g) Disburse any Loan proceeds any amount necessary to cure any Monetary Default;

(h) Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Deed of Trust and apply them to operate the Property or to pay off the Loan or any advances made under the Loan Documents, as provided for by the Deed of Trust;

(i) Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

(j) With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under Civil Code § 2929.5, and Code of Civil Procedure §§ 564, 726.5, and 736; or

(k) Pursue any other remedy allowed at law or in equity. Nothing in this section is intended or will it construed as precluding City from proceeding with a non-judicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 10. GENERAL PROVISIONS

10.1 **Headings.** The captions and headings in this Loan Agreement are for convenience of reference only, and cannot be deemed to define or limit the provisions hereof. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Loan Agreement. As such, the terms of this Loan Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, cannot be employed in the interpretation of this Loan Agreement or any amendments, modifications or exhibits hereto or thereto.

10.2 **Time of Essence.** All times and dates in this Loan Agreement are of the essence.

10.3 **Entire Agreement.** This Loan Agreement and all of the other Loan Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all prior written or oral understandings, and may not be modified, amended or terminated except by a written agreement signed by each of the parties hereto or thereto. Notwithstanding the foregoing, the provisions of this Loan Agreement are not intended to supersede the provisions of the Deed of Trust, but shall be construed as supplemental thereto.

10.4 **Amendment.** Any amendments or modifications to this Loan Agreement and the Loan Documents must be in writing and are valid only if executed by City and Borrower.

10.5 **Severability.** If any provision of this Loan Agreement is determined to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. In any event, all of the other provisions will be deemed valid and enforceable to the greatest possible extent.

10.6 **Interpretation.** Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other.

10.7 **Notices.** Any communication, notice or demand of any kind that any partner may be required or may desire to give to or serve upon the other partners shall be in writing, addressed to the partners at the addresses set forth below, and delivered by personal service, by Federal Express or other overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

City: City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754-2896
Attn: City Manager

Borrower: LINC Housing Development Corporation
110 Pine Street, Suite 500
Long Beach, CA 90802
Attn: SVP and Director of Housing

Any such notice will be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if sent by Federal Express or other overnight delivery service, the date of delivery to the address of the person to receive such notice; (c) if sent by facsimile transmission, the date transmitted to the person to receive such notice if sent by 5:00 p.m. Pacific Time, and the next business day if sent after 5:00 p.m. Pacific Time; or (d) if mailed, three (3) calendar days after depositing same in the mail. Any notice sent by facsimile transmission must be confirmed by personally delivering or mailing a copy of the notice sent by facsimile transmission. Any party may change its address or the addressee for notice by written notice given to the other at least five (5) calendar days before the effective date of any such change in the manner provided in this Section.

10.8 **Counterparts.** This Loan Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

10.9 **Further Assurances.** Each Party must execute, with acknowledgment or affidavit if required, all documents and writings reasonably necessary or desirable for the formation of this Partnership and the achievement of its purpose. Each individual signing this Loan Agreement hereby personally represents and warrants that he or she is duly authorized to execute and deliver this Loan Agreement on behalf of the party for whom or which he or she is signing.

10.10 **Waiver.** Any waiver by City and/or Agency of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by City and/or Agency to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. No waiver of any provision of this Loan Agreement will be deemed effective unless contained in a writing signed by the party against whom the waiver is sought to be enforced. No failure or delay by any party in exercising any right, power or remedy under this Loan Agreement will operate as a waiver of any such right, power or remedy, and no waiver of any breach or failure to perform will be deemed a waiver of any subsequent breach or failure to perform or of any other right arising under this Loan Agreement.

10.11 **Assignment and Assumption.** Borrower cannot assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents without the prior written consent of City. Any unauthorized assignment is void.

10.12 **Binding on Successors.** All provisions of these Loan Documents are binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Loan Agreement by Borrower without City's consent.

10.13 **Governing Law; Choice of Forum.** This Loan Agreement is governed by and construed in accordance with the laws of the State of California as applied to contracts among residents of California wholly to be performed within the State. The parties agree that any dispute arising in connection with this Loan Agreement will be resolved in the state or federal courts located in Los Angeles County, California.

10.14 **Nonrecourse.** This Loan is a nonrecourse obligation of Borrower. Neither Borrower nor any other party shall have any personal liability for repayment of this Loan. The sole recourse of City for repayment of principal and interest under the Loan is the exercise of the rights of City against the Property.

[Remaining Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the day and year first written above.

CITY OF MONTEREY PARK

Attest:

Approved as to Form:

Attest:

By:
Secretary,

Approved as to Form
By:

By:

EXHIBIT "B"

PROMISSORY NOTE

\$ _____

Monterey Park, California

_____, 200__

Property Address: _____

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to the CITY OF MONTEREY PARK, on order ("Holder"), at _____, Monterey Park, California _____, or at such other address as Holder may direct from time to time in writing, _____ Dollars (\$ _____) (the "Note Amount"), together with interest as specified below. All sums hereunder are payable in lawful money of the United States of America. This Note is secured by a Deed of Trust (the "Deed of Trust").

1. Affordable Housing Loan Agreement. This Promissory Note (the "Promissory Note" or "Note") is made and delivered pursuant to and in implementation of the Affordable Housing Loan Agreement entered by and between the Holder and the Maker dated _____, 20__ (the "Agreement"), a copy of which is on file as a public record with the Holder and is incorporated herein by reference. The Maker acknowledges that but for the execution of this Promissory Note, the Holder would not have entered into the Agreement or make the loan. Unless terms are expressly defined below, each term has the same definition as in the Agreement.
2. Interest Rate. The Note Amount will accrue interest at XXX.
3. Time of Payment. The Agreement sets forth the time for payment. Notwithstanding any provision in the Agreement, the transfer of the Residence solely as a result of the marriage, divorce, incompetency or death of one or more individuals constituting the Holder will not accelerate the term of this Promissory Note or cause the Note Amount to become due and payable, so long as the transferee(s) give notice to the Holder of such event within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under this Promissory Note, by execution of an assignment and assumption agreement to be provided by the Holder.
4. Security for Note. This Promissory Note is secured by a second Deed of Trust executed by Maker as Trustor in favor of Holder as Trustee.
5. Prepayment of Note. Maker may prepay this Note to Holder at any time, provided that any prepayment must be in full and not in part. Prepayment will be treated in the same manner as refinancing of the Property.
6. Holder May Assign. Maker may, at its option, assign its right to receive repayment of the proceeds of this Promissory Note to a nonprofit entity (including the City of Monterey Park) without obtaining the consent of the Maker or the holder of the First Lien, or to a profit-making entity with the prior written consent of the holder of the First Lien.

Exhibit B-1

7. **Maker Assignment.** In no event can Maker assign or transfer any portion of this Promissory Note without the prior express written consent of the Holder, which consent may be given by the Holder only in the event that the Holder determines that the assignee or transferee is an Eligible Person or Family, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee expressly assumes this Promissory Note and the Agreement by execution of a written assignment document to be provided by the Holder. This section does not affect or diminish the Holder's right to assign all or any portion of its rights to the proceeds of this Note.

8. **Joint and Several.** The undersigned, if more than one, are jointly and severally liable hereunder.

9. **Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note.

10. **Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

11. **Notice.** Any notice that must be given to Maker under this Note must be given by personal delivery or by mailing it by certified mail addressed to Maker at the Property address above or such other address as Maker may direct from time to time in writing. Failure or delay in giving any notice required hereunder does not constitute a waiver of any default or late payment nor will it change the time for any default or payment. Any notice to Holder must be given by certified mail at Holder's address stated in the preamble to this Note.

12. **Successors Bound.** This Promissory Note is binding upon the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the date set forth above.

By:
Printed Name:

By:
Printed Name:

EXHIBIT "C"

RECORDING REQUESTED BY AND)
When Recorded Mail To:)
)
City of Monterey Park)
)
Monterey Park, CA)
Attn:)
)

Exempt from recording fee pursuant to Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust" or "DOD"), is made as of _____, 20____, by _____ ("Trustor"), whose address is _____, to _____ ("Trustee"), for the benefit of the CITY OF MONTEREY PARK, a general law city and municipal corporation ("Beneficiary"), having an office located at _____, Monterey Park, California _____.

Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of Monterey Park, County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of indebtedness in the principal amount of \$_____, according to the terms of a Promissory Note dated _____ made by Trustor, payable to order of Beneficiary, and extensions or renewals, and (2) the performance of each agreement of Trustor incorporated by reference or contained in this DOD (3) payment of additional sums and interest which may be subsequently loaned to Trustor, or Trustor's successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and

it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	Los Angeles	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5 Book 1964, Page 149774		
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera		911 136	Stanislaus		1970
56					
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Los Angeles	2607	237
Monterey	357	239	Yolo	769	16
Napa	704	742	Yuba	398	693
Nevada		363 94			
Orange	7182	18			

does inure to and bind the parties to this DOD, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are incorporated and made a part of this Deed of Trust by reference for all purposes and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale be mailed to him at his address set forth above.

The Deed of Trust Rider executed by Trustor is attached hereto, marked as Exhibit B, and made part of this Deed of Trust.

Signature of Trustor:

EXHIBIT "A"

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Monterey Park, and described as follows:

[To Be Inserted]

EXHIBIT B

RIDER TO DEED OF TRUST

This Rider to Deed of Trust is subject to the terms and conditions of the Affordable Housing Loan Agreement dated _____, 20__ (the "Loan Agreement") and incorporated by reference, pursuant to which Beneficiary agreed to loan Trustor the sum of _____ Dollars (\$_____) (the "Loan Amount"). All terms in this Rider to Deed of Trust, if not otherwise defined, have the same meanings as in the Loan Agreement.

1. Acceleration of Payment. Except as provided in the Loan Agreement with respect to the sale of the Property to an Eligible Person or Family at an Affordable Housing Cost, the Agency Loan becomes due and immediately payable upon the occurrence of any one of the following events of acceleration: (i) sale or transfer of the Property, including, without limitation, lease, exchange or other disposition of the Property or any property interest, whether voluntary or involuntary, except a sale or transfer which under federal law, would not, by itself, permit Beneficiary to exercise a due on sale or due on encumbrance clause, (ii) the refinancing of the First Lien for a loan amount in excess of the then-current loan balance secured by the First Lien, plus customary and reasonable costs of refinancing which are actually included in the new loan, (iii) such time if or when Trustor is no longer an occupant of the Property pursuant to the Loan Agreement or is in default of any other obligation under the Loan Agreement, or (iv) the close of a probate estate following the death of Trustor, except to a surviving spouse. Notwithstanding the above, the transfer of the Property solely as a result of the marriage, divorce, incompetency or death of one or more individuals constituting the Trustor will not accelerate the Note Period or cause the Agency Loan to become due and payable, so long as the transferee(s) give notice to Beneficiary of such event within thirty (30) days of its occurrence and the transferee(s) assume the Trustor's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by Beneficiary. At the request of Trustor, Beneficiary may, in its sole and absolute discretion, in writing waive some or all of the requirements of this Section 1 and defer repayment and/or extend the term of the Agency Loan. Notwithstanding the foregoing, Trustor may upon written approval by Beneficiary refinance the First Lien for a loan amount equal to or less than the then current loan balance secured by the First Lien, plus customary and reasonable costs of refinancing.

2. Sale to Eligible Person or Family at Affordable Housing Cost. Notwithstanding the provisions of Section 1, if the Residence is sold by the Trustor to a Buyer who is an Eligible Person or Family, such Buyer is approved by Agency, and the Sales Price does not exceed an Affordable Housing Cost, to such Buyer, then the Note Amount will not then be due and payable, provided the Eligible Person or Family assumes the obligations of the Agreement, the Note and this Deed of Trust. In order to verify the Buyer's status as an Eligible Person or Family, Trustor must submit to Beneficiary the identity of the proposed Buyer and adequate information evidencing the income of the proposed Buyer. Such information must be submitted together with the notice of proposed sale pursuant to Section 1 not less than fifteen (15) days before the proposed sale and include original or true copies of pay stubs, income tax records or other financial documents in order that Beneficiary may determine and verify the household income of the proposed Buyer to determine Eligible Person or Family status and whether the

Property is available to such Buyer at Affordable Housing Cost. Beneficiary may request additional information reasonably required to verify the proposed Buyer's Status as are Eligible Persons or Family. If Beneficiary is unable to verify the Buyer's income before the proposed sale, then the Buyer's income is be deemed to exceed the maximum allowable income limit for Eligible Persons and Families.

"Affordable Housing Cost" for the purposes of this Deed of Trust is the purchase price (inclusive of the Agency Loan) which would result in a Monthly Housing Cost which does not exceed the product of thirty-five percent (35%) times eighty percent (80%) of Los Angeles County median income adjusted for family size appropriate for the Property.

"Eligible Person or Family" means a Lower Income Household.

"Monthly Housing Cost" includes all of the following associated with the Property, estimated or known as of the date of the proposed sale of the Property:

- A. Principal and interest payments on a mortgage loan including any associated rehabilitation loans and any loan insurance fees .
- B. Property taxes and assessments.
- C. Fire and casualty insurance covering replacement value of property improvements.
- D. Any homeowner association fees.
- E. A reasonable utility allowance.

Monthly Housing Cost of a purchaser will be an average of estimated costs for the next twelve (12) months.

3. Covenants Do Not Impair Lien. The provisions of the Loan Agreement, the Promissory Note, and the Deed of Trust are subordinate to the First Lien on the Property held by the Lender and will not impair the rights of Lender, or Lender's assignee or successor in interest, to exercise its remedies under the First Lien in the event of default under the First Lien by Trustor. Such remedies under the First Lien include the right of foreclosure, acceptance of a deed or assignment in lieu of foreclosure, or assignment of the mortgage to the Secretary of the United States Housing and Urban Development ("HUD"). Thus, any party, its successors and assigns, receiving title to the Property through a trustee's sale, judicial foreclosure sale, deed in lieu of foreclosure or assignment to HUD, and any conveyance or transfer thereafter, receive title free and clear of the Loan Agreement, the Promissory Note, and the Deed of Trust.

4. Protection of Beneficiary's Rights in the Property. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has

priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this Section 4, Beneficiary does not have to do so.

Any amount disbursed by Beneficiary under this Section 4, becomes additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, these amounts bear interest from the date of disbursement at 9% per annum or the maximum legal rate, whichever is less, and are payable, with interest, upon notice from Beneficiary to Trustor requesting payment.

IN WITNESS WHEREOF, Trustor has executed this Rider to Deed of Trust as of the date set forth above.

By:
Printed Name:

By:
Printed Name:

STATE OF CALIFORNIA

COUNTY OF

)
) ss.
)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title Or Type Of Document

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

STATE OF CALIFORNIA

COUNTY OF

)
) ss.
)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title Or Type Of Document

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number Of Pages

Date Of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT D

BORROWER DISCLOSURE STATEMENT

I/we _____ (“Participant”) are obtaining financial assistance (the “Agency Loan”) from the City of Monterey Park (the “Agency”) to assist me/us to purchase the above described property (the “Property”), pursuant to a program offered by Agency (the “Program”) related to affordable housing. I/we understand that the Agency Loan is conditional on a number of factors, including, without limitation:

- I/we have signed or will sign an Affordable Housing Loan Agreement, Promissory Note, Deed of Trust and Declaration of Conditions, Covenants and Restrictions in connection with the Agency Loan. I/we have read or had explained to us the terms and conditions of all of those documents. I/we understand that all of those documents impose binding legal obligations on me/us.
- I/we understand that the full amount of a \$_____ loan will be due and payable if I sell or otherwise transfer this property to non-eligible persons, or if I fail to reside at this property.
- I/we understand that these obligations and restrictions are fully set forth in the following documents that are part of this sale and that this Borrower Disclosure Statement is a simple summary of some of the restrictions on this property:
 - Affordable Housing Loan Agreement: The Affordable Housing Loan Agreement explains the terms of the loan from the Agency, maintenance and occupancy requirements, and other requirements.
 - Promissory Note: An agreement to pay \$_____ to the Agency.
 - Deed of Trust: Allows the Agency to foreclose on the property if I do not repay the loan when it is due.
- I/we must qualify for a home loan from a responsible lender.
- I/we must make a down payment of at least three percent (3%) of the home purchase price, plus closing costs.
- I/we must qualify as a “Lower Income Household” under the guidelines of the Program.
- My/our monthly payments for housing expenses may not be less than \$_____ nor exceed \$_____, as more specifically defined by Health and Safety Code § 50052.5 and the Affordable Housing Cost Worksheet available from Agency.
- During the term of the Agency Loan, I/we must continuously occupy the Property and I/we cannot rent or lease the Property.

- An appraisal fee may be payable by me/us upon the following: (i) the loan becomes due upon sale, (ii) the Property is refinanced, (iii) I/we no longer occupy the Property, or (iv) I/we are/am in default of any provision of the Promissory Note and Affordable Housing Loan Agreement.
- Agency is not responsible for any costs associated with the home I/we purchase with such assistance including, without limitation, any loan fees or charges, any charges for appraisals or any escrow costs or other costs relating to the transfer of the Property.
- Agency is not responsible for the competitiveness of the terms of the Program. I/we assume all responsibility for determining whether I/we will inform myself/ourselves as to the availability and terms of other public or private loans.
- The Agency financial assistance I/we receive under this Program may be considered to be income for purposes of federal or state income taxes and Agency is not responsible for the payment of any taxes which I/we may incur by virtue of the receipt of such financial assistance.
- I/We have a right to cancel or rescind the Agency Loan at any time before midnight on the third business day after the Affordable Housing Loan Agreement is signed by sending a notice of my/our decision to rescind or cancel the Agency Loan to:

City of Monterey Park

Monterey Park, California

Attention:

- I/We are responsible for payment of the cost of a title insurance policy insuring the Deed of Trust to be recorded against the Property to secure Agency's right to repayment of the Agency Loan.
- Agency cannot ensure that information provided by or on my/our behalf will be kept confidential.
- Agency is not responsible for selecting a home or providing information concerning other public or private sources of loans.
- Agency is not charged with the knowledge of the contents of the documents of the lender.
- All loans and funding requests must be approved by the _____ of Agency. Therefore, a minimum 30 day escrow may be necessary.

NOTICE OF RIGHT OF RESCISSION

(Identification of Transaction)

Notice To Customer Required By Federal Law:

You have entered into a transaction on _____, 20____, which may result in a lien, mortgage or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage or other security interest on your home arising for this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying

City of Monterey Park
(Name of Creditor)

at _____, Monterey Park, California
(Address of Creditor's Place of Business)

by mail or telegram sent not later than midnight on _____, 200____.
(Date)

You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

(Date)

(Owner's Signature)

SEE NEXT PAGE FOR IMPORTANT INFORMATION ABOUT
YOUR RIGHT OF RESCISSION

ACKNOWLEDGMENT OF RECEIPT OF TWO COPIES OF NOTICE

Each of the undersigned hereby acknowledges receipt of two completed copies of the Notice of Right of Rescission.

(Owner's Signature)

(Date)

(Owner's Signature)

(Date)

EFFECT OF RESCISSION. When a customer exercises his right to rescind he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within ten (10) days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within ten (10) days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

EXPIRATION OF RESCISSION PERIODS

Direct Loans
(Truth in Lending - Real Estate and Home Improvement Loans)

Owner's Name

\$ _____
Loan Amount

Address of Residence

In connection with the Agreement of the City of Monterey Park ("City") to make the loan described above, which will be secured by a deed of trust on the residence at the above address, each of the undersigned hereby represents as follows:

1. The undersigned understands the terms of this Agreement and its attachments.
2. The undersigned has been notified that it must inform City by today's date should any of them desire to rescind or terminate this transaction.
3. The undersigned acknowledges that this loan has not been funded for at least three days from the date of execution, in order to provide them with an opportunity to rescind should they so desire.
4. City agreed, subject only to the occurrence of certain conditions, to make the above described loan and delivered to each undersigned a Disclosure Statement setting forth terms of said loan and a Notice of Right of Rescission advising each undersigned of their right to rescind and cancel said transaction in accordance with the Truth in Lending Act on or before the date the undersigned executed this document.
5. Before the date shown above, no proceeds of said loan have been disbursed to or for the benefit of any of the undersigned.
6. None of the undersigned have canceled or rescinded the above described loan transaction nor have any of the undersigned notified said City of any intention to cancel or rescind said loan transaction.

The undersigned request the City of Monterey Park to proceed with the making of the above described loan in reliance upon the foregoing representations.

(Owner's Signature)

(Date)

(Owner's Signature)

(Date)

RESOLUTION NO. _____

A RESOLUTION APPROVING A GENERAL PLAN AMENDMENT (GPA-13-01) ALLOWING CONSTRUCTION OF A NEW SIX-UNIT AFFORDABLE HOUSING DEVELOPMENT AT 236 SOUTH RAMONA AVENUE.

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares that:

- A. On September 26, 2013, LINC Community Development Corporation, submitted an application pursuant to Title 21 of Monterey Park Municipal Code ("MPMC") requesting approval of General Plan Amendment (GPA-13-01) and Development Agreement to allow the construction of a new 6-unit affordable housing development at 236 South Ramona Avenue ("Project");
- B. The proposed Project was reviewed by the City of Monterey Park Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project before the Planning Commission for December 10, 2013;
- E. On December 10, 2013, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the Planning Commission by City staff and public testimony, and representatives of LINC Community Development Corporation. Following the public hearing, the Planning Commission adopted Resolution No. 12-13, recommending that the City Council approve the Project;
- F. The City Council held a public hearing on February 19, 2014 to receive public testimony and other evidence regarding the proposed Project. Following the public hearing, the City Council considered the information provided by City, public testimony and the representatives of LINC Community Development Corporation. This Resolution and its findings are made based upon the testimony and evidence presented to the City Council at its February 19, 2014 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds the following facts exist and makes the following conclusions:

- A. The Applicant seeks to construct a new 6-unit affordable housing development at 236 South Ramona Avenue;
- B. 236 South Ramona Avenue is zoned R-3 (High Density Residential) and the General Plan designation is Low Density Residential;
- C. The Project property is located northeast corner of South Ramona Avenue and West Newmark Avenue. To the south, east and west are R-3 zoned lots and to the north are R-2 (P-D) zoned lots;
- D. The Project property is 13,406 square feet (0.31 acre) in size. The lot width is 102 feet and the depth is 131.44 feet. The property is currently a paved City-owned parking lot with 32 parking spaces;
- E. The property is accessible from West Newmark Avenue, a 40-foot wide curb-to-curb, two-lane undivided roadway with a total 60-foot wide right-of-way.

SECTION 3: *Environmental Assessment.* Because of the facts identified in Section 2 of this Resolution, the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations CEQA § 15191 *et seq.* The project consists of the construction of six affordable housing units. The project includes a General Plan Amendment so that the land use can be consistent with the zone. The subject property is zoned R-3 (High Density Residential) and the land use designation is Low Density Residential. The General Plan Amendment will change the land use from Low Density Residential to High Density Residential. According to the Land Use Element, the High Density Residential land use category provides for a broad range of dwelling unit types which may be attached or detached. The residential units consist typically of apartments, condominiums, and townhomes built at a maximum density of 25 units per acre. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The subject property is 13,406 sq. ft. (0.31 acre) in area. The project site has no value as habitat for endangered, rare or threatened species. The project site was previously developed and is currently used as a paved parking lot for the civic center. Currently, there are no plants on the property. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The zone allows for residential developments. The project is not anticipated to generate a substantial amount of traffic, noise, air quality or water quality impacts. The site can be adequately served by all require utilities and public services.

SECTION 4: Development Concessions Findings. After considering the factual findings of this Resolution and the accompanying staff report, the City Council finds as follows pursuant to MPMC § 21.18.070(D):

- A. *Applicant submitted substantial financial evidence that shows a waiver or modification of development standards is needed to make the project commercially feasible.*

In general, the density bonus and concessions request is necessary to make the project financially feasible. One of the difficulties with providing affordable housing with below market rents for individuals at 30-60% AMI is being able to cover the debt service. Because the rents are below market the project would not generate enough income to cover debt. Without a density bonus allowing more units, the project would be infeasible. The concessions request is necessary to accommodate the extra units as well as meeting the City's requirement for parking.

- B. *Waiving or reducing development standards will not result in specific, adverse impact upon the health, safety or physical environment for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.*

Waiving or reducing the requested development standards will not result in specific, adverse impacts. The proposed project is a 6-unit residential development, which is a permitted use on the property. The property is zoned R-3 (High Density Residential), which permits multi-unit residential developments. The project includes two development concessions/incentives. The first is the building height from 30 feet to 33 feet to accommodate solar panels and a decorative wall element. The second request is for reduced setbacks. The project meets the setback requirements on the interior side yard. However, the project requests concessions on the front yard, street side yard, and rear yard setbacks. The proposed front yard setback is 2 feet instead of the required 25 feet. The purpose of the request is to accommodate the stairwell, elevator and trash enclosure areas. The requested front yard setback allows for articulation at the front elevation as well as creating an outdoor plaza area at the southwest corner of the property. Although the requested rear yard setback is 5 feet on the first floor instead of the required 25 feet, the second floor is setback 25 feet from the rear property line. The purpose of the 5 feet rear yard setback is to create a decorative entrance into the subterranean parking level. The requested street side yard setback from 15 feet to 0 feet will provide street frontage for the community center proposed on the first floor.

- C. *Waiving or reducing development standards will not result in an adverse impact on any real property that is listed in the California Register of Historical Resources.*

According to the California State Parks Department, Office of Historic Preservation, the subject property is not listed in the California Register of Historical Resources.

- D. *The City Council considered the specific site for which a waiver or modification of development standards is requested and determined that, based upon substantial evidence, the specified concession is required to allow for the use of the density bonus.*

The proposed concessions will allow the project to provide a community room on the first floor and replacement parking spaces for the City and public to utilize. In addition, the concessions will allow the project to comply with MPMC § 21.18.090. The building will be articulated with a change of materials and break plane and the building will oriented to the street with entrances, windows, architectural features and balconies on the front and along the south, street facing elevation.

SECTION 5: General Plan Amendment Findings. After considering the factual findings of this Resolution and the accompanying staff report, the City Council finds as follows pursuant to MPMC § 21.42.020(E):

- A. The applicant is requesting a General Plan Amendment to change the land use designation of the property from Low Density Residential to High Density Residential. The land use change will allow the General Plan to be consistent with the zoning, which is R-3 (High Density Residential). The General Plan Amendment will allow for the development of the proposed six affordable housing units.
- B. General plan changes which do not exceed one acre of land must be approved by the City Council, but do not require voter approval.

SECTION 6: Development Agreement Findings. According to MPMC § 21.18.050, persons conditionally granted an affordable housing density bonus, development concession, or reduction in parking standards must enter into an agreement with the City in a form approved by the City Attorney. A draft development agreement is attached as Exhibit "A," to the proposed ordinance accompanying this Resolution. As may be seen, the development agreement generally secures the requirements set forth in the MPMC as to affordability and density bonus requirements.

SECTION 7: *Approval.* The City Council takes the following action:

- A. As set forth in the separate draft Ordinance accompanying this Resolution, the City Council approves the Development Agreement (DA-13-01);
- B. Amends the General Plan (GPA-13-01) as set forth in attached Exhibit "A," and incorporated by reference; and
- C. Authorizes the City Manager, or designee, to make non-substantive changes to the Development Agreement, as determined by the City Attorney.

SECTION 8: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 9: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 10: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 11: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 12: A copy of this Resolution will be mailed to LINC Community Development Corporation and to any other person requesting a copy.

SECTION 13: This Resolution is the City Council's final decision and will become effective immediately upon adoption.

ADOPTED AND APPROVED this 19th day of February 2014.

Anthony Wong, Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Monterey Park at the regular meeting held on the 19th day of February 2014, by the following vote of the City Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

RESOLUTION NO. _____

Exhibit A

CONDITIONS OF APPROVAL

236 SOUTH RAMONA AVENUE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), LINC Community Development Corporation agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of General Plan Amendment (GPA-13-01) and Development Agreement (DA-13-01) ("Project Conditions").

PLANNING:

1. LINC Community Development Corporation (the "Applicant") agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of GPA-13-01 and DA-13-01 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the 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 the City approval of GPA-13-01 and DA-13-01, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.
2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building Safety Department. Any subsequent modification must be referred to the Director of the Planning and Building Safety Department for a determination regarding the need for Planning Commission review and approval of the proposed modification.
3. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.
4. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

5. The real property, subject to GPA-13-01 and DA-13-01 must remain well-maintained and free of graffiti.
6. Building permits are required for any interior tenant improvements.
7. Landscaping/irrigation must be maintained in good condition at all times.
8. Before the City issues building permits, the developer must record a covenant, in a form approved by the City Attorney, ensuring that the project will be restricted to affordable households, as defined by applicable law, for a minimum period of thirty (30) years. The covenant must specify the periodic period that the property owner or homeowners association, as applicable, submit a semi-annual report to the City confirming requirements of Monterey Park Municipal Code ("MPMC") § 21.18.060. The developer agrees to pay for all costs associated with reviewing and recording the covenant including, without limitation, attorney's fees.
9. The nine parking spaces dedicated to the City and located in the subterranean parking garage must be reserved for City officials only. The 19 parking spaces located in the grade level parking garage must be reserved for public use. All parking spaces must be appropriately noticed with signs posted in accordance with the MPMC and Vehicle Code. Parking sign specifications can be obtained from the City's Traffic Bureau at (626) 307-2536.

BUILDING:

10. The second sheet of the building plans must include all City of Monterey Park conditions of approval.
11. A building permit cannot be construed as permitting the excavations to encroach into adjacent property. The developer must protect adjacent property in accordance with Civil Code § 832.
12. The building plans must indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the property line.
13. A soils and geology report is required as part of the plan check submittal.
14. A permit from CAL-OSHA must be obtained for any trenching and scaffolding work, prior to issuance of the building permit.
15. A compaction report for demolition of previous buildings must be submitted to the Planner before the City issues grading or building permits.

16. The developer must locate the access aisle on the side opposite the driver's side when a vehicle moves forward into the parking space at the subterranean parking level.
17. The developer must provide one access parking for "city parking" area in the subterranean parking level.
18. All improvements must comply with the California Building Code, California Plumbing Code, and California Electrical Code, all as adopted by the MPMC, in effect at the time the City issues building permits.
19. An occupancy separation must be placed between B and E occupancy.
20. The developer must provide minimum plumbing fixtures per Table 4-1 of California Plumbing Code, total number of water closets for females must be equal to the total number of water closets and urinals required for males.
21. Chapter 11A and Chapter 11B of the California Building Code apply to this project.

ENGINEERING:

22. Before the City issues a grading permit, the applicant/property owner must obtain a "General Construction Activity Storm Water" Permit from the State Water Board. Compliance information is available in the office of the City Engineer.
23. A water plan must be submitted for review and approval by the City Engineer. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate pressure and flow to serve the development, the developer is responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the City.
24. Water Division requirements are to be determined upon completion and submittal of a water meter sizing sheet by the applicant. This may include up sizing of water meter and water services. According to MPMC § 14.12.110, for new installations or an enlargement of any service, the City must charge for the cost as outlined in the section. Changes in the demand brought about by an increase in the square footage of a project (e.g., more fixtures, fire sprinkler) are the responsibility of the developer.
25. A site drainage plan must be prepared for review and approval by the City Engineer. The property drainage must be designed so that the property

drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must be blocked and accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the site may be required for submittal to the City Engineer for review and approval.

26. All storm drainage facilities serving the development must accommodate a 50 year storm. If existing storm drain facilities are inadequate they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications and also the satisfaction of the City Engineer prior to approval of the grading and drainage plans.
27. Any damage done to existing street improvements and utilities during construction must be repaired before the City issues certificates of occupancy. Pre-existing damaged, deteriorated, substandard or off-grade curb, gutter, driveways and sidewalk must be repaired or replaced to the satisfaction of the City Engineer.
28. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City or a public works improvement guarantee and agreement posted before final map approved by the City Council.
29. All electric, telephone and cable TV utility services must be installed fully underground and to required City standards. Satisfactory provisions for all other utilities and service connections, including water, sewer and gas, shall be made to City and public utility standards. A utility plan must be prepared and submitted showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.
30. Developer must construct a 15 feet radius curb return and relocate all existing interfering street improvements and structures (traffic signals, fire hydrants, etc.).
31. Developer must construct a wheelchair ramp in the curb return at the street intersection.
32. All buildings must have roof gutters and all roof drainage must be conducted to the public street or an approved drainage facility in a manner approved by the City Engineer.
33. The grading and drainage plan must be submittal by the first plan check and must incorporate all pertinent site development comments from the City's geological and geotechnical consultants and must also include the approved geological report submitted by the developer's consultant.

34. Parkways must be irrigated and landscaped per plans submitted for review and approval by the City Engineer. The need for preserving existing street trees and/or providing additional street trees must be reviewed and approved by the City Recreation and Parks Department.
35. The City may restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.
36. The off-site driveway approach must align true and square with the on-site driveway.
37. One-way traffic must have a minimum of 18 feet in width and two-way traffic must have a minimum of 26 feet in width per MPMC Table 21.22(B).
38. Show existing curb markings and street signage fronting the project on plans per MPMC § 21.22.090(D).
39. Plan shows limited ability for trash trucks.
40. Provide scaled turning templates for larger vehicles, i.e., sport utility vehicles per MPMC § 21.40.320.
41. Each parking stall must have a minimum of 18 feet perpendicular to the stall and 12 feet parallel to the stall, directly adjacent to the rear of the stall to allow for vehicle maneuverability clearance.

PARK:

42. A site and landscaping plan will have to be submitted for the public right-of-way. Utilities, street lights, fire hydrants, etc will also have to be shown.

FIRE:

43. Provide approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE. Signs must be provided for fire apparatus access roads to clearly indicate the entrance to such road per California Fire Code (CFC), Appendix D103.6.
44. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction per CFC § 501.4.
45. Temporary signs must be installed at each street intersection when construction of new roadways passage by vehicles. Signs must be of an approved size, weather resistant and be maintained until replaced by permanent signs per CFC § 505.2.

46. Fire hydrant location and distribution must be provided per CFC Appendix C and Table C105.1.
47. The required fire flow for public fire hydrants must be determined per CFC § 507.3 Table B 105.1.
48. All fire hydrants must measure 6 inches by 4 inches by 2 ½ inches, brass or bronze, conforming to American Water Works Association Standard C503, or approved equal; and must be installed in compliance with CFC § 507.
49. All required public fire hydrants must be installed, tested and accepted prior to beginning construction per CFC § 501.4.
50. Provide an approved automatic fire sprinkler system as set forth by the California Building Code § 903 and CFC § 903. The Fire Department must approve plans before fire sprinkler installation.
51. Smoke detectors must be provided in each room for sleeping purpose and at a point centrally located in the corridor or area giving access to each separate sleeping area.
52. Developer must provide an approved fire alarm system as set forth by CFC § 907. Plans must be submitted to the Monterey Park Fire Department before installation.

By signing this document, LINC Community Development Corporation, certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.

LINC Community Development Corporation

RESOLUTION NO. ____

A RESOLUTION DECLARING REAL PROPERTY LOCATED AT 236 SOUTH RAMONA AVENUE; 321, 325, 341, AND 371 EAST POMONA BOULEVARD; AND 534 NORTH CHANDLER AVENUE TO BE SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO CONVEY IT IN ACCORDANCE WITH APPLICABLE LAW.

The City Council does resolve as follows:

SECTION 1: The City Council finds and declares that:

- A. On January 9, 2014, the City of Monterey Park filed an application requesting that the City Council declare real property located 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue ("Surplus Property") to be surplus and authorize the City Manager to dispose of such property in accordance with applicable law (the "project");
- B. Pursuant to Government Code § 65402(a), the City submitted its application to the Planning Commission for review. The City's submission was reviewed for, in part, consistency with the General Plan and conformity with the Monterey Park Municipal Code ("MPMC");
- C. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines");
- D. At a special meeting on January 23, 2014, the Planning Commission considered and adopted Resolution No. 02-14, finding that the proposed disposition of surplus property is consistent with the Monterey Park General Plan;
- E. A review of the City's application shows that the Surplus Property is no longer required for the City's use. Its disposition would provide a public benefit to the City; and
- F. The Surplus Property will be offered for sale in accordance with applicable law including, without limitation, Government Code § 54222.

SECTION 2: *Purpose of Surplus Property Sale.* The City Council declares to the Surplus Property to be surplus in accordance with applicable law. This Resolution gives the City Manager, or designee, authority to convey the Surplus Property to LINC Community Development Corporation ("LINC"), a nonprofit home builder with the intention of developing a six unit affordable housing project and rehabilitating,

managing, and renting existing residential units as affordable housing.

SECTION 3: *Environmental Assessment.* The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”) because it consists of disposing Surplus Property in accordance with applicable law. Disposal of the Surplus Property (by itself) does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines § 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment. In addition, disposal of the Surplus Property is categorically exempt in accordance with CEQA Guidelines § 15312. Specifically, the City anticipates conveying the Surplus Property; the Surplus Property itself does not have significant value for wildlife habitat or other environmental purpose; and the use of the Surplus Property and adjacent property has not changed since the time the City acquired the Surplus Property. Accordingly, this project conforms with a Class 12 categorical exemption under CEQA.

SECTION 4: *Report.* Pursuant to Government Code § 65402(a), the Planning Commission Resolution was submitted to the City Council showing that conveying the Surplus Property is consistent with the General Plan.

SECTION 5: *Authorizations.* The City Manager, or designee, is authorized to take all steps needed to convey the Surplus Property in accordance with applicable law including, without limitation, offering the Surplus Property for disposition pursuant to Government Code § 54222 and executing all documents required for conveying the Surplus Property on the City’s behalf in accordance with applicable law use approvals. Should an entity other than LINC Housing seek to obtain the Surplus Property, the City Manager must report back to the City Council before any conveyance.

SECTION 6: This Resolution will become effective immediately upon adoption and remains effective unless superseded by a subsequent resolution.

PASSED, ADOPTED AND APPROVED this 19th day of February 2014.

Anthony Wong, Mayor

ATTEST:

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

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Monterey Park at the regular meeting held on the 5th day of February 2014, by the following vote of the City Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney



City Council Staff Report

DATE: FEBRUARY 19, 2014

AGENDA ITEM NO: New Business
Agenda Item 6-A.

TO: PAUL TALBOT, CITY MANAGER
FROM: JAMES BIRRELL, INTERIM FIRE CHIEF
SUBJECT: AWARD OF CONTRACT – SERVICES TO CONDUCT A TWO CITY FIRE SERVICES ANALYSIS AND FEASIBILITY STUDY

RECOMMENDATION: Award of Contract to: Emergency Services Consulting International

It is recommended that the City Council:

- (1) The City Council award a contract to Emergency Services Consulting International in an amount of \$48,519. Monterey Park's cost share is \$24,259.50 to be expended from Account 0010-801-3201-31950 (Other Professional Services).
- (2) Authorize the City Manager to execute an agreement in a form approved by the City Attorney; and
- (3) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At the City Council meeting of November 20, 2013, the City Council authorized staff to release a Request for Qualifications ("RFQ") to solicit proposals for a firm to conduct a fire services analysis and feasibility study potentially involving the cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena. The deadline for submittals was January 16, 2014. A total of three proposals were received and staff is seeking Council authorization to award a contract for services.

BACKGROUND:

The cities of Alhambra, Monterey Park, San Gabriel, San Marino and South Pasadena operate their own fire departments within their own boundaries. Operating independently, the five cities are members of automatic and mutual aid agreements, Unified Response, Verdugo Communications, and California State Disaster Management Area resulting in assistance in emergency response and shared opportunities such as regional training and grant opportunities.

Staff from the five cities met to discuss whether there was interest to investigate additional opportunities that would further increase the effectiveness and efficiencies in fire operations, services, resources, and cost savings. Discussions of this nature are not new; however, due to the nation's economic downturn, more cities are, or have conducted reviews of their fire services to identify any alternate service delivery options. A result of these studies have led to resource sharing, joint training programs, department mergers, consolidations and service contracts. Recent examples include:

1. The City of Newport Beach is currently undergoing a review of the agency, standards of cover, cooperative/shared services and a strategic plan study by a consultant. The Newport Beach Fire Department stated that it would like to be a "proactive force within the rapidly changing environment facing emergency services providers.¹" This review will include an assessment of

¹ City of Newport Beach City Council Staff Reported, dated April 9, 2013

historical practice, current and evolving community needs, and strategic future planning incorporating data driven performance measures. The consultant is to develop and analyze various operational models providing emergency. Evaluations and recommendations are to include resource management, deployment of apparatus by type, deployment of operations personnel, and special units, continuation of current methods of administration and management, expansion of existing automatic or mutual aid agreements, functional consolidation, operational consolidation, contracts for emergency protection, and other feasible models.

2. In 2011, the cities of Anaheim, Fullerton, and Orange requested a study on consolidation, merger, or contract for fire services and a feasibility analysis. At the time of this study, the City of Fullerton and Brea Fire Departments had already commenced a two year pilot program for shared command staff. The three-city consultant's report was completed in January of 2012. It appears no official action to commence a merger occurred between the three cities; however, the cities of Fullerton and Brea continue to share command staff and were to include additional positions in the second phase of the program – the Division Chief/Fire Prevention and the Fire Captain/Training. Staff has placed a call to ascertain if a final report on performance and cost savings has been prepared and made available.
3. October of 2009, the cities of Encinitas, Solana Beach, Del Mar, and Rancho Santa Fe Fire Protection District conducted a review and determined to enter a fire management services cooperative agreement. The City of Encinitas provides Del Mar management services in the form of a Fire Chief, three Division Chiefs, a Fire Marshal and a Management Analyst and management services to Solana Beach. These services included supervision of Del Mar's fire suppression operations, emergency management, fire prevention activities, emergency medical services, procurement and administrative functions, as well as major incident support. Rancho Santa Fe provides battalion chief coverage for the three cities. These services changed in 2013, when Rancho Santa Fe Fire Protection District opted out of the contract². The remaining cities reorganized, resulting in two of the three deputy chiefs reassigned to shift battalion chiefs, a mid-management position with fewer hours and less pay, a non-sworn program assistant hired to assist with administrative tasks. Without these changes, there would have been an expected increase of \$240,000 to the coastal cities in Fiscal Year 2013-2014. With the reorganization, staff anticipates an overall cost savings in personnel costs.
4. October of 2009, the cities of La Mesa, Lemon Grove, and El Cajon sign a Joint Powers Agreement to be effective in January 2010 to create a shared management team to coordinate fire and emergency medical services, firefighter training, fire prevention, emergency planning, and community preparedness. The 14 current chief officers would eventually be reduced to 11 and one fire chief for all three cities. Efforts on this issue had begun in early 2009 where discussions amongst the three cities focused on cooperative efforts. After completion of a Cooperative Fire Services Study by the three cities, a proposed model was presented and the recommendation made for a Joint Powers Agreement. This arrangement created the Heartland Fire & Rescue, which is still in operation today.

To ascertain the opportunities for Monterey Park, the City Council approved and authorized a Request for Qualifications (Exhibit A) at their meeting of November 20, 2013. It was not known how many cities would be participating in the fire analysis and feasibility study and therefore the Request for Qualifications was drafted to request two bids – one for a Two-City Analysis and Feasibility Study and one for a Five-City Analysis and Feasibility Study. The Request for Qualification was issued on December 16, 2014 with a deadline of January 16, 2014.

Three proposals were received:

- | | |
|--|-----------|
| 1. Emergency Services Consulting International | |
| Two City Analysis & Feasibility Study | \$ 48,519 |
| Five City Analysis & Feasibility Study | \$ 79,224 |

² City of Del Mar Staff Report, June 17, 2013

- | | |
|--|-----------|
| 2. Matrix Consulting Group | |
| Two City Analysis & Feasibility Study | \$ 50,000 |
| Five City Analysis & Feasibility Study | \$ 61,000 |
| 3. Citygate Associates, LLC | |
| Two City Analysis & Feasibility Study | \$ 80,435 |
| Five City Analysis & Feasibility Study | \$113,518 |

As mentioned at the November meeting, three cities had also been discussing a Tri-City Command Staff merger: San Gabriel, San Marino, and South Pasadena. Subsequent to the RFQ release, these cities proceeded with implementation of a pilot program and are currently sharing a fire chief and two division chiefs. On January 23, 2014, the City of South Pasadena notified Monterey Park staff they will not be participating in the five-city study due to the pursuit of the Tri-City command staff option. On February 10, 2014, a meeting of the city administrators and fire chiefs of four cities met and it was determined Alhambra and Monterey Park remain committed towards continued investigation of service and program alternatives.

To move forward on this issue, staff seeks the City Council's approval and authorization to enter into a contract with the recommended vendor, Emergency Services Consulting International (ESCI) for a Two-City Fire Service Analysis & Feasibility Study at a cost of \$48,519. Costs will be shared between the two cities, resulting in Monterey Park's share at \$24,259.50. Ten percent (10%) of the contract cost will be due upon contract signing with remaining payments to be made monthly as work progressed each month. Staff is recommending Monterey Park's share be expended from the FY2013-2014 and FY2014-2015 budget from the account for Other Professional Services. These costs will be offset by the salary and benefit savings achieved from the change in employment status of the fulltime Fire Chief's position.

FISCAL IMPACT:

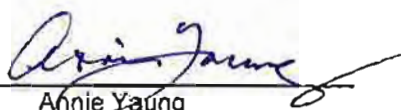
The total cost of the contract will be \$48,519. Monterey Park's share is \$24,259.50. Funds are to be expended commencing in Fiscal Year 2013-2014 with completion in Fiscal Year 2014-2015. Funds are to be expended from Account No. 0010-801-3201-31950, Other Professional Services.

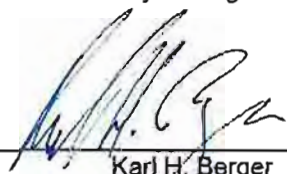
Respectfully submitted,


James Birrell
Interim Fire Chief

Approved By: 
Paul Talbot
City Manager

Reviewed by:


Annie Young
City Controller


Karl H. Berger
Assistant City Attorney

Attachments:

1. Request for Qualifications Issued December 16, 2013
2. Proposal by Emergency Services Consulting International
3. Draft Professional Services Agreement

Alhambra • Monterey Park • San Gabriel • San Marino • South Pasadena



City of
Alhambra



**Two Cities/Five Cities
Request for Qualifications
to conduct an Analysis and Feasibility Study
For the Cities of
Alhambra, Monterey Park, San Gabriel, San Marino,
South Pasadena Fire Departments**

Issuance: December 16, 2013
Response Due: January 16, 2014; 4:00 p.m.

Mail or Deliver to: City of Monterey Park, City Clerk's Office
Re: Fire Services Analysis
320 West Newmark Avenue
Monterey Park, CA 91754



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS

For the purposes of this Request for Qualifications ("RFQ"), the cities of Alhambra and Monterey Park, acting collaboratively shall herein be known as "Two Cities," and the cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena, acting collaboratively shall herein be known as "Five Cities." Reference may also be made to "Cities" when referencing both projects for the purposes of this Request for Qualifications ("RFQ").

This RFQ is being issued due to the expressed interest by all five cities to analyze and identify potential opportunities of resource sharing, merging, consolidating, contractual arrangement, or other recommended governance model.

At this time, it has not been determined how many cities are firmly committed. This Request for Qualifications seeks a Statement and Quote for two scenarios, 1) a Two Cities Analysis and Feasibility Study and 2) a Five Cities Analysis and Feasibility Study. It shall be at the discretion of the Cities involved to determine the final project.

The purpose of the analysis is to identify opportunities to expand efficiency and strengthen city services, emergency response, and non-emergency functions with potential savings, identify duplication of facilities, services, or other resources, identify opportunities to share resources, joint purchasing, or centralize functions; all without any compromise to the safety of the public or employees. The study shall also evaluate and identify any challenges, impacts, weaknesses, and strengths of those opportunities and shall include a final recommendation that best serves the taxpayers of each community.

INTRODUCTION:

The cities of Alhambra and Monterey Park (Two Cities) or the cities of Alhambra, Monterey Park, San Gabriel, San Marino and South Pasadena ("Five Cities") are investigating the potential to share and enhance services while reducing costs. Each Fire Department is currently operating independently of each other but do have some shared programs or resources such as Verdugo Communications Dispatch services, Unified Response, Urban Search & Rescue Team partnerships, regional training facilities (i.e. Alhambra Training Tower) and automatic/mutual aid agreements. These cities may also be contracting with other agencies to obtain discount pricing, cost share opportunities, or regional servicing for purchases of equipment, apparatus repair, etc.

The Five Cities combined comprise a geographical area of 26.6 square miles and serve a residential population of 221,842 (2010 Census). Cumulatively, there are a total of 11 fire stations and frontline apparatus consisting of 11 fire engines, two trucks, seven rescue ambulances, 4 command vehicles, and one air/light apparatus.

Total emergency call volume combined in Fiscal Year 2012-2013 was 13,476 (Verdugo Annual Report). Approximately 82% were emergency medical services, 12.3% fire calls, and the remaining calls were service calls or minor incidents.



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS

Each city to be involved in this project will provide a general profile showing current adopted budgets, funding mechanisms, emergency call data, facilities, equipment, and staffing to the Consultant awarded the contract.

For the consultant undertaking the effort of analysis and feasibility study, several factors should be reviewed that may impact the services of the fire department such as current and future trends, community demographics, financial conditions and forecasts, environmental, technological, societal issues, on-going and projected development projects, and industry standards and requirements - if any, that may impact services provided by the Two Cities or Five Cities.

The analysis shall evaluate all information available and determine not only the possibility of a merger, consolidation, partnership, contractual relationship, or other governance model, but what type of consolidation or merger is recommended for implementation (i.e. functional, partial, etc.). Topic areas to be considered in this evaluation are:

- Administration;
- Management;
- Joint Powers Agreements;
- Consortium purchasing;
- Vehicle Maintenance and Repair;
- Fire Prevention Services;
- Emergency Medical Services;
- Training and Recruitment;
- Area C Operational Readiness

The recommended model should incorporate a phased-in approach and provide sample organizational charts representing a possible scenario (example, see Attachment A). This is to be included in the Consultant's review of options with an analysis provided. The final recommendation that is determined by the Consultant should include an overview of an implementation plan with expected outcomes.

The Cities also expressed the following interests for this RFQ:

- Analysis of current operations
- Preservation of existing revenue sources
- Preservation of 201 Rights
- Identification of legal requirements
- Outline of options for managing of services and cost analysis
- Identification of potential challenges, opportunities, weaknesses, threats, and strengths
- Identification of efficiencies to be gained
- Identification of deployment strategies to improve service or facilitate economic efficiencies
- Completion of a Standards of Coverage Study for the Five Cities as well as the effects, if any, on the Unified Response and Area C.



City of
Alhambra



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS

It is the intent to contract with a single firm to provide the services described herein; however, the Cities reserve the right to award multiple contracts for one or more of the sections as listed under "Scope of Services."

Any Statement of Qualifications should fully address the scope of work and include a description of all deliverables and activities (see submittal instructions).

The Cities expect to award a contract for consultant services on or before February 19, 2014. It is expected that the work required be completed within two months if possible, three months maximum. This includes a Report of Findings and Recommendation and a completed Feasibility Analysis, and provision of presentations and reports to the participating Cities' staff and City Council Members.

After development of the initial report, additional services may be requested to implement a plan and/or further expand the study if necessary. If required, an addendum to the contract shall be executed.

Scope of Services

Prospective consultants may use the following Scope of Services as a baseline, but should develop the Statement of Qualifications to be in concert with the Cities expressed interests, project understanding, and past experiences. The Cities are open-minded on the process that can best be applied to achieve the desired result. Any additional tasks, issues, or studies the consultant feels pertinent to this issue must be clearly identified in the consultant's Statement of Qualifications.

As stated, a determination has not been made as to the number of cities to be involved and therefore two sets of bids are to be provided: 1) Two Cities Analysis and Feasibility Study and 2) Five Cities Analysis and Feasibility Study.

The feasibility analysis is to consider the potential for a merger, consolidation, or some type of governance model that will result in improved emergency response, customer service, and financial stability between the cities of Alhambra and Monterey Park, or Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena without compromising the safety of the citizens and employees. Such analyses may include emergency and non-emergency functions.

For each section listed below, a separate bid shall be submitted with a Grand Total for the entire package. As indicated above, the Scope of Services shall include, but not be limited to the following:



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS

Section I. Operational Review

- Consultant to provide a comparison on a “per capita” basis to reflect a side-by-side comparison for call volume, staffing, etc. of each department and its relationship to the population served.
- Consultant shall meet with representatives from the two cities or five cities to create a needs assessment and determine each city's interests in developing and implementing a merger, consolidation, contractual relationship or partnership.
- Identify any redundancies in the provision of services and make recommendations for change that will maintain or improve existing service provisions or reduce costs.
- Identify impacts on the Fire Department(s) 201 Rights as a result of any proposed action.
- Consultant may also include other matters that come to the Consultant's attention related to assumptions in the study's recommendation; including administrative location, training, apparatus maintenance, co-located prevention and CUPA services with different service options, and partnerships with other fire agencies that you feel the Two Cities or Five Cities should consider.
- Consultant will be required to deliver presentations and answer questions to each of the Two Cities' or Five Cities' staff to facilitate an understanding of the study, recommendation and implications of such. Provide updates as requested.

Section II. Financial Profile and Review

- Review each city's financial profile and funding arrangements that support each Fire Department and identify any potential impacts as a result of identified governance models. If applicable, provide options to preserve existing funding streams. This includes sales tax, special tax, benefit assessments, existing user fees, rates and charges, and other relevant funding mechanisms. In addition, provide an analysis or comparison of the two cities or five cities.
- Comparison of the economic pros and cons between identified and recommended options and maintaining the status quo.



City of
Alhambra



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS

Section III. Final Report and Recommendation:

Prepare a Feasibility Study with Findings and Recommendations and an Implementation Plan. Consultant's report and findings shall be presented to the Two Cities or Five Cities staff to ensure that all necessary updates have been included.

The Recommendation discussion should include, but not be limited to:

- Proposed governance option(s) and expected outcomes;
- Organizational structure, locations, facilities, etc.
- Deployment options "Standards of Coverage;"
- Determine financial impacts and benefits of the identified (immediate and long term) to the Fire Department's organizational management and administration, operational service delivery, financial stability and sustainability/condition to compare between options versus maintaining current operations.
- Determine cost allocation and apportionment options for all aspects of the proposal including: overall cost and potential areas of financial savings, and methodology used.
- Identify recommended administrative oversight and cost, including legal, risk management, information systems, and personnel.
- Other recommended actions deemed appropriate by the Consultant.

PROPOSED RFQ TIMELINE

It is intended that the contract with the selected firm be executed on or before March 6, 2014 with a project completion date no later than June 5, 2014 (earlier is preferred).. *These are projected dates only and the cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena shall not be bound hereby.*

- | | |
|--|--------------------------|
| • Issuance of Request for Qualifications | December 16, 2014 |
| • Statements Due | January 16, 2014 |
| • Evaluation of Statements | Week of January 20, 2014 |
| • Interviews/Presentations of selected firms | Week of January 27, 2014 |
| • Approval and Award of contract(s) | February 19, 2014 |
| • Contract Completion and Execution | March 6, 2014 |



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SUBMITTAL INSTRUCTIONS AND CONTENTS

Statements in response to this RFQ are sought only from firms with extensive experience conducting operational and needs analyses, evaluation of public safety mergers, consolidations, or equivalent, emergency response and standards of cover analyses for public career fire agencies. In addition, firms and personnel must demonstrate thorough knowledge and familiarity with fire and emergency response operations and services of public career agencies.

Firms who submit a Proposal/Statement of Qualification are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect the respondent's roles and responsibilities of this project. Any failure to become fully knowledgeable of any matters that might in any way affect the project shall be at the firm's sole risk.

The cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena, its officers, employees, and/or representatives shall not be held liable or responsible for any interpretations made by the respondents on the basis of information provided in this or through any other sources.

Questions pertaining to any one of the Fire Departments or clarification of the requested Scope of Services may be directed to the Monterey Park Fire Department for routing to the appropriate individual. You may direct these questions to Lillian Bow, Principal Management Analyst at lbow@montereypark.ca.gov.

Each interested firm should submit the following information:

1. Cover letter transmitting the Statement and acknowledging receipt of any and all amendments to the RFQ issues. The letter should be addressed to Fire Chief James Birrell, but submitted to the City Clerk's Office.

James Birrell Fire Chief
Monterey Park Fire Department
320 West Newmark Avenue
Monterey Park, CA 91754



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2. Provide six (6) Bound copies, one original unbound copy and a single PDF file of the reports and plan that can be made available to the Five Cities or Two Cities staff. Any GIS mapping or deployment analysis developed shall also be made available to the Five Cities or Two Cities on a CD-ROM and or electronically with the ability to add or delete and/update information as needed. Address and deliver to:

City of Monterey Park
City Clerk's Office
Re: Fire Service Analysis
320 West Newmark Avenue
Monterey Park, CA 91754

The original must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration.

The services provided, qualifications, experience, and reference portions of the proposals will be weighted more heavily than the costs. Proprietary data or trade secrets should be clearly identified as such in your proposal.

3. Firm Identification and address of principal place of business and all other offices and corresponding telephone, e-mail addresses, and fax numbers. Please note specifically which personnel will be assigned to work with the Fire Department staff.
4. Description of firm's personnel to be assigned to this project, including who shall be assigned as project manager. The description shall include education, experience, qualifications, and number of years with the firm and a description of projects similar to the one proposed for the Two Cities or Five Cities.

Those identified in the Statement shall work on the assigned project and no substitutions of personnel will be allowed unless approved in writing by the Two Cities or Five cities.

5. Experience related to providing services and studies to public entities with particular emphasis upon fire operations and emergency medical services.
6. At least four (4) references, three (3) of which must have knowledge of your service to public entities, in particular, fire operations and emergency medical services, preferably mergers, consolidation, joint powers authority, special districts, shared services, etc.
7. Demonstration of your firm's ability to provide the required services and study in a timely manner.



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8. Statements for your firm should include advisement of any Legal Issues/Conflicts of Interest:
 - a. Violations of Federal, State, or local regulations and laws within the past three (3) years;
 - b. Pending or current litigation;
 - c. Arrangements with other firms that could pose a conflict of interest, and
 - d. If none of the above applies, statements to that affect.
9. Project plan charting tasks and timeline for deliverables requested and the proposed scope of work.
10. Cost: Statements should include all costs associated with providing the services described herein. Project costs should be itemized as outlined above. The Consultant shall present a specific "not to exceed" fixed price" including associated fees (i.e. printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized cost including labor costs and expenses for each piece of work.
11. Any other information deemed relevant to this proposal/statement of qualifications and to the proposed project.
12. Statements/Proposals are limited to no more **than 40 pages**.
13. All materials submitted in response to this RFQ become the property of the cities involved. Information in the packets will become public record after award of the contract.
14. Respondents may provide additions, deletions, or modifications to materials submitted prior to the deadline, which must clearly be communicated and stated in writing.

Should this be necessary, submit six (6) copies plus an original to the City Clerk's Office at 320 West Newmark Avenue; Monterey Park, CA 91754; to the attention of Fire Chief James Birrell.

Selection Criteria

- I. Statements of Qualifications/proposals shall be reviewed and evaluated by the Cities to be involved: City Managers, Fire Departments and Purchasing personnel. Criteria shall include, but not be limited to:
 - A. Quality of Written Proposal – Adequate and complete response to the RFQ, project methodology and approach; information on personnel to work on this project, experience and previous history, understanding of the tasks required and the appropriateness of the firm's overall approach and methodology of the project.



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- B. Qualifications and Experience of the Firm – Specific experience on projects of similar size and scope. Depth of resources available to meet the project goals, timeline, budget, ability to respond and deal with unexpected needs and provide specialized services in a timely manner, and references of the firm, individuals, and past projects.
 - C. Qualifications and Experience of Personnel – Qualifications, experience, and previous history working on related projects and roles in these projects.
 - D. Cost competitiveness.
- II. The most qualified responses/proposals may be invited to an interview/presentation at no cost to the Two Cities or Five Cities. However, the Cities reserve the right in its sole, absolute, and unfettered discretion to award a contract solely on the basis of the written proposals.
 - III. The Cities reserve the right to contact and evaluate the Proposer's and subcontractor's (if applicable) references; contact any Proposer to clarify any response; contact any current users of Proposer's services; solicit information from any available source concerning any aspect of a statement/proposal; and seek and review any other information deemed pertinent to the evaluation process. The Cities shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Cities, after all factors have been evaluated.
 - IV. (1) Reject any and all Statement of Qualifications/proposals, (2) Waive any informality in the statements/proposal, and (3) Accept the statement/proposal that appears to be in the best interest of the Cities. The Cities intend to award to a single firm, but has the right to award multiple contracts for one or more sections of the RFQ.

Requirements and Procedures of Selected Firms

The consultant awarded the contract shall indemnify, defend and hold each of the Two Cities or Five Cities, its officials, officers, employees, agents and volunteers harmless from any and all losses and damages arising out of any act or omission of it in performance of the resulting contract.

Before a contract is entered into with the selected consultant, the Consultant shall present evidence in writing to the Cities that it has current professional liability insurance from a responsible insurance company licensed in the State of California with a rating of B+ or better as stated from time to time by Standard and Poors', Moody's, or Bests'.

NOTE: The insurance policy must include a special endorsement that provides:



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1. Each of the Cities, its officers, officials, employees, agents and volunteers are included as additional insureds but only insofar as operations under the contract are concerned.
2. The insurer shall not cancel or reduce the insured's coverage without first providing thirty (30) days advance written notice to the Cities, via the City of Monterey Park.
3. The Cities will not be responsible for premiums or assessments on the policy.

The Insurer shall furnish the Cities, via the City of Monterey Park, a certified copy of the policy within five (5) days upon request. The selected contractor shall maintain during the life of the contract the above specified with the above-referenced special endorsement.

Agreement

Respondent recommended for award as a result of this solicitation will enter into a written Consultants Agreement with the Two Cities or Five Cities. Any formal agreement/contract becomes final only upon approval by the City Council of each of the Cities and execution of the agreement performed by the Mayor and/or City Manager of each city. A sample Consultant Agreement is attached for review.

The Sample Agreement is intended to give firms an idea of the types of issues addressed in a standard consultant agreement. It is expected and anticipated that the final terms may vary, following negotiations.

Amendment or Termination of RFQ Process

The Cities reserves the right to cancel or amend this RFQ, in its sole, absolute, and unfettered discretion. Any revisions or amendments made to this RFQ after its issuance will be provided in writing to those who requested a copy of the RFQ and are identified as such on the list. The Cities further have the right to terminate the RFQ process and not award a contract. The Cities shall not be liable for any costs incurred in preparation for a response to the RFQ, or any other costs or expenses related thereto.

The Cities further reserves the right to reject any and all proposals or waive any informality or irregularity in a proposal to the extent allowed by law in each City's sole, independent, and absolute discretion.

Supplemental Information

Attached to this Request for Qualifications are the following supplemental documents:

1. Sample Consultant Agreement
2. Sample Organizational Charts



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**FIVE CITIES
REQUEST FOR QUALIFICATIONS
FIRE SERVICES ANALYSIS**

“SAMPLE AGREEMENT”

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND**

This AGREEMENT is entered into this ____ day of ___, 20__, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city (“CITY”) and ____[name]____, a ____[type of organization]____ (“CONSULTANT”).

I. 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 _____ dollars (\$_____) 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 “A,” which is incorporated by reference.

II. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit “A,” which is incorporated by reference.
- 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.

- III. **PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT’s services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after



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such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

- IV. **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 "A") 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.

- V. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

- VI. **ADDITIONAL WORK.**
 - A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.

 - B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

 - C. Payments over \$_____ for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

- VII. **FAMILIARITY WITH WORK.**
 - A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully 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 agrees that



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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.

VIII. **TERM.** The term of this Agreement will be from _____, to _____. 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 "A";
- B. Termination as stated in Section XVI.

IX. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. 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.

X. **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 the Manager 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. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

XI. **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:

Exhibit A: Scope of Work;

Exhibit B: Budget; and

Exhibit C: Proposal for Services.



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- I.
- XII. **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.
- XIII. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
- XIV. **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.
- XV. **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.
- XVI. **TERMINATION.**
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
 - 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. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
 - D. 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).



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- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

XVII. 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.

XVIII. 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 public 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.

XIX. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:

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 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 or willful misconduct.

Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its 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



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satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- 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 XXIII, 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.

XX. **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.

XXI. **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 is it 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.

XXII. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

XXIII. **INSURANCE.**

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

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<u>Type of Insurance</u>	<u>Limits</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 the most recent ISO-CGL Form. 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. Liability policies 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, or equivalent. 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. 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 renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such 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.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance 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."
- 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 pursuant to Section



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XVI.

- XXIV. **USE OF SUBCONTRACTORS.** 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.
- XXV. **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.
- XXVI. **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:

If to CONSULTANT:

If to CITY:

City of Monterey Park

Monterey Park, CA

Attention: _____

Attention: _____

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.

- XXVII. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.
- XXVIII. **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.
- XXIX. **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.



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- XXX. **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.
- XXXI. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.
- XXXII. **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 ____ () 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.
- XXXIII. **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.
- XXXIV. **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.
- XXXV. **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 executive manager, or designee, may execute any such amendment on behalf of CITY.
- XXXVI. **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.
- XXXVII. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
- XXXVIII. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- XXXIX. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable



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control, then the Agreement will immediately terminate without obligation of either party to the other.

- XL. 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 CITY.

[Signatures on next page]



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REQUEST FOR QUALIFICATIONS
FIRE SERVICES ANALYSIS**

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

CITY OF ALHAMBRA:

APPROVED AS TO FORM:

By:

City Attorney

Mayor
City of Alhambra, CA

ATTEST:

City Clerk
City of Alhambra, CA

.....
CITY OF MONTEREY PARK:

APPROVED AS TO FORM:

By:

Mark Hensley, City Attorney

Teresa Real Sebastian, Mayor
City of Monterey Park, CA

ATTEST:

City Clerk
City of Monterey Park, CA

Date



City of
Alhambra



**FIVE CITIES
REQUEST FOR QUALIFICATIONS
FIRE SERVICES ANALYSIS**

CITY OF SAN GABRIEL:

APPROVED AS TO FORM:

By:

City Attorney

Mayor

City of San Gabriel, CA

ATTEST:

City Clerk

City of San Gabriel, CA

Date

.....

CITY OF SAN MARINO:

APPROVED AS TO FORM:

By:

City Attorney

Mayor

City of San Marino, CA

ATTEST:

City Clerk

City of San Marino, CA

Date



City of
Alhambra



**FIVE CITIES
REQUEST FOR QUALIFICATIONS
FIRE SERVICES ANALYSIS**

CITY OF SOUTH PASADENA:

APPROVED AS TO FORM:

By: _____
City Attorney

Mayor
City of South Pasadena, CA

ATTEST:

City Clerk
City of South Pasadena, CA

Date

.....
CONSULTANT:

Name of Company

Executed by:

Signature

Date

Print Name

Title



City of
Alhambra



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS

Attachment A

Alhambra • Monterey Park • San Gabriel • San Marino • South Pasadena



City of
Alhambra



Present Day Organizational Structure

PERSONNEL

CITY	FIRE CHIEF	40 HOUR CHIEFS	SHIFT BC's	CAPTAINS	ENGINEERS	FF/FF/P/MS	TOTAL SHIFT PERSONNEL	FIRE PROTECTION SPECIALISTS	DEPUTY FIRE MARSHAL
	18 Chief Officers								
ALHAMBRA	1	0	3	15	15	27	60	1	1
MONTEREY PARK	1	0	3	12	12	24	51	2	1
SAN GABRIEL	1	0	3	6	6	12	27	0	1
SAN MARINO	1	2	0	3	3	9	15	0	0
SOUTH PASADENA	1PT	0	2	3	6	9	24	0	1PT
TOTALS	5	2	11	39	42	81	177	3	4
GLENDAL	1	3	3	39	37	96	179	13	0

Chart Courtesy of John Cermak EFO Paper



City of
Alhambra



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS



City of
Alhambra



Organizational Structure in FY2015-2016

PERSONNEL

	FIRE CHIEF	40 HOUR CHIEFS	SHIFT DC'S	CAPTAINS	ENGINEERS	FF/FF/PMs	TOTAL SHIFT PERSONNEL	FIRE PROTECTION SPECIALISTS	DEPUTY FIRE MARSHAL
CITY	11 Chief Officers								
ALHAMBRA	1	0	2	15	15	27	60	1	1
MONTEREY PARK	0	0	2	12	12	24	51	2	1
SAN GABRIEL	0	0	2	6	6	12	36	0	1
SAN MARINO	1	2	0	3	3	9	15	0	0
SOUTH PASADENA	1PT	0	0	3	6	9	24	0	1PT
TOTALS	3	2	6	39	42	81	177	3	4
GLENDALE	1	3	3	39	37	96	179	13	0



City of
Alhambra



FIVE CITIES REQUEST FOR QUALIFICATIONS FIRE SERVICES ANALYSIS



City of
Alhambra



Organizational Structure in FY2018-2019

PERSONNEL

CITY	8 Chief Officers	TIME CHIEF	24 HOUR CHIEFS	SHIFT Btl's	CAPTAINS	ENGINEERS	FF-FF/PMS	TOTAL SHIFT PERSONNEL	FIRE PROTECTION SPECIALISTS	DEPUTY FIRE MARSHAL
ALHAMBRA		1	0	1	15	15	27	60	1	1
MONTEREY PARK		0	0	1	12	12	24	51	2	1
SAN GABRIEL		0	0	2	6	6	12	27	0	1
SAN MARINO		1	2	0	3	3	9	15	0	0
SOUTH PASADENA		0	0	0	3	6	9	24	0	1PT
TOTALS		2	2	4	39	42	81	177	3	4
GLENDAL		1	3	3	39	37	96	179	13	0



Emergency Services Consulting
International

www.esci.us • info@esci.us • 800.757.3724

Cover Letter

January 14, 2014

James Birrell, Fire Chief
Monterey Park Fire Department
320 West Newmark Avenue
Monterey Park, CA 91754

RE: Two Cities/Five Cities Analysis and Feasibility Study

Dear Chief Birrell,

Emergency Services Consulting International (ESCI) is pleased to submit the following proposal to conduct the Two Cities/Five Cities Analysis and Feasibility Study for the cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena Fire Departments. We recognize the importance of this project and appreciate your consideration of our proposal.

ESCI has completed numerous fire department and emergency service studies utilizing our highly qualified staff. ESCI has a working knowledge and understanding of contemporary fire service and EMS organizations and the complexity of current delivery systems, as well as our ability to utilize advanced analytical technology and methodology to ensure accurate observations and recommendations.

We have developed a scope of work with two different options within this proposal that address the needs outlined in the Request for Qualifications for an Analysis and Feasibility Study for Two Cities (Alhambra and Monterey Park) and a separate scenario for a study to include the Five Cities (Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena). The phases defined in our scope will analyze the fire departments throughout the organization and identify opportunities to expand efficiency and strengthen services, utilizing service delivery models to help generate recommendations and strategies to increase efficiency while remaining cost effective.

Sheldon Gilbert, ESCI Associate, will be the Project Manager and leading the Analysis and Feasibility Study for the designated agencies. Sheldon has put together a project team that will provide the knowledge, support, and expertise that will contribute to the successful completion of this project.

We appreciate your consideration of our proposal and look forward working with these departments in this important endeavor. If you have any questions, please do not hesitate to contact Sheldon at 940-453-1366 or me at 800-757-3724. By submitting this proposal ESCI acknowledges receipt of any and all amendments to the RFQ issues.

Sincerely,

Cynthia K. March
Chief Operations Officer

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Phone: 503.570.7778
Fax: 503.570.0522

Eastern Region
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Mooresville, NC 28117
Phone: 704.660.8027

National Capital Region
4025 Fair Ridge Drive
Fairfax, VA 22033
Phone: 703.273.0911
Fax: 703.273.9363

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Profile of the Proposing Firm

ESCI Capabilities

Emergency Services Consulting International (ESCI) is an international firm providing specialized, high quality, professional fire, police, communications, and EMS consulting services to organizations throughout the United States and Canada. ESCI has been meeting the needs of emergency services agencies since 1976 and is considered by many to be the nation's leader in emergency services consulting. Utilizing a staff of six personnel and over 40 field consultants nationwide, ESCI provides consulting services to municipalities, districts, nonprofit organizations, and the industrial and commercial community.

ESCI is recognized as an expert in the field by the emergency service community. This is confirmed by our ongoing relationship with the International Association of Fire Chiefs (IAFC), the United States Department of Defense, the Western Fire Chiefs Association, the National Fallen Firefighters Foundation, the National Volunteer Fire Council, and the hundreds of clients we serve from coast to coast.

Since the beginning, ESCI has operated on the principles of honesty, integrity, and service. ESCI's philosophy is to maintain an active involvement within the emergency service disciplines and related fields, staying ahead of the rapid changes and issues facing our clients.

The mission of ESCI is to improve public safety by facilitating the best, most advanced policy decisions.

*...facilitating the
best, most advanced
policy decisions*

We will accomplish this by providing the highest value of consulting services and educational programs. ESCI utilizes a team of professionals committed to offering highly beneficial programs covering current and anticipated fire, police, communications, emergency management, and emergency medical services issues and needs.

We provide a wide array of services including organization audits and evaluations; cooperative effort and consolidation; health and safety evaluations; master, strategic, and growth management plans; deployment planning; hazard mitigation planning; executive searches; assessment centers; and customized consulting. ESCI has helped improve emergency services in hundreds of communities throughout the country. Our innovative training programs are improving the way organizations and people work.

ESCI encourages creative solutions to complex system dilemmas. The firm recognizes the cultural, economic, operational, legal, and political realities of the local environment. ESCI avoids pre-conceived biases in order to develop and implement imaginative and long-lasting solutions. In addition, ESCI equips its clients with the background, understanding, and confidence to tackle future problems as they arise.

ESCI at a Glance

- Mission: Improve public safety by facilitating the best, most advanced policy decisions
- Established in 1976
- Headquartered in Wilsonville, Oregon; with branch offices in Mooresville, North Carolina; and Fairfax, Virginia
- Extensive fire and EMS consulting throughout the US and Canada
- Six employees, over 40 expert field consultants



All of ESCI's field associates are active practitioners in their respective fields, with many involved in highly visible and responsible national leadership positions in law enforcement and fire/rescue services. We understand your issues, challenges, responsibilities, and offer proven methods to improve your effectiveness.

The ESCI Advantage

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable the Fire Departments to meet the challenges of providing fire protection and emergency medical services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for the Fire Departments' decision makers. The *ESCI Advantage* includes:

- A clear understanding and appreciation of the complexity of the local and regional environment in California. Some previous and current clients and projects in California include:
 - Orange County Fire Authority, CA (Standards of Cover)
 - Newport Beach, CA (Agency Evaluation, Standards of Cover, Cooperative Services Study, Strategic Plan)
 - City of Irvine, CA (Services Cost Analysis)
 - Monterey Park, CA (Fire Service Analysis)
 - Imperial County, CA (Master Plan)
 - Alameda County, CA (Strategic Plan)
- Over 35 years of public safety consulting experience; the successful completion of hundreds of consulting engagements. Some recent projects involving Fire Department Analysis and Feasibility Studies include the following:
 - Rifle Fire Protection District, Colorado
 - Lincoln County, Oregon
 - Florence County, South Carolina
 - Anacortes Fire Department, Washington
 - Arvada/Fairmount Fire Districts, Colorado
 - Benson, Minnesota
 - New Hanover County, North Carolina
- The ability to deliver a high quality product on time and with organizational support and endorsement.
- Knowledge of contemporary issues associated with delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, state government, and the U.S. Department of Defense.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your expectations.

To better serve our clients, ESCI maintains three regional offices. Contact information for each office and a complete organization chart are provided on the following page.



ESCI Offices

Corporate Headquarters

Jack W. Snook, President
Cindy March, Chief Operations Officer
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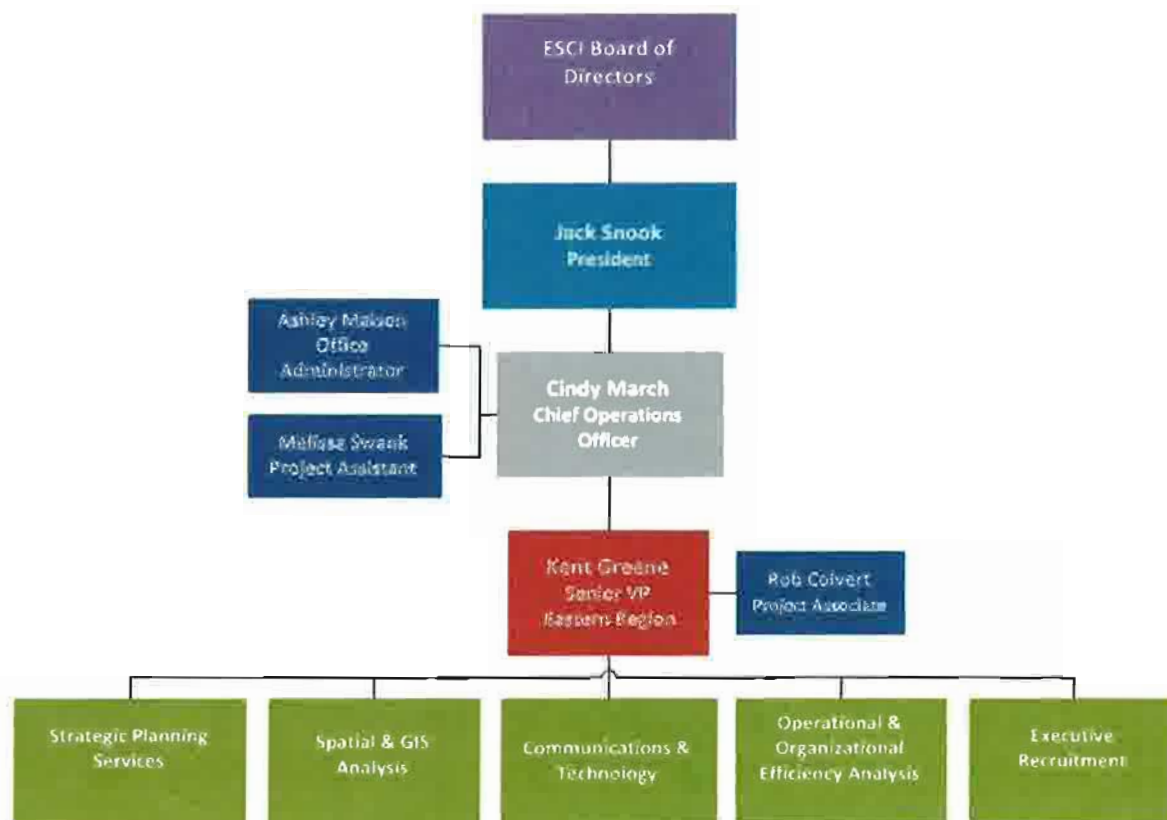
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ESCI Organizational Chart





Project Understanding and Methodology

Project Understanding

ESCI understands that the cities of Alhambra and Monterey Park (Two Cities) or the cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena (Five Cities) seek an analysis to identify opportunities to expand efficiency and strengthen city services, emergency response, and non-emergency functions. ESCI understands that the agencies desire project and pricing options for either the Two Cities or the Five Cities. In both scenarios, in order to successfully achieve this important pursuit, ESCI will evaluate facilities, services, and resources in order to identify opportunities to share resources, joint purchasing, or centralize functions – all without compromising services to the safety of the public or employees. ESCI will provide to participating agencies the strengths, weaknesses, and challenges of the given recommendations to best serve the agencies in future decision-making.

Methodology

ESCI's methodology reflects our understanding of your expectations and our experience in working with fire protection agencies in communities of similar size and character throughout North America. Key elements of ESCI's methodology include:

- A clear understanding of the project background, goals and objectives, and the complex issues that must be addressed.
- A comprehensive, well designed, and practical work plan that provides opportunities for stakeholder input.
- The utilization of the latest web-based communications technology, computer modeling, and geographic information systems (GIS).
- The commitment of sufficient professional resources and an ability to complete the project successfully meeting or exceeding the outlined scope and deliverables within the desired period at a reasonable cost.
- The production of a written report that provides systematic observation, analysis, and recommendations for all components and organizational systems.

ESCI's project methodology is augmented by the utilization of web-based communication technology. Utilizing Microsoft SharePoint®, ESCI will create a secure project website that enables the client and project team members to collaborate and communicate throughout nearly every phase of the project. If a client has broadband capability, ESCI can conduct virtual meetings via web conferencing software. This capability allows the project team to display and review documents, maps, and illustrations in real-time, and provides the client with the opportunity to give immediate feedback to the project team. In addition to creating a more efficient work environment, the client benefits from lower travel costs by eliminating on-site reviews of draft documents.

ESCI employs ArcMap®, the most widely used product among local governments for GIS. ESCI performs statistical and analytical analysis of current and projected service demands, response time performance analysis, workload analysis, station location, and travel time modeling utilizing additional tools such as *Network Analyst*, *3D Analyst*, and *Spatial Analyst*. These tools, along with the considerable expertise of our consultants and staff, allow for the most advanced analysis available within the public safety field.



ESCI has established a model for analyzing the performance of fire companies both by means of conventional data analysis (temporal and workload analysis), as well as through the use of GIS (geographic analysis by fire management zone). Our analysis techniques primarily involve the use of geocoded CAD (computer-aided dispatch) data or NFIRS (National Fire Incident Reporting System) records, along with travel time modeling.

ESCI's use of these products is intended to facilitate the ability of our clients or their GIS divisions to continue with the processes of performance analysis and projection after ESCI completes its study, in most cases without the need for purchasing or learning new software platforms. When the study is completed, ESCI provides the data sets and all ArcMap[®] feature data that were used or developed during the study to the client for future use.

Effective Project Coordination and Management

During engagement, all work progress is measured against a work plan, timetable, budget, and deliverables. During the project, team members confer frequently to discuss progress as well as new or unanticipated issues. Our project management methodology ensures that services and activities are efficiently conducted and are focused, coordinated, and logical. All project team members are available for the duration of the project.

The selection and experience of the project manager is important to the success of this project. ESCI is offering in Sheldon Gilbert a project manager who will:

- Assist in the development and coordination of a project work plan.
- Have the ability to work closely with the agencies' representatives.
- Facilitate project team meetings to share project findings and ideas.
- Provide direction based on experience in similar situations and knowledge of the departments' capabilities and requirements.



Scope of Work

The following scope of work contains phases and tasks that will be completed to produce the final report and recommendations. This methodology has been developed specifically for this project based on our understanding of your expectations. ESCI will utilize approaches, tools, and techniques proven through experience to provide the kind and quality of information needed to make objective, informed decisions.

The evaluation and analysis of data and other information will be based on local standards, National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, Commission on Fire Accreditation International (CFAI)¹ self-assessment criteria, health and safety requirements, federal and state mandates relative to emergency services, and general accepted best practices within emergency services.

The proposed methods, procedures, and anticipated deliverable items of this project have been organized into phases. Both options, for either Two Cities or Five Cities, will use the same phases and tasks except where noted and described in detail below and on the following pages.

Analysis and Feasibility Study

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

ESCI will converse with the management teams of the various governments and organizations involved in the study or their project liaisons to gain a comprehensive understanding of the communities' backgrounds, goals, and expectations for the project. ESCI's project manager will develop and refine a proposed work plan that will guide the project team. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each objective to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

¹ The CFAI organization is now a subsection of the Center for Public Safety Excellence (CPSE) but maintains its prime function of accrediting fire agencies.



Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from each organization's assigned project manager. This data will be used extensively in the analysis and development of the report document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current emergency service studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning codes
- Financial data, including debt information, long-range financial plans and projections
- Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets for each community
- Facilities and apparatus inventories
- Local collective bargaining agreements, if applicable
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

Task 1-C: Stakeholder Input

The ESCI project team will conduct site visits in each community and fire department for the purpose of conducting interviews with, and gathering information from, key personnel including:

- Elected or appointed officials
- Fire department managers and other key staff
- City Managers and key staff
- Finance function managers
- Community planning staff
- Human resource function coordinators
- Medical Director for regional or community EMS, where applicable
- Employee and volunteer groups
- Others as they may contribute to this project

At a minimum, members of the project team will interview appropriate city and community officials, fire department officials, volunteer association leaders, labor organization representatives and others that the project team deems necessary.

From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues facing the agency. In addition, the project team will learn more about availability of data necessary to meet projected goals.



Phase II: Baseline Agency Evaluations

The initial phases of the study focus on a baseline assessment of the current organizational conditions of each agency and current service performance of the departments and the study area as a whole. ESCI will conduct an organizational review of these departments based on the elements included in the following tasks. The purpose of this evaluation is to assess the agencies' operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

Task 2-A: Organization and Operational Overview

An overview of each organization and community will be developed discussing:

- Service area population and demographics
- History, formation, and general description of the fire agencies
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy documents
- Organizational design
- Comparisons of operating budget, funding, fees, taxation, and financial resources
- Comparable survey to include per capita review of call volume, staffing, apparatus, operating budget, etc.

Task 2-B: Management Components

Each organization's basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives
- Internal assessment of critical issues, future challenges, strengths, weaknesses, opportunities and threats
- Internal and external communications processes
- Document control and security
- Reporting and recordkeeping
- Information technology systems

Task 2-C: Capital Assets and Capital Improvement Programs

ESCI will review status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of those assets and their viability for continued use in future service delivery, including:

Facilities – Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- | | |
|----------------|--------------------|
| • Design | • Staff facilities |
| • Construction | • Efficiency |
| • Safety | • Future viability |

Apparatus/Vehicles – Review and make observations regarding inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability



- Distribution and deployment
- Maintenance
- Future needs

Task 2-D: Staffing and Personnel Management

ESCI will review each department's staffing levels. Areas to be considered include:

- Administration and support staffing levels
- Operational staffing levels
- Staff allocation to various functions and divisions
- Staff scheduling methodology
- Current standards of coverage and staffing performance for incidents
- Firefighter/EMS staff distribution
- Utilization of career and volunteer companies, where applicable
- Responsibilities and activity levels of personnel

Personnel management systems of the departments will also be reviewed, focusing on:

- Human resources policies and handbooks
- Quality and status of job descriptions
- Personnel reports and recordkeeping
- Disciplinary process
- Counseling services
- Application and recruitment processes
- Testing, measuring, and promotion processes
- Member retention efforts and programs
- Health and wellness programs

Task 2-E: Service Delivery and Performance

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance of the departments, either individually or when operating in concert with one another in the study area (the collective jurisdiction of all organizations included in the study). Areas to be reviewed shall include, but not necessarily be limited to:

- Demand Study –
 - Analysis of current service demand by incident type and temporal variation for each individual organization.
 - Analysis and geographic display of current service demand density within the overall study area.
- Distribution Study –
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole, with all existing facilities included in the analysis.
- Concentration Study –
 - Analysis of geographic display of the response time necessary to achieve full effective response force arrival in the study area using existing distribution of all organizational resources.

- Analysis of company and staff distribution as related to effective response force assembly in the study area.
- Reliability Study –
 - Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete).
 - Review of actual or estimated failure rates of individual companies (to the extent data is complete).
 - Analysis of call concurrency and impact on effective response force assembly.
- Performance Summary –
 - Analysis of actual system response time performance, analyzed by individual companies (to the extent data is available). Performance analysis will be conducted for each jurisdiction individually and for the study area as a whole.
- Mutual and automatic aid systems

Task 2-F: Support Programs

ESCI will review and make overall observations involving support programs within each organization for the critical areas of training, life safety services, and communications. Items to be reviewed include:

Training

- General training competencies
- Training administration
- Training schedules
- Training facilities
- Training procedures, manuals, and protocols
- Training recordkeeping

Life Safety Services (Fire Prevention)

- Code enforcement activities
- New construction inspection and involvement
- General inspection program
- Fire and Life-Safety public education programs
- Fire investigation programs
- Pre-incident planning
- Statistical collection and analysis

Communications

- Alarm systems and communications infrastructure
- PSAP and Dispatch Center capabilities and methods
- Dispatch center staffing

Task 2-G: Emergency Medical Services Support and System Oversight

Evaluate the agencies' Emergency Medical Services support and oversight mechanisms to include, but not limited to, the following:

- Review of logistical support services
- Review of current medical control and oversight



- Review of quality assurance/quality improvement mechanisms in place
- Review of system integrity in regards to required credentialing

Task 2-H: HAZMAT Services Support and Response Capability

Evaluate the agencies' capabilities in regards to hazardous materials incident response to include, but not limited to, the following:

- Review of physical and personnel resources
- Review of training and educational compliance
- Review of historical staffing performance in regards to hazardous materials responses

Task 2-I: Technical Rescue Services Support and Response Capability

Evaluate the agencies' capabilities in regards to technical rescue incident response to include, but not limited to, the following:

- Review of physical and personnel resources
- Review of training and educational compliance
- Review of historical staffing performance in regards to technical rescue responses

Phase III: Future Opportunities for Cooperative Efforts

ESCI will use the completed baseline assessment of each agency to identify opportunities and feasibility for cooperative efforts. The project team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information provides department heads and elected officials with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task 3-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach and ending with complete consolidation of the agencies into a new emergency service provider. The following alternatives will be evaluated and discussed:

- Complete autonomy
- Advanced auto aid systems
- Functional consolidation
- Operational consolidation
- Legal unification or merger

Task 3-B: Options for Shared Services

The study takes into account the many shared issues that face each agency, and how such matters affect the effort to construct a regional model for efficient service. These issues are identified and analyzed. Within each presented option for shared services, ESCI will evaluate and discuss the following:

- Level of cooperation
- Estimated timeline for completion



- Affected section, i.e. Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy
- Summary of strategy
- Guidance
- Fiscal considerations (Fiscal Analysis scope detail below) affected by governance model
- Policy actions
- Considerations surrounding 201 rights

Task 3-C: Fiscal Analysis of Options

ESCI uses computer-driven model budgets for each agency to allow a comparative examination of the actual public costs for each fire agency, and as a tool for analyzing the financial effects of any type of consolidation. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified and comprehensive financial outcomes are provided for each consolidation strategy offered.

- Develop projected consolidated budget extending to a minimum of five years.
- Identify financial issues of consolidation or shared services.
- Identify areas of short and long-term savings and costs.
- Comparison of economic pros and cons.
- Cost allocation considerations based on:
 - Area
 - Assessed value
 - Deployment
 - Service demand
 - Fixed rate
 - Population
 - Multiple variables

Task 3-D: Findings, Recommendations, and Overview of Plan of Implementation

Any cooperative venture among the agencies presents the organizational leaders with a series of challenges. Successful implementation of this proposal will require that significant matters be addressed regardless of which form of consolidation is chosen. Those issues will be identified here.

- Findings
 - Feasibility of each option will be presented including considerations such as organizational structure, facilities, etc.
- Preferred Option
 - The preferred option or options will be presented and discussed at length
- Policy Action
 - Necessary policy action by the elected bodies will be described
- Timelines
 - The recommendations outlined in this section provide general completion timelines offered to guide the agencies in developing a more detailed listing during the formal planning process
- Process Issues
 - Strategic planning, legal considerations, management and governance, funding and other issues will be provided in detail



Phase IV: Development, Review, and Delivery of Project Report

Task 4-A: Development and Review of Draft Project Report

ESCI will develop and produce two (2) copies per organization of a draft version of the written report for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and catalogued as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

Two Cities Option – Task 4-B: Delivery and Presentation of Final Project Report

ESCI will complete any necessary revisions of the draft and produce five (5) copies per organization of the bound, final version of the written report, along with an electronic version in pdf file format.

A formal presentation of the project report will be made by ESCI project team member(s) to a *joint meeting* of the community leaders and/or organizations included in this study. The presentation will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

Five Cities Option – Task 4-B: Delivery and Presentation of Final Project Report

ESCI will complete any necessary revisions of the draft and produce five (5) copies per organization of the bound, final version of the written report, along with an electronic version in pdf file format.

Each city will receive a formal presentation of the project report at a meeting of the community leaders. The presentation will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)



While elements and background information fundamental to a Standards of Coverage (SOC) and Deployment document are indeed a portion of this feasibility study (See Task 2-E: Service Delivery and Performance), ESCI recommends an initiative of this nature is undertaken after the completion of the full feasibility scope. After a determination is made on the configuration and governance of the agencies, the elected officials, and key city and fire staff will have a full grasp of the breadth, scope and boundaries for an appropriate SOC and Deployment model. In order to provide the client(s) with an accurately priced proposal and a quality Analysis and Feasibility Study, pricing for a full SOC has not been included at this time.

Assumptions

This scope of work is developed on the premise that the necessary information to adequately assess the cities' current and potential future state is readily available and in a form, which facilitates external analysis. This contemporary information includes but is not limited to financial records, service demand data, GIS shape files, and other records and data necessary to conduct a thorough external analysis. ESCI assumes the cities and allied agencies will fully cooperate in this study and will provide the requested data without cost and in a timely manner. If any of these assumptions are found not to be the case causing significant delay or excessive effort on ESCI's part to gather or recreate data, ESCI will immediately notify the cities and discuss appropriate remedies. Such delays or excessive effort beyond ESCI's control may result in additional effort performed on a time and materials basis over and above the mutually agreed contracted amount.



Timeline

ESCI offers the following project timeline, which is subject to change based upon mutual agreement of the participating agencies and ESCI during the project work plan development. ESCI anticipates the Analysis and Feasibility Study will take approximately 180 days to complete, dependent on the chosen scope of work.

Phases	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Project Initiation							
Stakeholder Input							
Baseline Agency Evaluations							
Future Opportunities for Cooperative Efforts							
Development and Review of Draft							
Delivery and Presentation of Final Report							

Slippage of the timeline may occur if requested background information is not available to ESCI within two to four weeks of the request. Additionally, slippage may occur if the review of the Report Draft requires more than 14 days for examination and input, or significant revisions of the draft report are made. Availability of written status reports and oral reports to participating agencies creates an effective flow of communications and information sharing process. This process assures the report, findings, and recommendations are anticipated, not a surprise; and supports the issues, concerns, and progress, discussed and presented by ESCI during the life of the project.

Project Team

ESCI will assign the following staff and associate consultants to the Analysis and Feasibility Study. All team members will be available for the duration of the project.

Team Member	Responsibilities
<i>Jack Snook, Project Oversight</i>	Project oversight; time as required for support to Project Manager and the client's Project Manager.
<i>Sheldon Gilbert, Project Manager</i>	Project Manager/Client Liaison; responsible for the content and quality of the project and will ensure that the project is accomplished on schedule and within budget.
<i>Cameron Phillips</i>	Assists with the content and quality during all phases of the project.
<i>Lane Wintermute</i>	Assists with the content and quality during all phases of the project.
<i>Peter Bryan</i>	Assists with fieldwork, agency evaluations, and future opportunities for cooperative efforts.



Jack W. Snook, President – Project Oversight

Mr. Snook has been with the company since 1976. He brings with him over 44 years of private and public sector experience at multiple levels. His formal education includes a Master's degree in Public Administration, a Bachelor of Science degree in Fire Administration, and an Associates of Arts degree in Fire Science. His career ranges from being the chief executive officer of a city and corporation to being the chief and administrator of one of the nation's 80 largest fire departments. He has been looked upon as a national leader in the fire service for many years.

Mr. Snook has extensive experience in providing consulting services to clients throughout the world. Areas of expertise include management and organization reviews, cooperative service and consolidation, strategic planning, program evaluations, and risk assessment. In 1991, he signed an exclusive contract with the International Association of Fire Chiefs (IAFC) to present all of their cooperative effort workshops nationwide. He is the co-author of the book entitled *Making the Pieces Fit, Through Cooperative Effort*. The publication is the recommended reference book by the IAFC and the International City/County Managers Association (ICMA). He has served as the project manager for over 200 projects throughout North America. Mr. Snook specializes in large regional fire service providers and Metro fire departments.

Recent assignments and/or appointments would include facilitator of the National Fallen Firefighters Foundation national summit to reduce line of duty deaths in America; moderator of the nation's first symposium to bring healthcare officials and the fire service together to develop a model program to reduce healthcare facility deaths and injuries; facilitator of a national roundtable to discuss emerging codes; and facilitator of the International Association of Fire Chiefs strategic plan (two years). Mr. Snook has key-noted over seventy-five conferences and conventions and has spoken at over 200 events.

Educational Background

- Masters Degree in Public Administration
- BS Degree in Fire Administration
- A/A Degree in Fire Science
- Fire Services Administration Institute graduate
- California Fire Officers' Academy graduate

Professional Experience

- President, Emergency Services Consulting International – 1996 to present
- President, Management Development Institute – 1976-1995
- Nine years Fire Chief of Tualatin Valley Fire and Rescue (OR)
- Four years Fire Chief of Lake Oswego (OR)
- 13 years Jackson County (OR) Fire District No. 3 (Firefighter to Deputy Chief)

Relative Experience

- City Councilman and Mayor – Central Point (OR) 1972-1978
- Fire Science Coordinator – Rogue Community College
- Adjunct Faculty Member – U.S. National Fire Academy
- International Association of Fire Chiefs – member, committee chair
- Western Fire Chiefs' Association – member



- Oregon Fire Chiefs' Association – member
- Metro Fire Chiefs' Association – member
- St. Mary's Home For Boys – Board of Directors (1994-2000)
- Oregon Donor Program – Board of Directors (2000-2005)

Associated Professional Accomplishments

- President Ronald Reagan – Letter of Commendation (Volunteerism)
- Lifetime Achievement Award – Oregon Fire Chiefs Association 2005
- IAFC – 1994 World Convention – Keynote speaker
- Oregon/ICS Taskforce – Past Chairman
- Contributing Author in *Managing the Fire Service Today*, ICMA
- Guest speaker and lecturer in 39 states and several foreign countries
- NFPA – Professional Standards Committee
- International Association of Fire Chiefs, Prof. Dev. Committee – past chairman
- International Association of Fire Chiefs – editorial committee
- Oregon Fire Standards and Accreditation – author, consultant
- Oregon Intergovernmental Services Bureau – advisory board
- Life Safety 2000 Committee Chairman – State of Oregon
- IAFC International Conference – Program Chairman (1986, 1987, 1988, 1989)
- Golden Trumpet Award – (one of seven recipients in OR's history) 1994
- Silver Trumpet Award – (one of three in OR's history, civilian contribution) 2001
- Listed in *Who's Who in the West*
- Author of several books and training video tape series

Summary of Projects

Cooperative Effort Feasibility Studies

Foster City and San Mateo, CA
Honolulu (City and County), HI
Kootenai County and Post Falls, ID
Riverside and Lyons Fire Depts., IL
Cities of Scituate, Hingham, Hull Norwell and
Cohasset, MA

Jackson County Fire Dist. No. 3,
Jackson County F.D. No. 4, Lake Creek,
and the City of Central Point, OR
Lincoln County, OR
Clark County Fire Dist. No 5,
City of Vancouver Fire Dept., WA

Agency Evaluations

Littleton Fire Department, CO
Foster City, CA
San Mateo, CA
South Metro Fire Department, CO
Riverside Fire Department, IL
Lyons Fire Department, IL
Greenwood Fire Department, IN
Fallon Fire Department, NV
Evans Valley Fire Department, OR
Hermiston, OR
Cowlitz County Fire District #2, WA
Enumclaw, WA

Highlands Ranch Metropolitan District, CO
Hull, MA
Norwell, MA
Cohasset, MA
Reedy Creek Fire Department (Disney World), FL
St. Helens Fire Protection District, OR
Scappoose Fire Departments, OR
Benton County Fire Department No. 4, WA
King County Fire Department No. 16, WA
Thurston County Fire Department No. 3, WA
Scituate, MA
Hingham, MA



Deployment Plans

Orange County Fire Authority, CA

Kansas City Fire Department, MO

Strategic Plans

Orange County Fire Authority, CA

International Association of Fire Chiefs

New England Association of Fire Chiefs, MA

Kansas City Fire Department, MO

Tualatin Valley Fire & Rescue, OR

Oregon Fire Chief's Association

Oregon Fire District Directors Association

Washington Firefighters Association

Oregon Volunteer Firefighters Association

Enumclaw, WA

Reedy Creek Fire Department (Disney World), FL

Clark County Fire District 6, WA

Newberg Fire Department, OR

St. Helens Fire Protection District, OR

Scappoose Fire Departments, OR

King County Fire Department No. 16, WA

Thurston County Fire Department No. 3, WA

Cowlitz County Fire District #2, WA

Dispatch Services

Department of Defense, HI

Executive Search

Reedy Creek Fire Department (Disney World), FL

Clackamas County Fire District No. 1, OR

Eugene Fire Department, OR

Houston Fire Department, TX

Boring Fire District, OR

St. Helens Fire Department, OR

Frankford Fire Department, IL

Miscellaneous Reports/Facilitations

Reserve Program Review

International summits on healthcare reform and the fire service

Emerging codes in the fire service for the IAFC

Development Fire Safety 2000 Plan for the State of Oregon



Sheldon Gilbert, Associate Consultant – Project Manager

Sheldon Gilbert began his fire service career in 1985 as a Firefighter with the Fairview Fire Protection District. In 1986, he was hired with the Eden Consolidated Fire Protection District. On July 1, 1993, he joined the newly formed Alameda County Fire Department (ACFD) where he ultimately promoted to the rank of Fire Chief. Prior to being a Firefighter, Chief Gilbert was an Alameda County Paramedic. He was instrumental in the creation and growth of the ACFD and established the Alameda County Fire Department First Responder Paramedic Program.

Since 2012, Sheldon Gilbert has served as Paramedics Plus Interim Alameda County Chief Operating Officer and National Director of Business Development and Government Affairs.

Sheldon Gilbert has a Fire Science Certificate from Modesto Junior College, received his Paramedic training from Stanford University Hospital/Foothill College, and obtained a Bachelor of Science Degree in Business Management from the University of Phoenix. He is a certified Executive Fire Officer from the National Fire Academy and is a graduate of the Senior Executives in State and Local Government Program at Harvard University's John F. Kennedy School of Government.

Sheldon Gilbert served as a Governor-Appointee and Chair of the California EMS Commission as well as co-chair to the Blue Ribbon Task Force following the Southern California Fire sieges. Chief Gilbert served as a County Fire Department Representative on the FIRESCOPE Board of Directors and served for six years as President and immediate Past-President of the California Fire Chiefs Association. Chief Gilbert is the recipient of the California Fire Chiefs Association 2011 Fire Chief of the Year Award. In addition, Sheldon received a California Emergency Medical Services Authority Distinguished Service Medal in 2012.

Educational Background

- Harvard Senior Executives in State and Local Government Program
- Executive Fire Officer National Fire Academy
- Bachelor of Science Degree in Business Management
- Certificate in Fire Science
- California State Fire Marshal Certified Fire Officer Training
- Fire Hydraulics and Apparatus Operation
- Mobile Intensive Care Paramedic

Professional Experience

- Fire Services and Emergency Medical Services Consultant Current
- Interim Chief Operating Officer & Director of Business Development and Government Affairs, Paramedics Plus, California 2012 to present
- Fire Chief Alameda County Fire Department 2006 to 2012
- Deputy Fire Chief, Support Services Alameda County Fire Department 1998 to 2006
- Assistant Fire Chief Alameda County Fire Department 1995-1998
- Firefighter, Engineer, EMS Director Eden Consolidated/ACFD 1985-1995
- Mobile Intensive Care Paramedic/ EMT Allied/Regional Ambulance 1983-1986



Relative Experience

- International Association of Fire Chiefs
- California Fire Chiefs Association (CFCA)
- California Metropolitan Fire Chiefs Association
- CFCA Liaison to the California League of Cities
- Fire Districts Association of California
- Alameda County Incident Management Team, Incident Commander
- American Ambulance Association
- California Emergency Medical Service Authority EMS System Vision Committee
- California Ambulance Association
- Rotary Club International, Castro Valley

Associated Professional Accomplishments

- 2012 State of California Emergency Medical Services Distinguished Service Medal
- 2011 California Professional Firefighter (CPF) Partnership for Success Award recipient
- 2011 California Fire Chief of The Year, California Fire Chiefs Association
- California Fire and Rescue Mutual Aid System Region II Coordinator
- California Fire Chiefs Association President 2006-2011
- Governor Appointed Chair for Blue Ribbon Task Force (California Fire Sieges)
- Governor Appointee, Fire Service Representative and Chair of the California EMS Commission
- County Fire Department North FIRESCOPE Board of Director
- California Fire Chiefs Legislative Director
- Lead on California Fire Chiefs response to the California Performance Review (CPR)
- Lead on California Fire Chiefs response to Governor's Pension Reform Initiative
- Initiated and coordinated OSHA Public Safety Fine Refund Legislation, signed into law in 2004
- Past President, Alameda County Fire Chiefs EMS Section
- Alameda County Public Safety Manager of the Year
- ACFD Distinguished Service Award (Paramedic and EMS Programs)

Summary of Projects

Agency Evaluation

Edmond, OK

Master Plan

Georgetown, TX

Telluride, CO – in progress

Strategic Plan

Patterson, CA – in progress



Cameron R. Phillips, Senior Consultant

Mr. Phillips has over 30 years of emergency services experience, having served in nearly every capacity with the Garden Grove Fire Department, California. His experience included top management positions and he served as fire chief from 1999 until his retirement in 2003. He holds a Master's Degree in Public Policy and Administration, from California State University, Long Beach, California.

Mr. Phillips has extensive municipal experience that includes service on a wide variety of city committees, community groups, and cross discipline employee groups dealing with city management, policy development, strategic planning, and daily operations. Mr. Phillips has project management experience in the development and construction of the Orange County Metro Net Fire Dispatch Center, and served as chairman of fire chief committees on management and policy development for the dispatch center.

Mr. Phillips is past president of the Orange County Fire Chiefs Association, an associate instructor and lecturer for the Public Policy and Administration Graduate Program at California State University, Long Beach, and a past president of the Metro Chiefs Association. He currently serves as a board member and chairperson for the Garden Grove Hospital, Garden Grove, California.

Educational Background

- Master's Degree, Public Policy and Administration, California State University, Long Beach Long Beach, CA
- Bachelor's Degree, Vocational Education, California State University, Long Beach Long Beach, CA
- Associate Arts Degree, Orange Coast College, Costa Mesa, CA

Professional Experience

- Fire Chief, City of Garden Grove Fire Department, Garden Grove, CA 1999-2003 (service retirement)
- Fire Division Chief - Operations Division, City of Garden Grove Fire Department, Garden Grove, CA 1996-1999
- Fire Battalion Chief, City of Garden Grove Fire Department, Garden Grove, CA 1994-1996
- Fire Captain, City of Garden Grove Fire Department, Garden Grove, CA 1980-1994

Relevant Affiliations

- Member, International Association of Fire Chiefs
- Member, California Fire Chiefs Association

Summary of Projects

Agency Evaluation and Consolidation

Rifle, Burning Mountains, Glenwood Springs, CO

Agency Evaluations

Monterey Park, CA
Burbank Fire Department, CA
Tulare Fire Department, CA

Goodyear Fire Department, AZ
Sonoma County Fire, CA



Master Plan

Imperial County, CA

Strategic Plan

City of El Cajon, CA

Fire Prevention Study

City of San Jose, CA



Lane R. Wintermute, Senior Associate

Lane Wintermute has served as a Fire Chief for 25 years in both cities and fire districts in three states. His service began at Oregon's Hoodland Fire District where he served for five years, rising through the ranks from Firefighter and Paramedic to Fire Chief. He was Fire Chief in the City of Astoria, OR Fire Department from 1987 to 2001, at which time he moved on to become Fire Chief for Longview, WA. He wrapped up his career as a Fire Chief in the Coeur D'Alene, Idaho area.

Chief Wintermute brings strong administrative and management skills to ESCI, cultivated by strong education and experience, with strength in organizational development, human resources management, and emergency medical services. Chief Wintermute is a graduate of Oregon's Fire Service Administrator's Institute and holds an associate's degree.

Educational Background

- Fire Service Administrator's Institute, Eastern Oregon University, LaGrande, OR
- Paramedic Training Institute, Portland, OR
- Portland Community College, Associate of General Education/Emergency Medical Services, Portland, OR
- Extensive training in fire service administration, personnel management, incident command and fire department operations and planning
- National Registered EMT – Paramedic, 1981 – 1988

Professional Experience

- Senior Consultant, Emergency Services Consulting International
- General Manager and Paramedic, Alpine Ambulance Service, Oregon
- Fire Chief and Paramedic, Hoodland Fire Protection District, Oregon
- Fire Chief, City of Astoria, Oregon
- Fire Chief, City of Longview, Washington
- Fire Chief, Northern Lakes Fire District, Idaho
- 28 years of diverse experience in fire and emergency medical services
- Fire Department Training Officer
- Certified Paramedic 1981 - 1988

Relevant Experience

- First Vice President and two-term Executive Board member, Oregon Fire Chiefs Association
- Chair, Teams Advisory Group, Oregon State Fire Marshal's Hazardous Materials Teams Program.
- Chair, Maritime Fire Safety Association, Fire Protection Agencies Advisory Council. Two terms. 1990 - 2000
- Chair, Clackamas County Fire Defense Board 1985 -1987
- Chair, Clatsop County Fire Defense Board 1989-1995
- Designated Emergency Manager in two cities

Associated Professional Accomplishments

- Lead management representative in numerous labor negotiations
- Contract presenter for the Residential Fire Safety Institute – Residential Sprinkler Program
- Published author, two trade journal articles regarding the 1987 Mt. Hood Climbing Disaster



- Development of emergency management and response plans in two cities
- Successful processing and conviction of a two year serial arson case

Summary of Projects

Cooperative Services Feasibility

Boulder County, CO	Douglas County Fire District No. 2, OR
Caldwell Fire and Rescue, ID	Middleton Rural Fire District, ID
Chelan County Fire District No.1, WA	SeaTac, WA
Clark County Fire District 11&12, WA	Tukwila, WA
Clark County Fire District 5 and	City of Bellevue, Hailey and Wood River
Vancouver Fire Dept., WA	Fire and Rescue, ID
Loretto and Hamel Fire Departments, MN	Poulsbo Fire/North Kitsap Fire & Rescue, WA
City of Monterey Park /LA County FD, CA	Hermiston/Stamfield Fire Districts, OR
Lincoln County, OR	Clark County Regional Fire Authority Study, WA

Evaluation

Arvada, CO	Douglas County Fire District No.2, WA
Caldwell Fire and Rescue, ID	Middleton Rural Fire District, ID
Chelan County Fire District No.1, WA	North Whatcom Fire and Rescue, WA
City of Joshua, TX	SeaTac, WA
Clark County Fire District 6, WA	Tukwila, WA
Clatskanie Rural Fire Protection District, OR	Washington Terrace, UT
McKinney, TX	Spokane County Fire District 13, WA
Northern Lakes Fire District, ID	

Master Plan

Arvada, CO	Clatskanie Rural Fire Protection District, OR
City of Joshua, TX	Douglas County Fire District No. 2, OR
Clark County Fire District 6, WA	Boise, ID
Lewiston, ID	St. Albert, AB
South Adams County, CO	Imperial County Fire Department, CA
South Lane County, OR	

Executive Search

Spokane County Fire District #13, WA
Boone County, MO
Spokane County Fire District #10, WA
City of Houston, TX
Mid-Columbia Fire and Rescue, OR

Strategic Plan

Alameda County Fire Department, CA



Peter M. Bryan, Associate Consultant

Peter Bryan has 37 years of experience in public safety. He began his fire career in a variety of positions including firefighter, engineer, inspector, captain, battalion chief, and division chief throughout California. Chief Bryan began his first fire chief position at the City of Norco Fire Department, California, where he served for three years before taking the Fire Chief position at the City of Monrovia Fire Department. He retired as the Fire Chief of Rancho Cucamonga Fire District, California in 2009, but came back to serve as an Interim Fire Chief at both Wheatland Fire Authority and the City of Norco Fire Department.

Chief Bryan brings strong leadership, management, supervision, and fiscal budgeting skills to ESCI. He is a graduate of Pacific Western University obtaining a Master's Degree in Fire Protection Administration along with a Bachelor's Degree in Fire Protection Administration and Technology from California State University.

Educational Background

- Pacific Western University – Master of Science Fire Protection Administration
- California State University – Bachelors of Science Fire Protection Administration and Technology
- California State Fire Marshal Training and Education System – Fire Chief Certification
- California State Fire Marshal Training and Education System – Chief Officer Certification
- Board of Governors of the California Community Colleges – Instructor Credential
- California State University – Designated Subjects Teaching Credential
- State of California – Vocational Education Teaching Credential

Professional Experience

- Interim Fire Chief – City of Norco Fire Department, California
- Interim Fire Chief – Wheatland Fire Authority, California
- Fire Chief – City of Rancho Cucamonga Fire District, California
- Fire Chief – City of Monrovia Fire Department, California
- Fire Chief – City of Norco Fire Department, California
- Fire Division and Battalion Chief, Captain, Investigator, Inspector, Engineer, Firefighter – Cities of Victorville, Ontario, California
- Principal and CEO – Bryan and Associates Consulting, Rancho Cucamonga/Monrovia, California

Relative Experience

- 37 years in Public Safety with 27 years of Public Administration in Fire Chief and Chief Officer positions
- Developed four comprehensive fire and emergency services strategic plans and responsible for adoption by the governing City Council
- Developed and implemented new and updated fee programs; and employee policies/rules and regulations for four agencies
- Trainer and facilitator for leadership and management programs; presenter at IAFC FRI; NFPA; CA Fire Chiefs Conference, Prevention Officers, Administrative Fire Services Section, and Training Officers; CA State Firefighters Association
- Emergency Response and Preparedness Planning including LHMP, EOP, and EOC Operating Manuals; EOC Operations and Planning Section Chief qualified



- Workers compensation case management including litigation, claims reduction programs, and wellness improvement programs for agencies with up to 124 employees
- Coordinated fire service agency transition for city service to county/state provided service
- Skilled in labor management, negotiations, and contracts; Exemplary policy and procedural experience
- Extensive direct interaction with state and local government, Councils, Boards and Agencies with leadership roles
- Diverse experience teaching including University undergraduate, public sector, professional development in continuing education, Cogswell Polytechnical College, California State University and Community Colleges
- Disaster management and claims reimbursement for major wildland fires, significant floods and windstorms, and earthquakes for communities up to 50 square miles and 180,000 population

Leadership and Project Administration

- Selected to lead five professional, governmental fire agencies 1996 to 2012 with up to 124 personnel
- Developed and implemented mentoring and succession planning programs
- Excellent skills in personnel administration and supervision
- Excels in time management, program delegation, and project multi-tasking
- Excellent written and oral communications skills and experience
- Excellent experience and displayed skills in budgeting and fiscal expenditure controls
- Lead staff in the development of fiscal analysis program development and administration of new fiscal controls
- Administration and supervision of budgets with total value up to \$ 75 million
- Ability to administer formal/informal request for proposals, specifications, bidding and execution of contracts
- Experienced in fire facilities construction and contract administration

Professional Accomplishments

- Governor's Appointment: California 911 Advisory Board – 2005-2013
- Committee Member: International Association of Fire Chiefs
- Board Member: California Fire Chiefs Association – 1996-2010
- Professional Member: Society of Fire Protection Engineers
- Elected President: San Bernardino County Fire Chiefs Association
- Author: *Fire Engineering*
 - Reducing Unwanted Alarm System Initiated Incident Responses – Jan 2013
 - Effective Simple Performance Evaluations for Fire Service Personnel – November 2012
 - Transition, Merger, Consolidation: Managing Fire Service Changes – September 2012
 - You Really CAN Reduce Fixed Public Safety Costs – August 2012
 - Implementing Policies and Rules Can Help Rebuild Public Trust in Government – May 2012
 - Self-Supporting Inspection Bureau – January 2012
 - How to Improve Your Workers Compensation Program – August 2011
 - Automating Emergency Operations Center – May 2011
 - A Model for Reducing Injuries and Their Costs – February 2010
 - Evaluating Fire Service Delivery – April 2008



References

Rifle Fire Protection District, Colorado

Project: Agency Evaluation and Cooperative Efforts Study	Contact: Mike Morgan, Fire Chief 1850 Railroad Ave. Rifle, CO 801650
Participating Agencies: Burning Mountains Fire Protection District Glenwood Springs Rural Fire Protection District City of Glenwood Springs Fire Department	Phone: 970-625-1243

Project Description: Emergency Services Consulting International (ESCI) was engaged by the Burning Mountains Fire Protection District (BMFPD), Rifle Fire Protection District (RFPD), Glenwood Springs Rural Fire Protection District (GSRFPD), and the City of Glenwood Springs Fire Department (GSFD) to conduct an Agency Evaluation and Cooperative Efforts Study. The purpose of the evaluation was to analyze and determine the feasibility of more efficient cooperation between the agencies including strategies of consolidation. The study took into account the strengths, weaknesses, opportunities, challenges, and critical issues facing the fire and EMS departments and how such matters affect the effort to construct a model for efficient service.

Lincoln County, Oregon

Project: Collaborative Efforts Feasibility Study	Contact: Joshua Williams, Fire Chief Depoe Bay Fire District P.O. Box 280 Gleneden Beach, OR 97388
	Phone: 541-764-2202

Project: A cooperative services feasibility study for Central Oregon Coast Fire & Rescue, Depoe Bay Rural Fire District, Newport Fire Department, North Lincoln Fire & Rescue, Siletz Rural Fire District, and Yachats Rural Fire District. These six agencies are situated in Lincoln County, Oregon. ESCI analyzed the potential for integration at the administrative, functional, and operational levels via 190 contractual agreements, and legal consolidation or merger. Further, affinity groups were also studied where subset partnerships were feasible. Six separate partnership combinations were explored.

Of all the feasible options discussed in the study, ESCI's analysis indicated that two partnership strategies had the highest likelihood of success: Newport (and its contracted partner Newport Rural Fire District), Depoe Bay Rural Fire District, and North Lincoln Fire & Rescue as one affinity group, and Depoe Bay Fire District and North Lincoln Fire & Rescue as the other. To date, Depoe Bay, Newport Fire Department and Newport Rural Fire District have further contracted with ESCI to develop a strategy for collaboration between the three agencies. Members of several of the Boards of Directors have met to discuss intermediate implementation steps to maintain momentum established by the study.

A specific process was recommended to all six agencies to move forward with further consideration and implementation of the report recommendations as a collective. The process included five goals and their supporting objectives. Work groups were identified and recommended timelines established.



Monterey Park, California	
Project Name: Fire Service Analysis Location: Monterey Park, California	Contact: James Birrell, Fire Chief 350 W Newmark Avenue Monterey Park, CA 91754 Phone: 626-307-1262 Email: jbirrell@montereypark.ca.gov
Project Description: The City of Monterey Park engaged ESCI to conduct an assessment of existing City and proposed Los Angeles County Fire District service delivery levels and the financial benefits, costs and/or losses associated with a final proposal to transfer or consolidate public safety services. The assessment included a determination as to service continuity, enhancement, or elimination of emergency response and ancillary services, on-duty staffing levels, facilities, and equipment. ESCI applied a comparative analysis technique examining current MPFD services and proposed LACFD service levels as stated in the feasibility document. The scope of work was limited to providing a comparison of services proposed by LACFD and the current services in operation to In Monterey Park.	

Imperial County, California	
Project Name: Master Plan Location: Imperial, California	Contact: Tony Rouhotas, Fire Chief 400 South Imperial Avenue Imperial CA 92251 Phone: 760-355-1191 Email: tonyrouhotas@co.imperial.ca.us
Project Description: ESCI was engaged to conduct a review and analysis of the fire protection, emergency medical, and other services provided by the Imperial County Fire Department (ICFD). In addition to the analysis of the agency's services, ESCI offered comprehensive recommendations for improvement and developed a master plan for the continuation and improvement of those services. The criteria used to evaluate ICFD have been developed over many years and include relevant guidelines from the National Fire Protection Association (NFPA) standards, federal and state mandates for fire and EMS systems, recommendations by various other organizations, fire service accreditation criteria from the Center for Public Safety Excellence (CPSE), and generally accepted best practices within the fire, EMS, and emergency services industry.	



Compensation Proposal

Emergency Services Consulting International is pleased to present the following formal cost proposal for the project outlined in the Scope of Work.

Two Cities Option

Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation	\$11,175.00	\$3,188.00	\$14,363.00
Phase II: Baseline Agency Evaluations	18,925.00	--	18,925.00
Phase III: Future Opportunities for Cooperative Efforts	11,200.00	--	11,200.00
Phase IV: Development, Review, and Delivery of Report	3,275.00	756.00	4,031.00
Total Cost for Project (Phases I – IV), Not to Exceed			\$48,519.00

Five Cities Option

Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation	\$19,150.00	\$4,193.00	\$23,343.00
Phase II: Baseline Agency Evaluations	31,413.00	--	31,413.00
Phase III: Future Opportunities for Cooperative Efforts	13,500.00	--	13,500.00
Phase IV: Development, Review, and Delivery of Report	8,838.00	2,130.00	10,968.00
Total Cost for Project (Phases I – IV), Not to Exceed			\$79,224.00

Estimated Hourly Rates

Team Member	Rate**
Project Oversight	\$137.50
Project Manager	\$162.50
Project Team Members	\$125.00-\$137.50
GIS Analyst	\$125.00

***Rates are provided for illustrative purposes only. ESCI project team members are routinely compensated on a task-completion basis.*

Proposed Payment Schedule

- 10% payment due upon contract signing.
- Monthly invoicing thereafter as work progresses.

Information relative to cost quotation

- Bid quotation is valid for 90 days.
- ESCI Federal Employer Identification Number - 23-2826074.
- ESCI will receive full cooperation from person(s) representing the Cities of Alhambra, Monterey Park, San Gabriel, San Marino, and South Pasadena Fire Departments.
- While engaged in the project, ESCI will report to a single point of contact.



-
- When requested, and in a timely manner, the client representative will provide to the ESCI project manager, data, information, and materials required for the completion of the objectives outlined in the detailed work plans submitted in this proposal.
 - ESCI shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.
 - To achieve the scope of services requested by the client, ESCI offers the use of web-based technology to review documents, maps, and project drafts. Microsoft SharePoint® is utilized extensively to create a collaborative virtual workplace in which the client and project team can exchange information. Another benefit of this technology is reduced travel expenses.



Appendix

Disclosures and Practices

Conflict of Interest Statement

ESCI has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation.

ESCI is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contracting to follow thereafter.

Neither ESCI nor anyone associated with ESCI has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project.

In the event that a conflict of interest is identified in the provision of services, ESCI will immediately notify the client in writing.

Insurance

ESCI is insured in excess of \$2,000,000. Insurance certificates will be provided upon award of contract.

Litigation

ESCI has no past and/or pending litigation or unresolved lawsuits.

Employment Practices

ESCI is an equal opportunity employer. The company is guided by recognized industry standards, policies, and procedures. ESCI offers a wide range of employee benefits and ongoing training opportunities that has enabled ESCI to attract and retain quality consultants who are recognized as experts in emergency service organization, management, and service delivery. ESCI will not refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry, or handicap.



Select Clientele, 2008 – 2012 (most recent five years)

Client	Project
Alachua County, FL	Master Plan
Alameda County, CA	Strategic Plan
Albemarle County, VA	Officer Development Program
Albion, NY	Fire Services and EMS Review
Albuquerque, NM	Communication Center Opportunities for Excellence, Master Plan
Anacortes, WA	Fire/EMS Deployment Analysis and Cooperative Services Feasibility (Three departments)
Anne Arundel County, MD	Fire Protection Strategic Plan
APCO Canada, Ottawa, ON	Effective Practices for Public Safety Communications Centres
Arvada Fire District, CO	Fire Department Master Plan, Feasibility Study, SOC
Astoria, OR	Internal Review
Avon Lake, IL	Emergency Services Master Plan
Avon Lake, OH	Cooperative Agreement/Consolidation
Bainbridge Township, OH	Facilities/Deployment Study Deployment/Staffing Update
Bangor, ME	Fire Services Performance Management Review
Barnstable FD, MA	Facility Location Study
Bay Village, OH	Fire/EMS Evaluation
Belgrade, MT	Fire Services Study
Bellevue, ID	Fire Protection Evaluation/ Cooperative Study with Wood River Fire District/City of Hailey
Belton, TX	Station Location
Bemidji, MN	Feasibility Study
Berger ABAM Engineering, OR	Fire Service Delivery Analysis
Blue Springs, MO	EMS Evaluation
Boise, ID	EMS Master Plan, Standards of Cover
Boone County, MO	Executive Search
Bozeman, MT	Fire Protection Master Plan
Brook Park, OH	Emergency Services Facility Study
Brookhaven, NY	Fire District Dissolution Study, Financial Analysis
Brookline, MA	Technology Integration Consulting
Burbank, CA	Fire Department Comprehensive Review
Caldwell, ID	Feasibility Study



Client	Project
Canon City, CO	Strategic Plan
Carlisle, PA	Deployment Analysis
Cascade Locks, OR	Revenue Cost Analysis
Central Jackson County/Lotawana, MO	Evaluation and Cooperative Feasibility Study
Central Kitsap Fire/Rescue, WA	Cooperative Effort Feasibility Study (Three departments), Executive Search, Operations Plan, Management Audit
Central Lane Communications, Eugene, OR	Operational Assessment
Central Valley Ambulance Authority, WA	Executive Recruitment
Central Valley Fire District, MT	Station Location Analysis
Chaffee County, CO	Cooperative Efforts Feasibility Study
Charleston, SC	Executive Recruitment
Chino Valley Independent Fire District, CA	Standards of Cover
Chula Vista, CA	Fire Department Master Plan, Master Plan Addendum, and Advanced Life Support System Evaluation, Deployment Analysis, Feasibility Study, Review of EMS planning
Clackamas Fire District #1, OR	Strategic Plan
Clark County Fire Dist. 5/City of Vancouver, WA	Annexation Feasibility Study
Clayton, MO	Fire Services Evaluation, Consolidation Study
Cloquet Area Fire District, MN	Strategic Plan
Cohocton, NY	EMS Consolidation Feasibility Study
Columbia 911 Communication District, OR	Executive Search
Corcoran, MN	RFP Support Services
Corvallis Police Department	Regional Communications Consolidation
Costa Mesa, CA	Fire Station and Deployment Study, Response Time Modeling
Cowlitz County Fire District #2, WA	Strategic Plan and Management Audit, Feasibility Study
Curry County Health District, OR	Community Attitude Survey
Danville, VA	EMS Agency Evaluation, Station Location Analysis
Dauphin County, PA	Comprehensive Emergency Services Study
Davidson, NC	Station Location
Delta Township, MI	Fire and EMS Services Master Plan
Deptford Fire District, NJ	Fire Services Evaluation and Master Plan
East Pierce Fire and Rescue, WA	Capital Facilities Consulting, Executive Search
Estacada Fire District, OR	Volunteer Recruitment/Retention Strategic Plan

Client	Project
Eugene/Springfield, OR	Cooperative Effort Feasibility Study, Evaluation of Police Dispatch
Evans, CO	Fire and Emergency Services Study
Fairview Park, OH	Fire/EMS Evaluation
Ferndale – Michigan Muni, MI	Cooperative Efforts Feasibility
Florence County, SC	Agency Evaluation and EMS Master Plan
Fontana, CA	Fire Service Financing Study
Fort Lupton Fire Protection District, CO	Fire Protection Evaluation and Master Plan
Franklin Township Fire District No. 1, NJ	Fire/EMS Evaluation & Master Plan
Fulton County Emergency Communications Center, GA	Evaluation; Work Plan Guide; Strategic Plan; Impact Report, Interim Management Work Plan
Gladstone, OR	Focused Management Evaluation
Goodyear, AZ	Fire/Police Master Plan
Grand Junction, CO	Station Location Study
Great Sisters Area, OR	Regional Emergency Operations Plan
Greater St. Louis County, MO	Cooperative Effort Feasibility Study (Five Fire Departments)
Gresham, OR	Community Attitude Survey
Groton, CT	Survey of Fire Staffing Services
Guilford County, NC	Comprehensive Emergency Services Study
Hailey, ID	Fire Protection Evaluation/ Cooperative Services Study with Wood River Fire District/City of Bellevue
Hamel-Lorretto, MN	Cooperative Efforts Feasibility
Hermiston Fire & EMS, OR	Executive Recruitment - Fire Chief; Cooperative Services Feasibility Study
Hernando County, FL	Regional Emergency Services Master Plan and Cooperative Services Feasibility Study
Hialeah, FL	Master Plan, Standards of Cover
Highlands Ranch Metropolitan District, CO	Emergency Services Options Analysis
Hillsboro, OR	Executive Recruitment - Fire Chief
Hillsborough County, FL	Performance Audit
Honolulu Fire Department, HI	Merger Feasibility Study – EMS and Fire
Houston, TX	Executive Recruitment
Imperial County, CA	Master Plan
Jackson County Fire District #3, OR	Executive Recruitment, Agency Evaluation
Joshua, TX	Fire Department Master Plan
Kannapolis, NC	Standards of Cover Analysis



Client	Project
Kansas City, MO	Integration Analysis: EMS Computer Aided Dispatch and Record Management System, Strategic Integration
King County FD 20, WA	Executive Recruitment
Kirkland, WA	Agency Evaluation and Strategic Plan
Kootenai County, ID	EMS Master Plan
La Pine Rural Fire District, OR	Executive Search
Lafayette, OR	Cooperative Services Feasibility
Lakewood, OH	Fire/EMS Evaluation
Lane County Fire Department #1, OR	Executive Recruitment - Fire Chief, Comprehensive Background Investigation
Larkspur Fire Protection District, CO	Fire and Emergency Services Master Plan, Fiscal Analysis
Lewis and Clark County and City of Helena, MT	Fire Department Evaluation and Master Plan
Lewiston, ID	EMS Master Plan
Liberty County, GA	Fire and Emergency Services Master Plan
Lincoln County, OR	Cooperative Services Feasibility Study
Madison Fire District, OH	Evaluation and Master Plan
Malta, NY	Fire Department Evaluation and Master Plan
Maplewood, MO	Fire Services Evaluation, Administrative and Support Functions, Consolidation Study, Standards of Cover
McKinney, TX	Fire Department Operational Review
McNulty People's Utility District, OR	Community Attitude Survey
Medford, OR	Master Plan
Meridian, ID	Fire Department Strategic Plan
Mid-Columbia Fire and Rescue	Executive Recruitment
Minneapolis, MN	Agency Evaluation and Master Plan
Minnetrissa, MN	Shared Services Feasibility Study, Police Feasibility Study
Monterey Park, CA	Fire Service Analysis
Mound, MN	Shared Law Enforcement Services Feasibility Study
Mountain Vista, AZ	GIS Travel Time Mapping
Multnomah County, OR	Emergency Management Program Evaluation
New Hanover County, NC	Regional Emergency Services Master Plan & Cooperative Services Feasibility Study
North Hennepin County, MN	Shared Services Study
North Kitsap Fire and Rescue, WA	Cooperative Efforts Feasibility Study
North Olmsted, OH	Fire/EMS Evaluation
North Ridgeville, OH	Fire/EMS Evaluation



Client	Project
North Suburban 9-1-1 Center Des Plaines, IL	Quality Dispatch Solutions Communications Study
Northern Lakes Fire Protection District, ID	Validation of Perceived Needs, Service Contract Development
Northshore, WA	Agency Evaluation, Cooperative Efforts
Novato Fire Protection District, CA	Standards of Cover
Olivette, MO	Fire Services Evaluation, Consolidation Study
Orange, CA	Fire Station Location Study
Orange County Fire Authority, CA	Strategic Plan, Standards of Cover
Orland Fire Protection District, IL	Fire/EMS Evaluation and Master Plan
Overland Park, KS	Evaluation
Owensboro, KY	Operational Audit, Evaluation
Pacifica, CA	Fire Protection Services Evaluation
Palatine Rural FPD, IL	Strategic Plan Facilitation
Parkersburg, WV	Master Plan
Phoenix, AZ	Feasibility Study
Port Ludlow, WA	Strategic Plan, Master Plan, Member Survey
Port of Portland, OR	Communications Center Staffing Study
Poulsbo, WA	Cooperative Efforts Feasibility Study
RED Center, Northbrook, IL	Master Plan
Regional Emergency Dispatch Center, Northbrook, IL	Operational Review/Comprehensive Plan
Reno Fire, NV	Evaluation/Strategic Plan, Standards of Cover
Rifle, Burning Mtns, Glenwood Springs, CO	Cooperative Services, Management Consulting
Richmond Heights, MO	Fire Services Evaluation, Consolidation Study
Rio Blanco County, CO	Master Plan and EMS Director Recruitment
Rocky River, OH	Fire/EMS Evaluation
Roseburg, OR	Station Location
Salem, OR	Strategic Plan, Annual Standards of Cover
San Diego County, North Zone, CA	Fire Department Evaluation and Regionalization Study (10 Departments)
San Jose, CA	Assessment
Sandy, OR	Strategic Plan and Administrative Support Plus
Scio Rural Fire Protection District, OR	Administrative Support Consultation
Shaker Heights, OH	Cooperative Efforts Feasibility Study
Sherrill's Ford – Terrell Fire and Rescue	Executive Recruitment



Client	Project
Siskiyou LAFCO, CA	Municipal Service Review
Sisters/Camp Sherman, OR	Emergency Operations Plan, Training Exercises
Sitka, AK	Review and Update of Emergency Operations Plan
Siuslaw Valley Fire and Rescue, OR	Community Attitude Survey, Incident Review Report
Skagit County EMS Commission, WA	EMS Levy Recommendations and Comprehensive Management Plan
Snohomish County District #3, WA	Station Location Study
Snohomish County District #15, WA	Agency Evaluation, Member Survey
Solano LAFCO, CA	Municipal Service Review
Sonoma County, CA	Rural Fire Service Review
South Adams County, CO	Master Plan
South East Thurston Fire Authority	Strategic Plan, Fiscal Analysis, Executive Coaching
South Lane Fire and Rescue District, OR	Executive Search for Fire Chief
South Metro/Parker Fire, CO	Cooperative Services Feasibility Study, Strategic Plan, Evaluation
Southbury, CT	Needs Assessment Study
Spokane, WA	Annual Standards of Cover and Deployment Plan and Executive Search
Spokane County Fire District No. 13, WA	Organizational Review, Executive Search
Spokane Fire District #10, WA	Executive Search Deputy Chief
St. Albert, AB	Fire Protection Evaluation and Master Plan, Standards of Cover, Fire Services Review
St. Charles, IL	Fire Station Location and Deployment Study, Concurrent Call Report
St. Cloud, MN	Fire/EMS Evaluation and Strategic Plan
Stanislaus LAFCO, CA	Municipal Service Review
Stillwater, MN	Fire Protection Evaluation
Strathcona, Alberta, Canada	Emergency Services Master Plan
Summit, NJ	Shared Services Feasibility Study
Teton County and Jackson, WY	Fire/EMS Master Plan
Tinley Park, IL	Fire and EMS Services Master Plan
Tri-Cities Ambulance, IL	EMS Services and Funding Study
Truckee Meadows Fire Protection District, NV	Regional Standard of Cover
University City, MO	Consolidation Study
Valley Center Fire Protection District, CA	GAP Analysis
Vancouver, WA	SOC and Deployment Plan
Victoria, BC	Training Program Review



Client	Project
Wakiakum Community Foundation, WA	Fire and Emergency Needs Assessment
Walla Walla, WA	Staffing and Deployment Analysis
Washington Terrance, UT	Capital Improvement Plan
Washington Township, OH	Strategic Plan Facilitation
Washoe County, NV	Evaluation/Strategic Plan, Master Plan Recommendation Facilitation, Deployment Study
Weirton, WV	Agency Evaluation
West County EMS & FPD, MO	Deployment Analysis & ISO Review, Strategic Plan
West Metro Fire and Rescue, CO	Strategic Plan Implementation
Westlake, OH	Fire/EMS Evaluation
Westport, WA	Master Plan
Whatcom County Fire District No. 14, WA	Fire and EMS Capital Facilities Analysis, Critique of Environment Impact Statement
Wheat Ridge Fire Protection District, CO	Executive Search
Wood River Fire District, ID	Fire Protection Evaluation/ Cooperative Services Study with the Cities of Bellevue and Hailey
Worland Fire Protection District #1, WY	Executive Recruitment - Fire Chief
Yakima, WA	RFA Fiscal Analysis
Yokota Air Base, Japan	Operational Assessment and Facility Design Review, 9-1-1 Center Design

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND**

This AGREEMENT is entered into this ____ day of ___, 20___, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and ___[name]___, a ___[type of organization]___ ("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 _____ dollars (\$_____) 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 "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- 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. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **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 "A") 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.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$_____ for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully 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 agrees 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.

8. **TERM.** The term of this Agreement will be from _____, to _____. 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 "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. 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.

10. **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 the Manager 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. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **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: Budget; and
- C. Exhibit C: Proposal for Services.

12. **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.

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

14. 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.

15. 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.

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- 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. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. 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).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. 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.

18. 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 public 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.

19. 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 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 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, attorney's fees), injuries, or liability, arising out of this Agreement, or its 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.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

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 23, 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.

20. 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.

21. 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.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will 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</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 the most recent ISO-CGL Form. 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. Liability policies 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, or equivalent. 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. 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 renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such 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.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance 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."
- 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 pursuant to Section 16.

24. USE OF SUBCONTRACTORS. 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.

25. 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.

26. **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:

If to CONSULTANT:

If to CITY:

City of Monterey Park

Monterey Park, CA

Attention: _____

Attention: _____

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.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. **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.

29. **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.

30. **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.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **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 ____ () 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.

33. 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.

34. 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.

35. 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 executive manager, or designee, may execute any such amendment on behalf of CITY.

36. 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.

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

38. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

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

40. 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 CITY.

[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

Paul L. Talbot,
City Manager

ATTEST:

Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____



City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **New Business**
Agenda Item 6-B.

TO: The Honorable Mayor and City Council
FROM: Paul Talbot, City Manager
Michael A. Huntley, Community and Economic Development Director
SUBJECT: New Business: 2015 Potrero Grande Drive.
Second reading and adoption of City Council ordinance
Calling special election pursuant to Elections Code § 9222 for June 3, 2014

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Waive second reading and adopt an ordinance approving a General Plan Amendment (GPA-13-02); adopting a Specific Plan (SP-13-02); and certifying the Mitigated Negative Declaration for the construction of a new 80-unit residential development at 2015 Potrero Grande Drive;
- (2) Adopting Resolution No. _____ calling for a special election on June 3, 2014 and placing a proposition on the ballot ratifying the City Council's ordinance; approving GPA-13-02; approving an amendment to the Zoning Map; and approving SP-13-02;
- (3) Adopting Resolution No. _____ requesting that the City Clerk's Office, Elections Division, assist with the special election and authorizing the County Clerk's Office to canvass the votes and consolidate a special election to be held on June 3, 2014;
- (4) Adopting Resolution No. _____ establishing policies for ballot arguments;
- (5) If desirable, designating a councilmember to draft a ballot argument on the City's behalf;
- (6) If desirable, adopting Resolution No. _____ directing the City Attorney to prepare an impartial analysis for all ballot measures approved by the City Council;
- (7) Authorizing the City Manager to execute a reimbursement agreement, in a form approved by the City Attorney, with Olson Urban Housing, LLC, for

reimbursement of all City costs related to this Project including, without limitation, the costs of a special election; and

(8) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The applicant, Olson Urban Housing, LLC, is requesting approval for a General Plan Amendment and Specific Plan for the construction of a new 80-unit residential housing development. The subject property is located on the north side of Potrero Grande Drive, one lot east of the northeast corner of Potrero Grande Drive and Saturn Street. The property is zoned C-S (Commercial Services) and the General Plan designation is Commercial. The lot is 398,574 square feet (9.15 acres) in area. The property is currently occupied by a plant nursery. The proposed project will be a combination detached dwelling units and motor style units.

The requested General Plan Amendment will change the land use designation from Commercial to Medium Density Residential. According to the General Plan Land Use Element, the Medium Density Residential land use provides for moderate density housing either as attached or detached units at a density range of 0 to 16 units per acre. The applicant proposes to construct 40 percent of the maximum density allowed. Upon voter approval of the requested General Plan Amendment and Specific Plan, the applicant will make a tentative map application for the subdivision of air-rights for the establishment and maintenance of the condominium dwelling units.

The applicant is requesting approval of a Specific Plan to allow for several development standards, including density, setbacks, parking, and open space. The proposed Specific Plan includes text and diagram(s) as required by Government Code § 65451.

On January 23, 2014, the Planning Commission adopted Resolution No. 01-14 recommending approval of General Plan Amendment and Specific Plan to the City Council.

On February 5, 2014, the City Council introduced and waived the first reading of an ordinance approving proposed General Plan Amendment (GPA-13-02) and Specific Plan (SP-13-02) and certifying the Mitigated Negative Declaration for the construction of a new 80-unit residential development at 2015 Potrero Grande Drive. Subsequently, the City Council directed staff to prepare appropriate resolutions for a Special Election to place a measure on a ballot to be voted upon by the registered voters of the City of Monterey Park.

Voter Approval

In 1982, Ordinance No. 1578 was passed by the voters to require voter approval for amendments to the Land Use Element of the General Plan. According to MPMC Chapter 21.42, certain exceptions are allowed, including variance and conditional use permit

applications as well as changes that do not increase residential densities. In this case, the proposal is to change the land use from Commercial to Medium Density Residential, which will allow new residential densities on the property; therefore, voter approval will be required. According to Elections Code § 9222, a special election called after the City Council places a proposition on a ballot must take place on a Tuesday at least 88 days after the City Council calls the election.

If the Council votes to call a special election, the election must be held on an "established" election date. In 2014, the regular election dates are June 3 and November 4 per Elections Code §§1000, 1002, and 1400. The June 3 election date is currently eligible for a special election.

Elections Code Section § 9219 allows (but does not require) the City Council to draft ballot arguments as a body or to appoint one of its members to draft a ballot argument. If the City Council wishes to authorize one of its members to draft an argument, it may do so by minute order. Please note that public resources, including staff time, cannot be used in opposing or supporting any initiative or referendum once a petition qualifies for the ballot. Accordingly, the City Council may not designate a staff member to prepare ballot arguments.

The Council may also, but is not required to, direct the City Attorney to prepare an impartial analysis of the proposed ordinance. The analysis must show both the effect of the measure on existing law and its operation. The analysis cannot exceed 500 words and must precede the arguments for and against the measure on the sample ballot.

Staff prepared the necessary Resolutions relating to the calling of the election, ordering the City Attorney to prepare an impartial analysis, and allowing for rebuttal arguments. Additionally, a Resolution was prepared which allows for the Council to designate Council Members to prepare arguments regarding the Petition.

Proposed City Council actions

As noted above, the City Council introduced an ordinance on February 5, 2014. Second reading and adoption is proposed for tonight's meeting. If adopted, the Ordinance would not become effective until, and unless, the voters approve a proposition placed on the ballot by the City Council

If approved by the voters, the draft Proposition would ratify the Ordinance adopted by the City Council at tonight's meeting; would approve the General Plan Amendment; approve the Zoning Map amendment; and approve the Specific Plan proposed by the applicant. A simple majority vote is needed to approve the Proposition.

The applicant agreed to reimburse the City for all costs related to processing this Project including, without limitation, the costs of a special election. According to the City Clerk's office, the special election will cost approximately \$80,000. None of this expense will be

passed on to the City; all costs will be paid by the applicant in accordance with the draft reimbursement agreement.

As shown in the reimbursement agreement, Olson will also pay for the City's legal costs associated with processing the project and, in the event of litigation, would defend and indemnify the City against any challenge to the Project (including the results of a special election).

OTHER ITEMS:

Legal Notification

There will be several legal notices to be published throughout the process, however, if consolidated, which publications will be handled by which jurisdiction is yet to be determined.

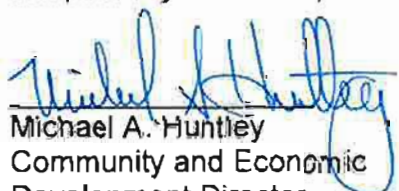
ALTERNATIVE COUNCIL CONSIDERATIONS:

The City Council may take such actions it finds desirable. As noted in this and previous staff reports, the Project proposed by Olson cannot be developed absent voter approval. Consequently, should the City Council not place this matter on the ballot, Olson's would need to circulate a petition in order to place an initiative on the ballot.

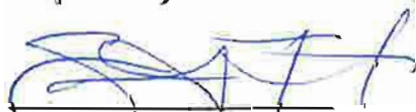
FISCAL IMPACT:

As noted, Olson Urban Housing, LLC will pay for all expenses related to the Project.

Respectfully submitted,


Michael A. Huntley
Community and Economic
Development Director

Prepared by:


Samantha Tewasart
Acting Senior Planner

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

Exhibit A: Reimbursement Agreement

Exhibit B: City Council Ordinance

Exhibit C: Election Resolutions and Proposition

EXHIBIT A

Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into as of _____, 2014 by and between the City of Monterey Park, a general law city and municipal corporation ("City"), and Olson Urban Housing, LLC, a Delaware limited liability company ("Applicant/Developer"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following facts and circumstances:
 - a. The Applicant/Developer filed an application to develop property located at 2015 Potrero Grande Drive as described on attached Exhibit A, which is incorporated by reference, for the construction of 80 single family detached homes (the "Project"). Among other things, the Project requires City to conduct environmental review and preparation of environmental technical reports under the California Environmental Quality Act ("CEQA") and to conduct a special election for voters to consider whether to approve the Project in accordance with the Monterey Park Municipal Code ("MPMC");
 - b. In order for Applicant/Developer to accomplish such Project, City must assign certain City staff or consultants to complete a number of tasks including environmental review, zoning review, specific plan preparation, plans review for compliance with City standards, building code compliance, analysis of technical studies, preparation of staff reports, development of potential mitigation measures, project management duties, and legal review (collectively, "Services") which will exceed the capacity of the current city staff.
 - c. City believes it is in the public interest for Applicant/Developer to pay for such Services.
2. City Reimbursement. Applicant has already paid for the environmental consulting services in the amount of \$44,995. City has estimated the costs and expenses of completing the Special Election to be \$80,000. However, the Applicant/ Developer acknowledges that the actual amount of such costs and expenses ultimately expended by the City may be different. The Applicant/Developer agrees to reimburse the City for the full amount of such actual costs and expenses in the manner provided in this Agreement. On a monthly basis, City will provide Applicant/Developer with an accounting of those costs and expenses. The Applicant/Developer agrees that the amounts reflected in the monthly accounting will be conclusive, in the absence of manifest error. The total of the costs and expenses, as disclosed by the accounting, is called the "Reimbursement Amount."

3. **Method of Reimbursement.**

- a. Except as provided below, upon execution of this Agreement, Applicant/Developer agrees to deposit with City \$20,000 ("Deposit Amount") which represents approximately twenty five percent (25%) of the estimated Reimbursement Amount. Each month after executing this Agreement and following receipt of monthly invoices, Applicant/Developer agrees to deposit an additional \$20,000 to the Deposit Amount until the estimated Reimbursement Amount is paid in full. Should the actual Reimbursement Amount exceed the Deposit Amount, Applicant/Developer agrees to promptly pay City any difference. Should the Reimbursement Amount be less than the Deposit Amount, City will refund Applicant/Developer any remaining Deposit Amount within thirty (30) days after determining the Reimbursement Amount, but not less than six (6) months after the services have been completed.
 - b. The Deposit Amount will be placed in a non-interest bearing trust account established by the City Manager. Applicant/Developer understands and agrees that City will not pay interest to Applicant/Developer on the Deposit Amount and Applicant/Developer will not seek such interest payments from City. Costs associated with the Activities will be charged against the deposit amount. The City may require Applicant/Developer to replenish the amount should the balance fall below \$5,000.
4. City Administrative Costs. Administrative costs incurred by City, including, without limitation, staff time, fees, legal costs (for example, costs incurred by the City Attorney) and services, must be reimbursed on a time and materials basis based on current City reimbursement rates. Applicant/Developer agrees that it will pay for such costs on a monthly basis within thirty (30) days of receiving an invoice from City.
5. Applicant/Developer Default. Should Applicant/Developer fail to perform any of its obligations under this Agreement, 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 Applicant/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 the City in completing the Studies, together with interest thereon from the date incurred at the rate of 10% per annum.
6. Compliance with Law. Applicant/Developer will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to this Agreement.

7. Waiver of Breach. Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.
8. Insolvency; Receiver. Either the appointment of a receiver to take possession of all or substantially all of the assets of Applicant/Developer, or a general assignment by Applicant/Developer for the benefit of creditors, or any action taken or offered by Applicant/Developer under any insolvency or bankruptcy action, will constitute a breach of this Agreement by Applicant/Developer, and in such event this Agreement will automatically cease and terminate.
9. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

Applicant/
Developer at: 3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740

City at: City of Monterey park
Attn:

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

10. Indemnification.
 - a. Should there be any legal challenge to an initiative, referendum, or proposition placed on the ballot by the City Council, Applicant/Developer agrees to fully defend the City against such a challenge in a manner consistent with this Section.
 - b. In the event of any administrative, legal or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement, challenging City's approval of the Project, or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a "Third Party Challenge"), each party must cooperate in the defense of such Third Party Challenge, in accordance with this Section. Applicant/Developer agrees to pay City's costs of defending a Third Party Challenge, including all court costs and reasonable attorney's fees

expended by City (including the time of the City Attorney) in defense of any Third Party Action, as well as the time of City's staff spent in connection with such defense. Applicant/Developer may select its own legal counsel to represent Applicant/Developer's interests in any Third Party Challenge at Applicant/Developer's sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third Party Challenge without Developer's written consent.

11. Acceptance of Facsimile Signatures. The Parties agree that 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.
12. Governing Law. This Agreement has been made 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.
13. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.
14. Integration. This instrument and its attachments constitute the sole agreement between City and Applicant/Developer respecting the matters above and correctly sets forth the obligations of City and Applicant/Developer. Any Agreement or representations respecting the Property or its licensing by City to Applicant/Developer not expressly set forth in this instrument are void.
15. Construction. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.
16. 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.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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

City of Monterey park,
a municipal corporation.

Paul Talbot, City Manager

ATTEST:

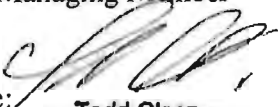
Vincent Chang, City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc., a Delaware
corporation, Managing Member

By: 
Name: Todd Olson
Title: Sr. Vice President,
President Community Development

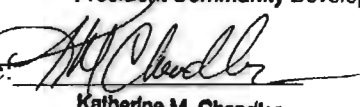
By: 
Name: Katherine M. Chandler
Title: SVP, General Counsel & Secretary

EXHIBIT B

City Council Ordinance No. _____

ORDINANCE NO.

AN ORDINANCE CERTIFYING A MITIGATED NEGATIVE DECLARATION AND ADOPTING GENERAL PLAN AMENDMENT (GPA-13-02) AND 2015 POTRERO GRANDE DRIVE SPECIFIC PLAN (SP-13-02).

The City Council for the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. On August 29, 2013, Olson Urban Housing, LLC., submitted an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC"), requesting approval of General Plan Amendment (GPA-13-02) and Specific Plan (SP-13-02) to construct a new 80-unit residential development at 2015 Potrero Grande Drive ("Project");
- B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for January 22, 2014. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On January 22, 2014, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff and public testimony, and applicant representatives. The Planning Commission adopted Resolution No. 14-02 which recommended that the City Council certify the Mitigated Negative Declaration and adopt the Specific Plan;
- F. The City Council reviewed the draft Specific Plan and related environmental aspects of the proposal as required by the MPMC at the February 5, 2014 hearing; and
- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of February 5, 2014.

SECTION 2: The City Council finds and determines that the Specific Plan attached as Exhibit "A," and incorporated by this reference, was processed in accordance with California law and the MPMC (the "Specific Plan"). Adopting the Specific Plan is in the public interest and consistent with the Monterey Park General Plan pursuant to Government Code § 65588. The findings and analysis set forth in Planning Commission Resolution No. 14-02, as adopted January 22, 2014, is incorporated into this Ordinance as if fully set forth.

SECTION 3: *Environmental Findings.*

- A. The Project was analyzed for its environmental impacts and an Initial Study was prepared pursuant to CEQA Guidelines §15063. The Initial Study demonstrated that the Project would not have a significant effect on the environment with the implementation of mitigation measures. A Mitigated Negative Declaration of Environmental Impacts is proposed for this project pursuant to CEQA Guidelines §15070. A Notice of Intent to Adopt a Mitigated Negative Declaration was prepared pursuant to CEQA Guidelines §§ 15072 and 15073, and was available for public comment from January 8, 2014 to January 28, 2014.
- B. In accordance with § 15074 of the CEQA Guidelines, the record on which the City Council's findings are based is located at the City of Monterey Park Community and Economic Development Department – Planning Division at City Hall, 320 West Newmark Avenue, Monterey Park, California 91754.
- C. When considering the whole record for the Mitigated Negative Declaration, there is no evidence that the Project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the project is in a built-out urban environment.
- D. These findings are based on the various mitigation measures to be required in the implementation of the project as adopted in the Mitigated Negative Declaration as already having been incorporated into the Project. The City Council finds that all the mitigation measures now incorporated into the project are desirable and feasible.
- E. Accordingly, based upon the evidence presented to the City Council, the City need not prepare an environmental impact report for the proposed project. Consequently, the City Council certifies the MND attached as Exhibit "B," and incorporated by reference.

SECTION 4: *Approvals.*

- A. Subject to the conditions listed on attached Exhibit "C," which are incorporated into this Ordinance by reference, the City Council approves the General Plan Amendment and adopts the Specific Plan.
- B. The Monterey Park Zoning Map is amended to add the zoning designation of "SP-13-02" as set forth in Exhibit "D," and incorporated by reference.

SECTION 5: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: This Ordinance will become effective upon voter ratification of the approvals set forth in this Ordinance. The City Council will place a proposition on the ballot

ORDINANCE NO.
PAGE 4 of 4

on February 19, 2014, or as soon thereafter as is practicable, to reflect the actions intended in this Ordinance.

PASSED, APPROVED, AND ADOPTED this February 5, 2014.

Anthony Wong, Mayor
City of Monterey Park, California

ATTEST:

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

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on XX of _____, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

EXHIBIT "A" TO
ORDINANCE NO. _____

2015 Potrero Grande

Specific Plan

Monterey Park, CA

February 2014

2015 Potrero Grande Specific Plan

FEBRUARY 2014

PREPARED FOR:

CITY OF MONTEREY PARK

PREPARED BY:

THE OLSON COMPANY

3010 Old Ranch Parkway, Suite 100
Seal Beach, Ca 90740
Contact: John Reischl
T: (562) 596-4770

WILLIAM HEZMALHALCH ARCHITECTS

2850 Redhill Ave., Suite 200
Santa Ana, Ca 92705
Contact: Cathy Baranger
T: (949) 250-0607

C & V CONSULTING, INC.

27156 Burbank
Foothill Ranch, Ca
Contact: Phil Malcomson
T: (949) 916-3800

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Chapter 1: Introduction

1.2 Specific Plan Document Organization

The 2015 Potrero Grande Specific Plan defines a vision and establishes standards and requirements for site development. The Specific Plan is arranged into five chapters as follows:

Chapter 1.0 Introduction

This chapter provides the purpose and intent of the Specific Plan, development overview, site location, and a summary of the existing conditions affecting the Specific Plan area, including existing City land use and zoning designations, as well as existing and surrounding development area land uses. This section also summarizes the entitlements needed for the project.

Chapter 2.0 Land Use Regulations

Forming the core of the Specific Plan document, this chapter presents the Land Use Plan, serves as the zoning for the development, specifies the permitted and conditionally permitted uses, and provides development standards and requirements.

Section 3.0 Infrastructure

This chapter describes the transportation requirements, public services, solid waste disposal, utilities, emergency services, and school provisions.

Chapter 4.0 Implementation

Provisions for financing/maintenance of improvements, the process for implementation, and procedures for amending this Specific Plan are discussed.

Chapter 5.0 General Plan Consistency

Chapter 5.0 discusses how the Specific Plan is consistent with the Monterey Park General Plan goals and policies.

1.3 Purpose and Intent

The 2015 Potrero Grande Specific Plan will:

- Provide contemporary housing opportunities responsive to the needs of the community including housing for families.
- Reclaim the currently underutilized site and transform it into a vibrant living environment.

- Increase the critical mass of residential in-fill development thereby improving the likelihood of successful neighborhood commercial in the immediate neighborhood and regional commercial such as the Monterey Park Market Place project.
- Create a cohesive enclave through leading edge architectural and landscape design.
- Provide a desirable community where people will want to live.
- Implement a small lot development program.
- Promote indoor/outdoor living.
- Use water-wise landscape principles.

Implementation of the 2015 Potrero Grande Specific Plan provides the parameters for a desirable, compact, small lot development. The Plan coordinates the land use, intensity, and scale of development with the goals and policies of the Monterey Park General Plan.



Figure 1.4: Vicinity Map

Park is well served by public rail and bus transit lines, providing residents and employees with many alternative ways to traveling to work, shopping, and home. Refer to *Figure 1.2: Regional Context* and *Figure 1.3: City Context* for the general location of the project.

The Specific Plan area is located within the City of Monterey Park as shown on *Figure 1.5 Vicinity Map*. The area is currently improved with a nursery and is zoned Commercial Services (C-S). The development plan will transform the currently underutilized site into a gated residential community with

80 single-family homes (refer to *Figure 1.1 Illustrative Site Plan*).

1.5 Surrounding Land Uses

Figure 1.4: Vicinity Map, shows the 9.15-acre development site within its local context on the northwest side of Potrero Grande Drive and northeast of Saturn Street. The site is approximately 0.4 miles north of the Pomona Freeway.

Directly to the north of the development is the SCE right-of-way. North of the SCE right-of-way are single-family homes zoned R-1.

To the west, is the SCE easement where there is a pedestrian/bicycle trail connecting Potrero Grande Drive to La Loma and Edison Trails Parks.

To the south, across Potrero Grande Drive in the City of Montebello is the Resurrection Cemetery.

To the east are commercial and public storage uses zoned commercial. Further east is the Monterey Park Manor Village zoned high density residential.

Chapter 1: Introduction

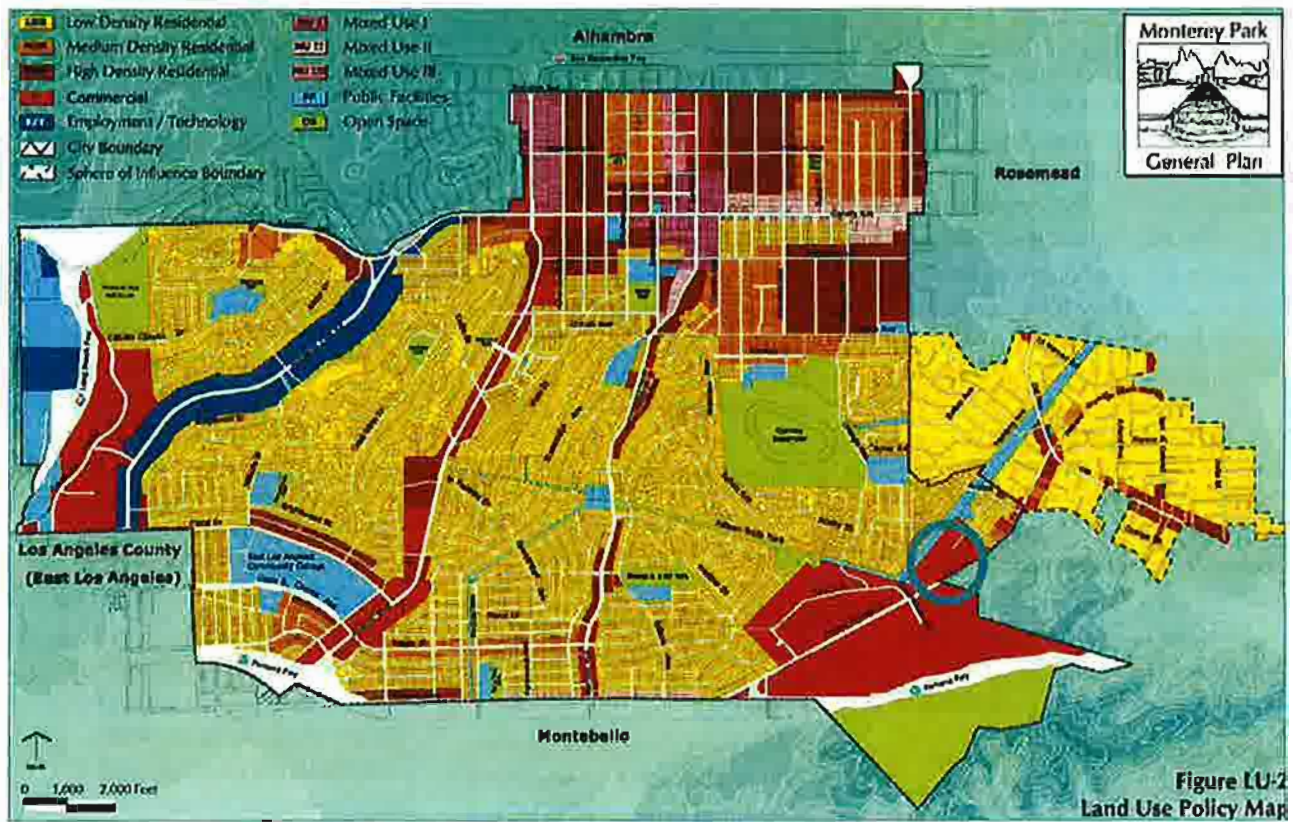


Figure 1.5: General Plan Land Use Policy Map

Chapter 1: Introduction

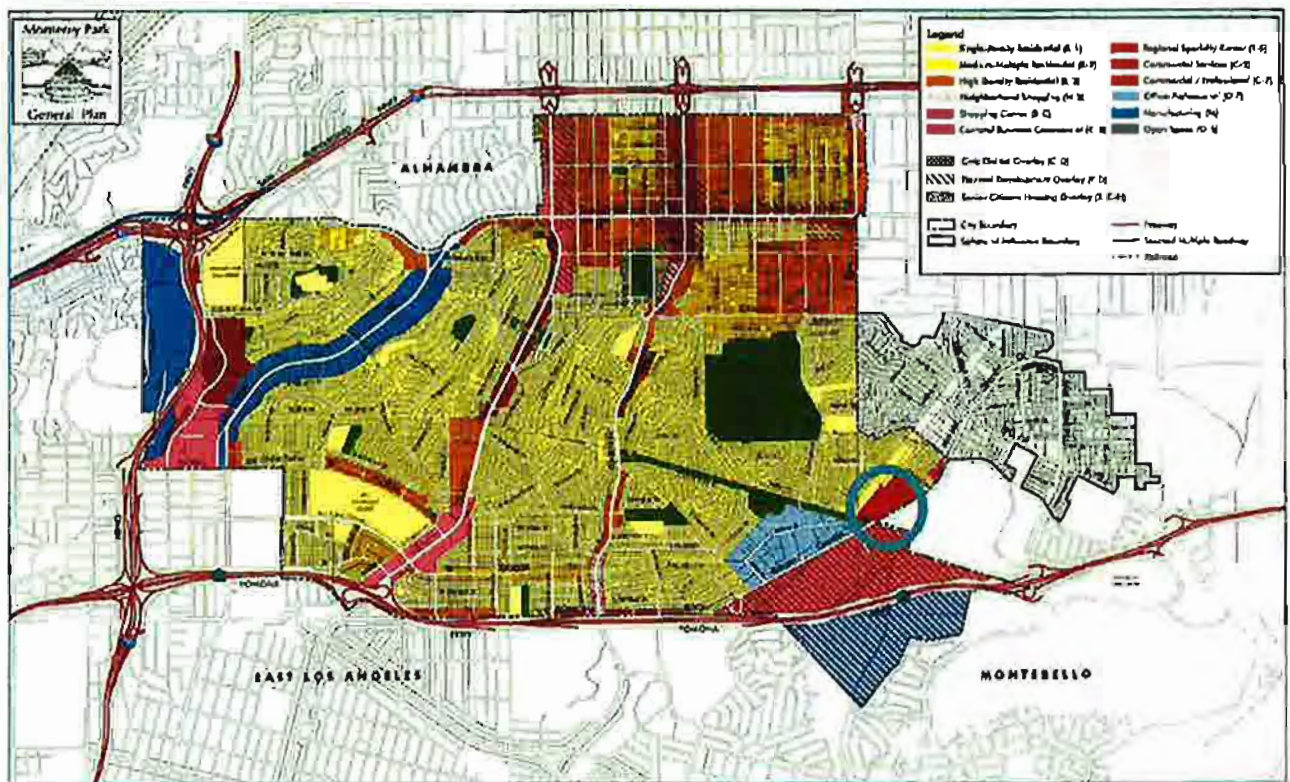


Figure 1.6 Existing Zoning Designations

Chapter 2: Land Use Regulations

Chapter 2: Land Use Regulations

square feet. Many of the "lots" exceed the minimum dimensions set by this Specific Plan with the lots at the northern edge extending up to 80 feet deep.

The motorcourt cluster homes include three different plan types on small "lots" clustered around a shared driveway. The minimum lot size is 2,000 square for the smallest lot in the cluster. Two of the homes within the motorcourt cluster have front doors facing Private Drive A (ten front doors total). All of the cluster homes include 2 stories with private yards and attached 2-car garages.

2.2 Access and Circulation

One gated vehicular ingress and egress access point is provided directly from Potrero Grande Drive. The access gate is located approximately 120 feet behind the property line allowing for vehicular turnaround if access is denied. Internal vehicle circulation is provided by a combination of two Private Drives and shared driveways that lead to individual garages (refer to *Figure 2.1 Conceptual Site Plan*). Private Drives A and B are 36 feet wide, allowing two-way traffic and curbside parking on both sides where appropriate. Shared driveways to the motorcourt clusters are accessed from Private Drive A. The circulation design exceeds Monterey Park Fire Department standards for fire apparatus access turn-around and turning radius.

Pedestrians access the traditional single-family homes directly from the Private Drives. The motorcourt cluster homes either take access from the Private Drive or from the cluster's shared driveway.

2.3 Land Use Regulations

This Specific Plan incorporates two single-family residential housing types. At build-out, the maximum density will be up to 8.8 units per acre. In order to accommodate this compact development, specific site planning and design strategies have been developed for this concept.

2.3.1 Permitted Uses

The following uses are permitted:

- Single-family dwelling unit
- Community care facility, licensed for 6 or fewer persons
- Condominiums
- Home care, licensed for 6 or less
- Open space

The following uses are permitted Accessory Uses:

- Home occupation as provided in MPMC §21.08.040(D)
- Household pets as provided in MPMC §21.08.040(E)
- Yard sales as provided in MPMC §21.08.040(M)

2.2.2 Development Regulations

All development must comply with the development requirements found in *Table 2.1: Development Regulations*.

Accessory Buildings or Structures

All accessory buildings shall meet the following requirements:

- Only 1 uninhabitable accessory building or structures shall be allowed per residential "lot area"
- Maximum area of 120 square feet
- Maximum height of 15 feet
- May not include kitchen facilities
- May not be rented or sold separately
- Must be located in the rear "lot area" at least 5 feet from any fence/wall
- Must be approved by the HOA prior to submittal to City

2.3.3 Special Design Considerations

To the extent possible, utility meters must be screened from view from the public rights-of-ways. Utility connections to a buildings should be located as unobtrusive as practicable.

Space will be provided for refuse containers in the side yards. Air conditioning condensers must be located in the rear yard or screened from view.

Chapter 2: Land Use Regulations

Table 2.1: Development Regulations

Potrero Grande Development Regulations	
Height (maximum)	
Homes	2 stories or 30' measured from the adjacent finished grade to the top of the building
Porches	15'
Finished Floor Elevations	5' above adjacent finished grade
Rear (Adjacent to Potrero Grande) Walls	8' average or per acoustical report (measured from top of retaining wall)
Side/Rear Walls/Fences	8' average or per acoustical report (measured from top of retaining wall)
Front Walls/Fences	No wall/fence above 36 inches in height will be allowed in the front "yard" of homes facing Drives A and B
Garages	
Private Storage per Unit	180 cubic feet (no min. dimension)
Setback	18' from curb face for the traditional single-family homes Cluster garages are accessed from the shared driveway
Mechanical Equipment	
	Screened from view with landscape or decorative walls or view obscuring fence
Setbacks from Site Perimeter*	
Potrero Grande Drive	25' to rear or side of 2-story homes from property line Block wall may be located adjacent to property line
Side (1st & 2nd floors)	10'
Rear	15'
Building Separation**	
1st floor & 2nd floor	10'
Garage door face to garage door face	30'
Open Space	
Private Open Space	Traditional SFD - 500 SF Minimum Cluster SFD - 390 Minimum
Common Open Space	10,000 square feet total common area
Window Offsets	No window offsets required
Walkways	No sidewalk on island at SFD (bounded by Drives A and B)
Parking	
Traditional SFDs	2-car garage per unit 1 driveway guest space for Traditional SFD (counts only 1 space on a 18' deep x 16' wide driveway)
Motorcourt Cluster	2-car garage per unit 2 driveway guest spaces (counts only 1 space per 18' deep x 16' wide driveways) refer to Figure 2.2: Conceptual Motorcourt Cluster Plan
Additional Guest Parking	37 guest parking spaces provided curbside along Drives A and B

*See Figure 2.1: Conceptual Site Plan for side and rear perimeter locations

**Architectural features such as wall projections, eaves, overhangs, extensions, decorative materials, and guardrails may encroach into required setbacks and separations up to 2.5 feet

Chapter 3: Infrastructure

Chapter 3: Infrastructure

3.3 Public Services

3.3.1. Water

Water for this site will be supplied by the San Gabriel Valley Water Company. An extension of the existing water system in Potrero Grande Drive will be provided to connect with water lines in the internal Private Drives. The developer will generate water improvement plans that will conform to the purveyor standards and submit them to the San Gabriel Valley Water Company for plan check and approval. The water system is proposed to be publicly maintained.

3.3.2 Wastewater

A proposed private wastewater system will be located in the internal Drive and connected to an existing 8-inch public wastewater main located in Potrero Grande Drive. The gravity system eventually flows into the Los Angeles County Sanitation District No. 15 lines that take the wastewater to a treatment plant. The developer will engineer a plan that conforms to City standards and submit to the City for plan check and approval. This internal wastewater system is proposed to be privately maintained.

3.3.3 Solid Waste Disposal

It is the responsibility of each homeowner to start service for solid waste collection. Each home will be provided with enough space within their private yards or garages to store individual trash bins. On a designated day, the City's solid waste franchisee will collect solid waste and take it to their sorting center or Materials Recovery Facility (MRF) for the removal of recyclables.

3.3.4 Utilities

Southern California Edison provides electricity to the community. Edison transformers will be located above ground as per Edison requirements. This above ground transformer will likely be placed in between the front yards of residential units. Where feasible, they will locate the transformers within the common areas.

The Southern California Gas Company provides natural gas service to the community. Although not yet designed, gas pressure regulators will be placed within common areas. However, individual gas meters will be placed in the side yards of each home.

AT&T will provide telephone service; and Time Warner will provide television cable for this community.

It is anticipated that electric, gas, telephone, and cable services to the proposed development will be provided through extension of existing facilities adjacent to the proposed project.

All service providers will be granted an easement to access and maintain utility infrastructure within the Potrero Grande site. All easements will be non-exclusive, which opens up the opportunity for other service providers to serve the site in the future. Increased competition between service providers may result in cost savings to the end user.

All on-site Potrero Grande dry utilities will be provided through underground infrastructure except the above ground transformers.

3.3.5 Emergency Services

The site will be served by the City of Monterey Park Fire and Police Departments. The police station is located at City Hall at 320 West Newmark Avenue. The site complies with all Fire Department access requirements. The site is located nearest to Fire Station 62 at 2001 S. Garfield Avenue.

3.3.6 Schools

The site is located in the Montebello School District. It is anticipated that students living in this community will attend Potrero Heights Elementary School at 8026 S. Hill Dr., in South San Gabriel, and Macy Intermediate School at 2101 Lupine Avenue and Schurr High School at 820 Wilcox Avenue in Montebello.

Chapter 4: Implementation

Chapter 4: Implementation

4.2 Construction Phasing

All infrastructure within the project boundary will be installed in two phases. These improvements include rough grading, storm drain, water, wastewater, dry utilities, and street improvements.

Home construction will include approximately seven to eight phases. Starts will be based on sales of homes in the previous phase.

The number of phases and number of units in phases may be altered from time to time.

4.3 Specific Plan Amendments

Minor modifications not affecting density or land use may be approved by the City Planner.

Proposed modifications to the Specific Plan that would substantially alter its intent will be considered amendments to be processed pursuant to Government Code §65453 and the MPMC.

Chapter 5: General Plan Consistency

Chapter 5: General Plan Consistency

Goal 10.0

Maintain the quality and character of Monterey Park's residential neighborhoods.

Policy 10.1

Ensure that the City's zoning regulations, subdivision regulations, and design guidelines are crafted to achieve compatibility between established residential dwellings and new residential developments within the same neighborhood.

The 2015 Potrero Grande Specific Plan provides infill development on an underutilized property. Sufficient resources exist to support the proposed development. Careful consideration has been given to the surrounding uses to ensure that the development is compatible with the fabric of the existing neighborhood. The Specific Plan provides the specific regulations and guidelines to ensure a quality development that is compatible with the surrounding uses.

Goal 11.0

Continue to provide opportunities for persons of all incomes to find suitable housing.

Policy 11.1

Encourage the provision of new housing, the rehabilitation of substandard units, and maintenance of the existing housing stock to meet the objectives of the Housing Element.

The 2015 Potrero Grande Specific Plan provides 80 new homes that will increase the choice of desirable housing options for workforce families, young professionals and empty nesters in Monterey Park.

Chapter 5: General Plan Consistency

5.3 Circulation Element

Goal 2.0

Provide a local street system that accommodates current and future traffic volumes.

Policy 2.3

Require full roadway dedications and improvements (or in-lieu fees - payment of fees in place of physical improvements) at the time of development plan approval.

Policy 2.8

Establish and maintain truck routes consistent with Figure C-3.

As part of the development of the Specific Plan, required street improvements will be completed.

Goal 6.0

Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive.

Policy 6.1

Adopt design standards and/or an ordinance that sets forth definitive standards for the design and construction of parking facilities.

The 2015 Potrero Grande Specific Plan provides adequate parking for the proposed development.

Chapter 5: General Plan Consistency

Goal 5.0

Minimize the impact of point-source noises and ambient noise levels throughout the community.

Policy 5.2

Incorporate noise impact considerations into the development review process, particularly the relationship of parking and ingress/egress, loading, and refuse collection areas to surrounding residential and other noise-sensitive land uses.

Policy 5.3

Require that new multi-family residential developments incorporate design features and approaches which minimize the intrusion of ambient noise into private and common outdoor spaces.

Policy 5.4

Enforce and revise as necessary City ordinances regulating hours for construction activity.

The homes within the 2015 Potrero Grande Specific Plan area will include design features that minimize the intrusion of ambient noise into the homes. The private pocket parks are internal to the site and will be screened the street noise from Potrero Grande.

Goal 9.0

Achieve and maintain a 50 percent reduction (from baseline year 1994) in solid waste produced by the City.

The City contracts with a private company (franchisee) for all of its waste removal services. Before taking the City's waste to a landfill for final disposal, the City requires its franchisee to process Monterey Park's waste through a sorting center called a Materials Recovery Facility (MRF) for the removal of recyclables. This program allows the City to meet the 50% landfill diversion mandate required by California law while providing the greatest convenience possible to residents and businesses.

At least 50% of demolition and construction materials will be diverted from the landfills during the construction of this project.

Chapter 5: General Plan Consistency

Goal 13.0

Provide adequate wastewater water, and drainage systems to meet the needs of City residents and businesses.

Policy 13.1

Implement recommended wastewater system improvements in the Wastewater Master Plan, 1996.

Policy 13.2

Implement recommended water system improvements in the Water Master Plan, 1996.

The development has been designed with dry well infiltration to treat and minimize stormwater flows from the community. The proposed water-efficient irrigation system will minimize the amount of runoff from the landscape areas.

5.6 Resources Element

Goal 2.0

Create additional passive recreation opportunities in the City to further enhance the quality of life in all areas of the community.

Policy 2.2

Incorporate pocket parks, parkways, and similar recreation spaces into residential neighborhoods.

Policy 2.3

Incorporate into the development review process a means for new development to contribute to existing recreational facilities and/or to address maintenance and staffing needs.

The 2015 Potrero Grande Specific Plan provides for compact residential development that includes two private pocket parks and private outdoor space for each home. Potrero Grande is immediately adjacent to the Edison easement trail system that connects to La Loma and Edison Trails Parks. The two pocket parks and common area landscape will be maintained by the HOA.

**City of Monterey Park
Initial Study Checklist Form**

1. Project title: 2015 Potrero Grande Residential
Case #: GPA-13-02; ZC-13-01
2. Lead agency name and address: City of Monterey Park
Community Development Department
320 West Newmark Avenue
Monterey Park, CA 91754
3. Contact person and phone number: Samantha Tewasart, Acting Senior Planner
(626) 307-1315
4. Project location: 2015 Potrero Grande, Monterey Park, California
(Reference Figure 1, Project Location Map; and Figure 2, Project Site Aerial Map.)

Legal Description:
Assessor Parcel: 5276-018-003
5. Project sponsor's name and address: The Olson Company
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
Contact: John Reischl, Director of Development
(562)370-9311
6. General plan designation: Commercial
7. Zoning: Commercial Services (C-S)

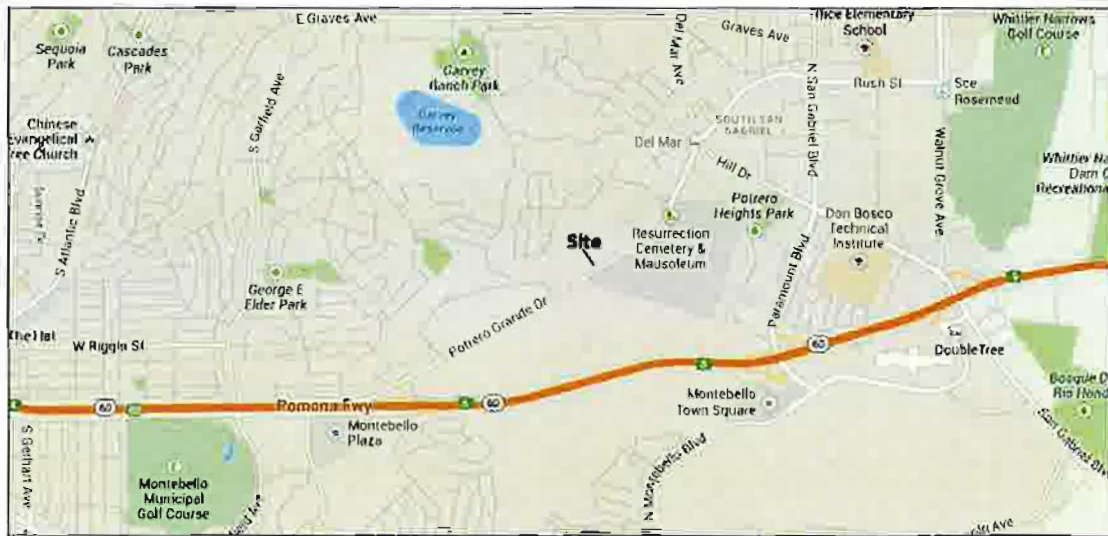


Figure 1. Project Location Map
2015 Potrero Grande Drive



Figure 2. Project Site Aerial Map
2015 Potrero Grande Drive

8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

Project Overview: The project proposes to change the land use designations for the 9.15 acre site at 2015 Potrero Grande and to subsequently develop the property with 80 residential units. The site is currently occupied by the San Gabriel Nursery and Florist and is comprised of flower growing grounds with a retail showroom, office, warehouse and ancillary facilities. The proposed land use changes include a General Plan Land Use Map amendment from Commercial to Medium Density Residential, and the Zoning Map amendment from Commercial Service to Specific Plan.

Pursuant to Monterey Park Municipal Code ("MPMC") §21.07.09021.42.0101 of the City of Monterey Park Municipal Code, the land use amendments and associated Specific Plan must be approved by a majority of those voters of the City voting on the project.

The project analyzed through this Initial Study includes these land use changes, as well as the demolition of the existing structures on the site, construction of the 80 units and ancillary site improvements and subsequent operation of the units.

Project Proposal: The proposed 80 residential units on the 9.15 acre property would result in a density of 8.7 units per acre. Of the 80 units, 40 would be traditional single family houses and 40 would be motorcourt single family houses. The traditional single family houses would be detached dwellings constructed on small "lot" easements, and would include two different floor plans approximately 1,700 to 1,900 square feet with two different lot (exclusive use area) sizes of 40 feet to 44 feet by 65 feet to 80, with the smallest lots being 2,600 square feet. The smaller house includes 3 bedrooms and the larger home includes 3 bedrooms and loft/optional bedroom. The 40 traditional single family houses would be located along the northern edge of the site. (Reference Figure 3, Project Concept Site Plan.)

The 40 motorcourt houses would be located adjacent to Potrero Grande Drive, designed to provide a transition between the street and the interior cluster of 40 single-family homes. The motorcourt houses would be single family detached dwellings, clustered around a stub alley. Motorcourt houses would also be constructed on small "lot" easements which would create three different plan types clustered around a stub alley. The motorcourt houses include 3 to 4 bedrooms of approximately 1,500 - 1,700 square feet, with a minimum lot size of 2,000 square feet.

All of the 80 houses would be two-story with two-car side by side garages.

Ingress and egress to the project would be from Potrero Grande via a gated entrance. A looped road system would provide internal access to the development and direct access to the single family houses. Alleys linking to the looped road would provide direct access to the motorcourt houses.

A total of 247 parking spaces would be provided, averaging 3 spaces per unit. Although the project proposes that the driveways of each single family house could accommodate two parked cars, the parking calculation assumes one space per single family house driveway. The parking is calculated as follows:

- Garage: 160 spaces
- Driveway: 50 spaces (1 space/drive)
- On street: 37 spaces.

Open space amenities in the project would include two Pocket Parks with a total common open space area of approximately 10,000 square feet. Shade structures, water features, barbecues, seating areas, special paving and landscape will be located in the Pocket Park areas. A homeowners' association (HOA) to be established by the project would maintain the Pocket Parks. The project proposes to begin construction in 2014 with completion in 2016.



Figure 3. Project Concept Site Plan

9. Surrounding land uses and setting: Briefly describe the project's surroundings: (References Figures 4-11, Photos of Surrounding Areas.)

NORTH: Directly to the north of the site is a Southern California Edison (SCE) easement with electric transmission poles and lines; then detached single-family residential houses.

SOUTH: Directly to the south of the site is Potrero Grande Drive; then the Resurrection Catholic Cemetery and the Montebello SCE service center which are both within the incorporated boundaries of the City of Montebello.

EAST: To the east and northeast of the site is a variety of property uses, including Rigoli Dry Ice Company, Public Storage warehouses, vacant light industrial warehouse, a commercial strip mall; then multifamily and single family detached residential.

WEST: To the west of the site is the SCE easement with electric transmission poles and lines.



Figure 4. Photo of Project Site Looking North



Figure 5. Photo in Project Site Looking North



Figure 6. Photo from Project Site Looking South toward Cemetery



Figure 7. Photo from Potrero Grande Looking South toward SCE Service Center



Figure 8. Photo from Potrero Grande Looking North toward Public Storage East of Site



Figure 9. Photo from Potrero Grande Looking North toward Commercial Strip Mall East of Site



Figure 10. Photo from Project Site Looking West toward SCE Transmission Easement



Figure 11. Photo from Potrero Grande Looking North at SCE Transmission Easement West of Site

10. Project Site Conditions:

A Phase I Site Assessment for the site indicates that the site's agricultural use dates back to at least 1927.¹ The site was purchased by the current owner's family by 1958 and developed into a nursery with several structures including two small houses, maintenance shed, and a storage shed for pesticides/fertilizer/equipment in the northern central portion of the site. In addition, greenhouses were constructed throughout the site to support the floral growing operations. The nursery and all of its structures were developed into its present day use by at least 1989. Current facilities include flower growing grounds, a retail showroom, office, shipping and handling warehouse, greenhouses, maintenance shed, chemical storage shed, tool shed and water pump station. (Reference Figure 4, Photo of Project Site Looking North; Figure 5, Photo in Project Site Looking North; and Figure 12, Existing Site Conditions Site Plan.)



Figure 12. Existing Site Conditions Site Plan

¹ A Phase I Site Assessment for the site, *Phase I Environmental Site Assessment San Gabriel Nursery & Florists 2015 Potrero Grande Drive Monterey Park, California* prepared by Gannett Fleming, February 21, 2013; available at City of Monterey Park Community Development Department office.

11. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.) None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a 'Potentially Significant Impact' as indicated by the checklist on the following pages.

- | | | |
|---|--|--|
| ☐ Aesthetics | ☐ Agriculture/Forest Res. | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology/Soils |
| ☐ Greenhouse Gas | ☐ Hazards/Hazardous Mat. | ☐ Hydrology/Water Quality |
| ☐ Land Use/Planning | ☐ Mineral Resources | ☐ Noise |
| ☐ Population/Housing | ☐ Public Services | ☐ Recreation |
| ☐ Transportation/Traffic | ☐ Utilities/Service Systems | ☐ Mandatory Findings |

DETERMINATION: (To be completed by the City of Monterey Park)

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a 'Potentially Significant Impact' or 'Potentially Significant Unless Mitigated' Impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or

NEGATIVE DECLARATION, including revisions or Mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature	Date
Samantha Tewasart	City of Monterey Park Community Development Department
Printed name	Agency

ENVIRONMENTAL CHECKLIST:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS –Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The Monterey Park General Plan does not identify any scenic corridors or viewsheds within the City boundaries. No other scenic resources are identified in the General Plan. The site and surrounding areas are generally flat, with the exception of a hill located north of the site. The hill and properties north and west of the site are a SCE easement with transmission towers. (Reference surrounding site photos, Figures 4, 5, 8 and 10.) Consequently, the project would not adversely impact a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
As discussed above, the project site is not within the vicinity of a scenic corridor, including a state scenic highway. Consequently, the project would not substantially damage scenic resources within a state scenic highway.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
As depicted In Figures 4 and 5, the project site is currently developed as nursery. The areas adjacent to the project site are a mix of SCE easement, commercial uses, cemetery and SCE service center. The project would replace the nursery with 80 single family houses. As depicted in Figure 3, the concept site plan for the project proposes landscape around and internal to the development. The Specific Plan for the project proposes a cohesive enclave through leading edge architectural and landscape design. The proposed project would not degrade the visual character or quality of the surrounding properties.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
The project would replace an existing nursery with new residential development. City conditions of approval prepared for the project include a requirement that the Developer/Owner prepare a street lighting/photometric plan for review and approval by the City Engineer. No glare producing materials are proposed as part of the project. Consequently, the project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.				
II. AGRICULTURE AND FOREST RESOURCES – Would the project:				
<i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and the forest carbon measurement methodology provided in the Forest Protocols adopted by the California Air Resources Board.</i>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
The state of California Los Angeles County Important Farmland Map 2010 does not designate the City of Monterey Park or other southeast Los Angeles County as farmland. Although the site was used for agricultural uses prior to 1958, it is currently a commercial nursery surrounded by urban land use. Consequently, the project would not convert state mapped Farmland to a non-agricultural use.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
A Phase I Site Assessment for the site indicates that the site's agricultural use dates back to at least 1927. The site was purchased by the current owner's family by 1958 and was developed into a nursery. In addition, greenhouses were constructed throughout the site to support the floral growing operations. There is no agricultural zone within the City; and no Williamson Act contracts. The project would not conflict with zoning for agricultural use or a Williamson Act contract.				
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined in Public Resources Code section 4526)				X
The project site is currently zoned for commercial use, and is located within an urbanized area of the City of Monterey Park. No forest zoning is located within the vicinity of the site or within the City. Consequently, the project would not conflict with existing zoning for, or cause rezoning of forest land.				
d) Result in loss of forest land or conversion of forest land to non-forest use?				X
The project site does not contain forest land nor is it adjacent to forest land. Consequently, the project would not result in a loss of forest land or conversion of forest land.				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X
The project site and its surrounding properties are urbanized and do not contain agricultural or forest land. The project would replace an existing commercial nursery with residential uses. Consequently, the project would not result in the conversion from Farmland to a non-agricultural use or from forest to a non-forest use.				
III. AIR QUALITY – Would the project:				
<i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.</i>				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
An Air Quality Analysis for the Potrero Grande Residential Project Residential Project, dated November 4, 2013, was prepared by Todd Brody, Principal of Synectecology. This Air Quality Analysis, contained in Appendix A, is the basis for the air quality analysis within this Initial Study. The Air Quality Analysis was based on a previous version of the project that consisted of 92 dwelling units, of which 38 were single family detached houses and 54 were two-story townhome. The 92 unit version of the project contained 12 or approximately 13.3% more units than the current project. Consequently, the Air Quality Analysis is considered a conservative assessment of the potential project impacts, and may overstate certain impacts by as much as 13.3% <u>Applicable Air Quality Policies:</u> The City of Monterey Park is within the South Coast Air Basin (SCAB), which is bounded by the Pacific Ocean to the south and west and mountains to the north and east. Air quality in the South Coast Air Basin is managed by the South Coast Air Quality Management District (SCAQMD). The SCAQMD and the Southern California Association of Governments (SCAG) are the agencies responsible for preparing the Air Quality Management Plan (AQMP) for the SCAB. Since 1979, a number of AQMPs have been prepared. The AQMP was designed to comply with State and federal requirements, reduce the high level of pollutant emissions in the SCAB, and ensure clean air for the region through various control measures. On December 7, 2012, the SCAQMD adopted the 2012 Air Quality Management Plan. The purposes of the 2012 AQMP for the SCAB are to set forth in a comprehensive and integrated program that will lead the SCAB into compliance with the federal 24-hour (most fine particulate				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
matter) PM2.5 air quality standard, to satisfy the planning requirements of the federal Clean Air Act, and to provide an update to the SCAB's commitments towards meeting the federal 8- hour ozone standards. All projects constructed in the SCAB are subject to the standard SCAQMD rules. SCAQMD Rule 403 sets requirements for dust control associated with grading and construction activities, and is relevant to this project. Compliance with Rule 403 provisions is mandatory and as such, does not constitute mitigation under CEQA. <u>Project Compliance with Air Quality Plan:</u> CEQA requires that projects be consistent with the AQMP. A consistency determination plays an essential role in local agency project review by linking local planning and unique individual projects to the AQMP in the following ways: (1) it fulfills the CEQA goal of fully informing local agency decision-makers of the environmental costs of the project under consideration at a stage early enough to ensure that air quality concerns are fully addressed; and (2) it provides the local agency with ongoing information assuring local decision-makers that they are making real contributions to clean air goals contained in the AQMP. Because the AQMP is based on projections from local general plans, projects that are consistent with the local general plan are considered consistent with the air quality management plan. Because the project proposes an amendment to the Land Use Map of the General Plan, a consistency analysis is required. Air quality impacts from the project would be caused by demolition of existing structures and paving and landscape; grading; construction of new buildings, paving and landscape; vehicular travel by future residents, and project building heating and electrical systems. Demolition would include removal of approximately 7,456 square feet of existing structures and approximately 15,000 square feet of existing paving. Construction would include development of the 80 houses and ancillary paving and landscaping. Vehicular traffic from the 92 unit version of the project would result in approximately 676 daily trips, with 52 trips produced in the A.M. peak hour and 66 trips produced in the P.M. peak hour on a "typical" weekday (reference Transportation/Traffic Section #XVI, below). In contrast, the existing nursery is estimated to generate 587 daily trips with 14 trips produced in the A.M. peak hour and 39 trips produced in the P.M. peak hour on a "typical" weekday. Accordingly, the project would result in a net increase of 89 daily trips with 38 trips produced in the A.M. peak hour and 27 trips produced in the P.M. peak hour on a "typical" weekday.² As shown in Tables 1, Comparison of Projected Construction Emissions to Daily SCAQMD Thresholds, and 2, Daily Operational Emissions below, neither the construction nor the operation of the project are projected to exceed the daily threshold values suggested by the SCAQMD. Additionally, the project would not result in significant localized air quality impacts. Finally, the project will go beyond the Code of California Regulations Title 24 requirements for energy efficiency and will be LEED-certified reducing greenhouse gas emissions (reference Greenhouse				

² Potrero Grande Residential Project An Olson Company Residential Subdivision in Monterey Park, California, Traffic Impact Study, October 2013; and contained in Appendix C of this Initial Study.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Gas Emissions discussion in Section #VII, below). As such, the project is consistent with the goals of 2012 AQMP and, in that respect, does not present a significant air quality impact.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
CEQA inquires as to whether a project would violate any air quality standard or contribute substantially to an existing or projected air quality violation. A violation could occur over the short-term during project construction, or over the long-term during its subsequent operation. Each is addressed below. <u>Short-Term Impacts:</u> Project construction raises localized ambient pollutant concentrations. Construction air quality impacts are considered significant if they exceed any of the following thresholds that have been established by SCAQMD to measure construction emissions. Each of the thresholds represents a daily maximum of acceptable pollutant emissions during the construction period³: • 75 pounds per day for ROG • 100 pounds per day for NOx • 550 pounds per day for CO • 150 pounds per day for PM10 • 55 pounds per day for PM2.5 • 150 pounds per day of SOx Construction related air quality impacts occur during demolition, site preparation, and construction activities associated with the project. Major sources of emissions during construction include exhaust emissions, fugitive dust generated as a result of soil and material disturbance during demolition, site preparation, and grading activities, and the emission of ROG's during the painting of the structures. As noted, the project involves the demolition of the existing commercial nursery use facilities and the subsequent construction of 80 residential units. The CalEEMod computer model allocates the demolition and construction over 246 working days.⁴ Construction is assumed to begin December 2014 and take approximately 2 years to complete. As noted above, SCAQMD's Rule 403 governs fugitive dust emissions from construction projects. This rule sets forth a list of control measures that must be undertaken for all construction projects to ensure that no dust emissions from the project are visible beyond the property boundaries. These control measures include: soil stabilizers shall be applied to unpaved roads; ground cover				

³ ROG (reactive organic gases); NOx (oxides of nitrogen); CO (carbon monoxide); PM-10 (respirable 10-micron diameter particulate matter); PM-2.5 (respirable 2.5-micron diameter particulate matter); SOx (oxides of sulfur).

⁴ California Emissions Estimator Model (CalEEMod Version 2013.2.2) recommended by SCAQMD for CEQA related air quality analyses.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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shall be quickly applied in all disturbed areas; and the active construction site shall be watered twice daily. The project Air Quality Analysis (Appendix A) assumes the use of mandatory Rule 403 measures.

Table 1, *Comparison of Projected Construction Emissions to Daily SCAQMD Thresholds*, summarizes the daily emissions projected for site construction, by highest estimated daily emissions, including grading, trenching, paving, building and coatings. As shown in Table 1, all emissions are well under their respective criteria levels and their impact would be less than significant.

Table 1 COMPARISON OF PROJECTED CONSTRUCTION EMISSIONS AND DAILY CRITERIA VALUES (pounds/day)										
Source	ROG	NOx	CO	SO ₂	PM ₁₀ Dust	PM ₁₀ Exhaust	PM ₁₀ Total	PM _{2.5} Dust	PM _{2.5} Exhaust	PM _{2.5} Total
Demolition										
Off Road Diesel	4.50	48.43	36.04	0.04	0.07	2.45	2.52	0.01	2.28	2.29
Hauling	0.28	1.97	1.49	0.00	0.10	0.03	0.14	0.03	0.03	0.06
Worker Trips	0.41	0.10	1.15	0.00	0.17	0.00	0.17	0.04	0.00	0.05
Totals	5.19	50.50	38.68	0.04	0.34	2.48	2.83	0.08	2.31	2.40
Site Preparation										
Off Road Diesel	5.26	56.84	42.59	0.04	3.66	3.09	6.75	2.01	2.84	4.85
Worker Trips	0.49	0.12	1.38	0.00	0.20	0.00	0.20	0.05	0.00	0.06
Totals	5.75	56.96	43.97	0.04	3.86	3.09	6.95	2.06	2.84	4.91
Grading										
Off Road Diesel	3.83	40.38	26.65	0.03	1.33	2.33	3.66	0.68	2.14	2.82
Worker Trips	0.41	0.10	1.15	0.00	0.17	0.00	0.17	0.04	0.00	0.05
Totals	4.24	40.48	27.80	0.03	1.50	2.33	3.83	0.72	2.14	2.87
Building Construction										
Off Road Diesel	3.66	30.00	18.73	0.03	0.00	2.11	2.11	0.00	1.99	1.99
Vendor Trips	0.19	1.01	1.33	0.00	0.06	0.02	0.08	0.02	0.02	0.03
Worker Trips	1.44	0.36	4.05	0.01	0.59	0.01	0.60	0.16	0.01	0.16
Totals	5.29	31.37	24.11	0.04	0.65	2.14	2.79	0.18	2.02	2.18
Asphalt Paving										
Off Road Diesel	2.09	22.39	14.82	0.02	0.00	1.26	1.26	0.00	1.16	1.16
Worker Trips	1.35	0.33	3.68	0.01	0.59	0.01	0.60	0.16	0.01	0.16
Asphalt Totals	3.44	22.72	18.50	0.03	0.59	1.27	1.86	0.16	1.17	1.32

				Potentially Significant Impact		Less Than Significant With Mitigation Incorporation		Less Than Significant Impact		No Impact
Coating										
Off-Gas	62.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Off Road Diesel	0.37	2.37	1.88	0.00	0.00	0.20	0.20	0.00	0.20	0.20
Worker Trips	0.28	0.07	0.76	0.00	0.12	0.00	0.12	0.03	0.00	0.03
Coating Totals	63.30	2.44	2.64	0.00	0.12	0.20	0.32	0.03	0.20	0.23
Daily Threshold	75	100	550	150	→	→	150	→	→	55
Notes: The CalEEMod model projects summer and winter emissions and the higher of the two values was included in the table.										

Long-Term Impacts:

Long-term or operational project emissions are caused by mobile emissions from truck and passenger vehicle traffic, and stationary source emissions from project building heating and electrical systems. Additionally, the residential structures would be maintained and this requires repainting over time, thus resulting in the release of additional VOC (ROG) emissions. Residents within the future dwellings could use consumer aerosol products, such as cleaners. Also, project landscape would require maintenance and mechanized landscape equipment such as lawn mowers and leaf blowers produces emissions.

These air quality impacts are considered significant if they exceed any of the following thresholds that are established by SCAQMD to measure long-term or operational emissions. Each of the thresholds represents a daily maximum of acceptable pollutant emissions:

- 55 pounds per day of ROG
- 55 pounds per day of NOx
- 550 pounds per day of CO
- 150 pounds per day of PM10
- 55 pounds per day of PM2.5
- 150 pounds per day of SOx

The resultant operation emissions are summarized in Table 2, Daily Operational Emissions. All emissions are below their respective threshold values and the impact would be less than significant.

Table 2 COMPARISON OF PROJECTED DAILY OPERATIONAL EMISSIONS AND DAILY CRITERIA VALUES (pounds/day)						
Source	ROG	NOx	CO	SO ₂	PM ₁₀	PM _{2.5}
Existing Nursery						

		Potentially Significant Impact		Less Than Significant With Mitigation Incorporation		Less Than Significant Impact		No Impact	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing	Mobile Sources	6.84	5.96	24.84	0.05	3.41	0.97		
	Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00		
	Structural Maintenance	0.05	0.00	0.00	0.00	0.00	0.00		
	Consumer Products	0.15	0.00	0.00	0.00	0.00	0.00		
	Landscape Maintenance	0.00	0.00	0.00	0.00	0.00	0.00		
	Operational Total	7.04	5.96	24.84	0.05	3.41	0.97		
	Proposed Residential								
	Mobile Sources	9.47	8.14	31.77	0.07	5.01	1.42		
	Natural Gas	0.05	0.04	0.18	0.00	0.03	0.03		
	Structural Maintenance	0.34	0.00	0.00	0.00	0.00	0.00		
	Consumer Products	3.17	0.00	0.00	0.00	0.00	0.00		
	Hearth	24.11	0.61	46.24	0.07	7.03	7.03		
	Landscape Maintenance	0.24	0.09	7.70	0.00	0.04	0.04		
	Operational Total	37.38	8.88	85.89	0.14	12.11	8.52		
	Net Increase								
	Mobile Sources	2.63	2.18	6.93	0.02	1.60	0.45		
	Natural Gas	0.05	0.04	0.18	0.00	0.03	0.03		
	Structural Maintenance	0.29	0.00	0.00	0.00	0.00	0.00		
	Consumer Products	3.02	0.00	0.00	0.00	0.00	0.00		
	Hearth	24.11	0.61	46.24	0.07	7.03	7.03		
	Landscape Maintenance	0.24	0.09	7.70	0.00	0.04	0.04		
	Net Increase Total	30.34	2.92	61.05	0.09	8.70	7.55		
	Threshold	55	55	550	150	150	55		
	Exceeds Threshold?	No	No	No	No	No	No		
	Notes: The CalEEMod model projects summer and winter emissions. These differ for mobile sources and the higher of the two values were included in the table.								
							X		

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
emissions which exceed quantitative thresholds for ozone precursors)?				
In accordance with SCAQMD methodology, projects that do not exceed or can be mitigated to less than the daily threshold values do not add significantly to a cumulative impact. As shown in Tables 1 and 2, criteria pollutants are all within the recommended SCAQMD threshold levels and this impact is less than significant.				
d) Expose sensitive receptors to substantial pollutant concentrations?				X
Localized air pollutant impacts to sensitive receptors include both short-term and long-term impacts. <u>Short-term Localized Air Pollution Impacts:</u> Project construction can create short-term impacts by raising localized ambient pollutant concentrations which impact sensitive receptors, such as residents or students at nearby land uses. The most proximate sensitive receptor to the project site is the senior housing located to the east at a distance of about 350 feet. These residents are separated from the site by the intervening retail uses. Residents along Holly Oak are about 375 feet from the site boundary. In the case of CO, SCAQMD thresholds show that potential impacts occur when emission values of 1,113 to 1,554 pounds per day are within 100 meters (328 feet) of sensitive receptors. For NOx, SCAQMD thresholds show that potential impacts occur when emission values of 96 to 126 pounds per day are within 100 meters of sensitive receptors. As shown in Table 1, during the peak emission site preparation phase, the Air Quality Analysis calculates emissions from project construction at 42.59 and 56.84 pounds per day for CO and NOx, respectively. Consequently, construction emissions would not create localized impacts for these pollutants. In the case of PM10, SCAQMD thresholds show that potential impacts occur when emission values of 29 to 37 pounds per day are within 100 meters of sensitive receptors. The threshold for PM2.5 with receptors at 50 meters is 9 to 12 pounds per day. As shown in Table 1, the Air Quality Analysis calculates particulate emissions from project construction at 6.75 pounds per day for on-site PM10 and at 4.85 pounds per day for on-site PM2.5. Consequently, construction emissions of these particulates also would not create localized impacts. <u>Long-Term Localized Air Pollution Impacts:</u> Long-term localized air pollution impacts from a residential project are typically associated with vehicle emissions. CO is the criteria pollutant that is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere. In the past, areas of vehicle				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
congestion had the potential to create "pockets" of CO called "hot spots." However, the SCAB has now been designated as an Attainment area of both the State and federal CO standards, and no hot spots have been reported in the project area in more than the last 5 years. CO is no longer a localized pollutant of concern near roadways. Furthermore, the project would add just 38 new trips during the A.M. peak hour and 27 trips during the PM peak hour and these trips would not add measurably to local CO levels in the project area.				
e) Create objectionable odors affecting a substantial number of people?				X
Project construction would involve the use of heavy equipment creating exhaust pollutants from on-site earth movement and from equipment bringing concrete and other building materials to the site. These types of construction odors are typically confined to the immediate vicinity of the equipment itself. By the time such emissions reach any receptor sites away from the project site, they will be diluted to well below any level of air quality concern. Any exposure of the general public to common construction odors would be of short duration and not significant. Operational odors associated with residential uses typically include cooking and vehicle use. These odors would be nominal, and consistent with existing site uses. Consequently, project impacts relative to odors would not be significant.				
IV.BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
Figure R-1 of the General Plan identifies Open Space areas in the City which consist of parks, a golf course and former landfill. No native habitat areas occur in the City. The project site, which is currently developed with a commercial uses, is surrounded by urban uses and is not identified				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
as an area containing native or sensitive species. Consequently, the project would not cause a substantial adverse effect, either directly or through habitat modifications, on a sensitive species.				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?				X
The project site, which is currently developed, is surrounded by urban uses. Existing vegetation on the site consists of non-native shrubs and potted ornamental plants. The project site does not contain any riparian habitat or other identified sensitive natural community. Consequently, the project would not cause a substantial adverse effect on a sensitive natural community or habitat.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
As discussed above, the project site is developed with urban uses. It does not contain a wetland. Consequently, the project would not cause a substantial adverse effect on federally protected wetlands.				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
As discussed above, the project site does not contain identified native or sensitive species, riparian or sensitive habitats or wetlands. The site is surrounded by urban land uses. Consequently, the site does not serve as a wildlife corridor or wildlife nursery site and would not cause substantial interference with wildlife areas.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The City of Monterey Park does not contain biological resources and the City General Plan does not contain policies protecting biological resources. MPCC §9.63.030 protects City park and street trees. But the City does not have an ordinance protecting native trees. Only ornamental trees occur on the project site. Consequently, the project would not conflict with local policies or ordinances protecting biological resources or trees.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
The City of Monterey Park does not contain natural habitat areas. No Habitat Conservation areas occur within the City. The project site does not contain identified biological resources and is not listed on a regional or state conservation plan. Consequently, the project would not conflict with provisions of an adopted Habitat Conservation Plan or Natural Community Conservation Plan.				
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
CEQA Guidelines §15064.5 defines “historic resources” as resources listed in the California Register of Historical Resources, or determined to be eligible by the California Historical				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Resources Commission for listing in the California Register of Historic Resources.⁵ The criteria for eligibility are generally set by the Historic Sites Act of 1935, which established the National Register which recognizes properties that are significant at the national, state and local levels. To be eligible for listing in the National Register, a district, site, building, structure, or object must possess integrity of location, design, setting, materials, workmanship, feeling and association relative to American history, architecture, archaeology, engineering, or culture.⁶ In addition, unless the property possesses exceptional significance, it must be at least 45 years old to be eligible. The Phase I Site Assessment indicates that the existing nursery retail/office building on the site was constructed in 1989, 24 years ago. The maintenance shed and storage building on the site dates back to 1946 when the site appears to have been used primarily for agricultural purposes. Although the shed and storage building were constructed more than 45 years ago, the shed and storage building are not associated with a significant event in American history, architecture, archaeology, engineering, or culture. The structures are not in a designated historic district. Historical resources within the City of Monterey Park include the Monterey Park Historical Society, located at 781 S. Orange Avenue, about a mile north of the project site, and the State of California's designated historical resources, Jardin del Encanto located at 700 El Mercado Avenue, approximately 4 miles northwest of the project site.⁷ The proposed residential development would not affect these existing historical resources. Consequently, the project would not result in impacts to a historical resource.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
Because the project site is currently developed and the project does not propose extensive excavation such as would occur with subterranean parking, there is limited potential for uncovering archaeological resources during project grading activities. The Final Environmental Impact Report for the Monterey Park General Plan did not include a discussion of cultural resources because they were determined to be less than significant in the General Plan Initial Study. Consequently, there is no evidence that the project would cause a substantial change in archaeological resources.				
c) Directly or indirectly destroy a unique paleontological				X

⁵ See also, Public Resources Code Section § 5020.1(j)

⁶ Guidelines for Completing National Register Forms, National Register Bulletin 16, U.S. Department of the Interior, National Park Service, September 30, 1986 ("National Register Bulletin 16").

⁷ Information regarding Jardin del Encanto obtained from the City of Monterey Park website (www.ci.monterey-park.ca.us/); accessed October 25, 2013.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
resource or site or unique geologic feature?				
Because the project site is currently developed and the project does not propose extensive excavation of the project site, there is limited potential for uncovering paleontological resources during project grading activities. Although the project proposes grading, it does not propose subsurface excavation such as that necessary to accommodate a subterranean garage or basement. The site is generally flat and does not contain a unique geologic resource. Consequently, it is unlikely that the project would destroy a paleontological resource or unique geologic resource, and potential project impacts to these cultural resources would not be significant.				
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
The project site has been disturbed and human remains are not known to exist on the project site. The Resurrection Cemetery is located across Potrero Grande immediately south of the project site. Although no human remains are known to exist outside the cemetery, should human remains be found during construction, Health and Safety Code requires that the discovery be reported to the county coroner and all activities on the site must cease until the coroner allows activity to continue (Health and Safety Code §7050.5–7055). All construction activities on the site would be required to follow these regulations established by applicable law. Consequently, project impacts relative to disturbance of human remains would be less than significant.				
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a			X	

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
known fault? Refer to Division of Mines and Geology Special Publication 42.				
Monterey Park is within the seismically active region of the Los Angeles Basin. According to the Safety and Community Services Element of the General Plan, no active faults have been identified at the ground surface within City limits, nor have any Alquist-Priolo Earthquake Fault zones been designated. However, the City overlies the Puente Hills thrust, the Elysian Park Earthquake faults thrust, and the East Los Angeles thrust. These thrusts are blind thrust faults that do not intercept the ground surface and therefore cannot be detected visually. A seismic event within the region could impact Monterey Park and the proposed project. To address these potential impacts, conditions of approval prepared for the project require the Developer/Owner to provide a geological and geotechnical for review and approval by the City before it issues grading permits. Project construction must then comply with the requirements of the approved geotechnical report and California Building Code. Compliance with these measures is expected to mitigate potential adverse impacts from an earthquake. Consequently, project impacts related to rupture of a known earthquake fault would be less than significant.				
ii) Strong seismic ground shaking?			X	
As discussed above, the project could be affected by a future seismic event. Compliance with the requirements of an approved geotechnical report and California Building Code is expected to mitigate potential adverse impacts from an earthquake. Consequently, project impacts related to strong seismic ground shaking would be less than significant.				
iii) Seismic-related ground failure, including liquefaction?				X
Liquefaction occurs when ground water is forced out of the pores of soil as it subsides. This excess water momentarily liquefies the soil, causing an almost complete loss of strength. If this layer is at the surface, its effect is much like that of quicksand for any structure located on it. If the liquefied layer is in the subsurface, the material above it may slide laterally depending on the confinement of the unstable mass. According to the Safety and Community Services Element of the General Plan, hillsides in Monterey Park have experienced slope failure due to earthquakes. In particular, steep hill slopes along Abajo Drive failed as a result of the 1987 Whittier Earthquake. Abajo Drive is located approximately 4 miles northwest of the project site. However, liquefaction does not generally				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
represent a hazard in Monterey Park because groundwater levels are low. According to Figure SCS-3, Landslides and Liquefaction Hazard Zones, of the General Plan, the project site is not identified as susceptible to liquefaction. Consequently, the project would not expose people or structures to substantial adverse risks associated with landslides.				
iv) Landslides				X
Landslides often occur during or after strong earthquakes. According to General Plan Figure SCS-3, Landslides and Liquefaction Hazard Zones, landslide hazards occur predominantly in the northern portion of the City. The project site is not identified as susceptible to landslides. Because of these site conditions, the project would not expose people or structures to substantial adverse risks associated with landslides.				
b) Result in substantial soil erosion or the loss of topsoil?				X
The site generally slopes to the southwest. The concept grading plan prepared for the project proposes a series of retaining walls along northern perimeter to allow for proper drainage of the site and to maintain the grade of adjacent properties. The concept drainage plan for the project proposes that all site drainage flow along the surface of the internal Private Drives into proposed private drain lines and be collected into infiltration drywells spread throughout the site. Runoff flows that are not infiltrated will be collected in a series of proposed private catch basins on-site. Secondary overflow into Potrero Grande Drive will provide relief in a major storm and keep this drainage in the existing drainage basin. The drainage system will meet the requirements of a Water Quality Management Plan (WQMP) to be approved by the City. The WQMP must demonstrate that the project will implement Best Management Practices (BMPs) to retain and filter storm water on-site. Consequently, project impacts related to substantial soil erosion would not be significant.				
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
As discussed above, compliance with the requirements of an approved geotechnical report and California Building Code is expected to mitigate potential adverse impacts from geologic events				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
related to seismic activities. The project site is not susceptible to landslides or liquefaction. Consequently, project impacts related to unstable soils would not be significant.				
d) Be located on expansive soil, as defined in Table 18- 1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
Geologic formations underlying the City consist largely of ancient marine and river deposits characterized by sandy and clay-like soils. These soil types do not pose any significant development constraints except in the hillside areas of the City. The project site is not in a hillside area and is not susceptible to liquefaction or landslides. Potential sandy or clay soils that could occur on the project site would be mitigated through compliance with the requirements of an approved geotechnical report and California Building Code. Consequently, project impacts related to expansive soils would be less than significant.				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The project would replace an existing commercial nursery facility with a residential use, and would construct a private sewer system within the internal streets that would connect to an existing 8-inch public sewer main located in Potrero Grande Drive. The project would not use septic tanks or an alternative waste water disposal system.				
VII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
To provide guidance to local lead agencies on determining significance for greenhouse gas (GHG) emissions in their CEQA documents, the SCAQMD has convened a GHG CEQA Significance Threshold Working Group. The SCAQMD is in the process of establishing a threshold for GHG emissions to determine a project's regional contribution toward global climate change impacts for				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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California. On December 5, 2008, SCAQMD adopted a threshold of 3,000 metric tons (Mtons) of CO₂e per year for residential and commercial projects for which it is the lead agency under CEQA.

Construction

Construction activities would consume fuel and result in the generation of greenhouse gases. The Air Quality Analysis, Appendix A, calculated construction CO₂e emissions using the CalEEMod computer model.⁸ As shown in Table 3, Construction-Related Greenhouse Gas Emission By Year, all emissions are within the threshold value and the impact is less than significant.

Table 3 CONSTRUCTION-RELATED GREENHOUSE GAS EMISSION BY YEAR (Mtons/year) ⁹				
Year	CO ₂ ¹	CH ₄	N ₂ O	Total CO ₂ e
2014	433.43	0.09	0.00	433.52
2015	56.62	0.01	0.00	56.63
Threshold	---	---	---	3,000
Exceeds Threshold?	---	---	---	No
¹ Because different gases have different conversion factors, totals may not equal.				

Site Operations

The proposed project design includes a number of greenhouse gas emission reduction design features. The project is to be LEED certified and the Developer/Owner proposes to exceed California Code of Regulations Title 24 requirements by at least 15 percent.

In the case of site operations, the majority of greenhouse gas emissions, and specifically CO₂, is due to vehicle travel and energy consumption. As shown in Table 4, Yearly Operational Greenhouse Gas Emissions, CalEEMod projects that combined, mobile, area source, energy, waste, and water conveyance generates 1,440.26 Mtons of CO₂e on an annual basis. This value is under the suggested threshold of 3,000 Mtons per year and the impact is less than significant.

⁸ California Emissions Estimator Model (CalEEMod Version 2013.2.2) recommended by SCAQMD for CEQA related air quality analyses.

⁹ As defined in the Health & Safety Code §38505, greenhouse gases include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). CO₂e stands for carbon dioxide equivalency, and is a quantity that describes, for a given mixture and amount of greenhouse gas, the amount of CO₂ that would have the same global warming potential (GWP) of all the GHG gases involved.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact																																																		
Table 4 YEARLY OPERATIONAL GREENHOUSE GAS EMISSIONS (Mtons/year) <table> <tr> <th>Source</th><th>CO2</th><th>CH4</th><th>N2O</th><th>Total CO2e¹</th></tr> <tr> <td>Mobile Sources</td><td>928.05</td><td>0.04</td><td>0.00</td><td>928.88</td></tr> <tr> <td>Energy</td><td>373.26</td><td>0.01</td><td>0.00</td><td>374.38</td></tr> <tr> <td>Area</td><td>30.10</td><td>0.03</td><td>0.00</td><td>30.95</td></tr> <tr> <td>Water Use</td><td>68.76</td><td>0.20</td><td>0.00</td><td>74.42</td></tr> <tr> <td>Waste Disposal</td><td>14.11</td><td>0.83</td><td>0.00</td><td>31.63</td></tr> <tr> <td>Operational Total</td><td>1,414.28</td><td>1.11</td><td>0.01</td><td>1,440.26</td></tr> <tr> <td>Threshold</td><td>---</td><td>---</td><td>---</td><td>3,000</td></tr> <tr> <td>Exceeds Threshold?</td><td></td><td></td><td></td><td>No</td></tr> <tr> <td colspan="5"> Notes: Includes 15% energy reduction for exceedance of California Code of Regulations Title 24 construction standards but does not include any reductions for LEED-certification or energy efficient design. ¹ Because different gases have different conversion factors, totals may not equal. </td></tr> </table>	Source	CO2	CH4	N2O	Total CO2e ¹	Mobile Sources	928.05	0.04	0.00	928.88	Energy	373.26	0.01	0.00	374.38	Area	30.10	0.03	0.00	30.95	Water Use	68.76	0.20	0.00	74.42	Waste Disposal	14.11	0.83	0.00	31.63	Operational Total	1,414.28	1.11	0.01	1,440.26	Threshold	---	---	---	3,000	Exceeds Threshold?				No	Notes: Includes 15% energy reduction for exceedance of California Code of Regulations Title 24 construction standards but does not include any reductions for LEED-certification or energy efficient design. ¹ Because different gases have different conversion factors, totals may not equal.								
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b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?			X																																																			
In 2005, in recognition of California's vulnerability to the effects of climate change, Governor Schwarzenegger established Executive Order S-3-05, which sets forth a series of target dates by which statewide emission of greenhouse gas would be progressively reduced, as follows: • By 2010, reduce greenhouse gas emissions to 2000 levels; • By 2020, reduce greenhouse gas emissions to 1990 levels; and • By 2050, reduce greenhouse gas emissions to 80 percent below 1990 levels. In 2006, California passed the California Global Warming Solutions Act of 2006 (Health and Safety Code Division 25.5, §§ 38500, et seq.), which requires the California Air Resources Board (CARB) to design and implement emission limits, regulations, and other measures, such that feasible and cost-effective statewide greenhouse gas emissions are reduced to 1990 levels by 2020 (representing an approximate 25 percent reduction in emissions).																																																						

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Like air quality impacts, projects that generate de minimus levels (i.e., less than 3,000 Mtons per year) and don't result in a significant impact or can be mitigated to less than significant would be deemed to be in compliance of the local policies with respect to GHG. <u>Construction:</u> As demonstrated above, the worst-case construction year is estimated to average about 435.38 Mtons of CO₂e. This value is below the 3,000-Mton threshold value and the cumulative impact to climate change is less than significant. Consequently, construction would not conflict with existing plans and policies. <u>Site Operations:</u> As discussed above, the project would be LEED-certified and exceed California Code of Regulations Title 24 requirements for insulation. As indicated above, based on the CalEEMod emissions model, even without the inclusion of any "greening" measures, the project represents an increase of 290.22 Mtons of CO₂e on an annual basis and is less than the 3,000-Mton per year threshold suggested by the SCAQMD. Consequently, the impact is less than significant.				
VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		

The proposed residential uses would not involve the transport, use or disposal of hazardous materials. However, to assess potential on-site hazardous materials due to past or current materials or uses on the site, Gannett Fleming prepared a Phase I Environmental Site Assessment (ESA) and Phase II ESA, both dated February 21, 2013. These Phase I and II ESAs are available at the City Community Development Department offices, and are the basis for the hazardous materials analysis within this Initial Study.

As required by American Society for Testing and Materials (ASTM) E 1527-05, the ESAs identified all obvious uses of the site from the present, back to the property's first developed use, or back to 1940, whichever is earlier. Records back to 1927 indicate that the site was originally used for agriculture. The site was purchased by the current owner's family by 1958 and was developed into a nursery with several structures including a couple small houses, maintenance shed, and a storage shed for pesticides/fertilizer/equipment in the northern central portion of the site. In addition, greenhouses were constructed throughout the site to support the floral growing operations. The nursery and all of its structures were developed into its present day use by at least 1989 with the construction of the retail/office building at the northeastern portion of the site. Residential houses previously located next to the maintenance shed were demolished approximately five years. (Reference Figure 12, Existing Site Conditions.)

To support the nursery's operations, the site previously had a 1,000-gallon gasoline underground storage tank (UST). The date of the UST installation is unknown. In January 1988, the UST and surrounding impacted soil was removed and UST closure was granted from the Los Angeles County Department of Public Works (LACDPW). Soil samples collected from two feet beneath the tank contained total petroleum hydrocarbons (TPH) at a concentration of 150 parts per million (ppm). Due to the elevated concentrations of TPH, excavation of TPH contaminated soil was performed to a depth of 17 feet below ground surface (bgs) where soil no longer exhibited visual or olfactory evidence of contamination. Additional soil sampling was performed from the bottom of the excavation and from each of the pit walls at a depth of 12 feet bgs. The samples contained TPH concentrations of 4 ppm or less, except for the sample collected from the southern wall which contained a TPH concentration of 250 ppm. Further excavation was halted due to the excavation's proximity to a subsurface natural gas pipeline and proximity to the adjacent road.

The UST was replaced with a 4,000-gallon gasoline UST installed in March 1988 and later removed in January 2004. This UST was located north of a concrete slab in between the maintenance shed and greenhouses. Soil samples were collected from two feet beneath both ends of the UST and beneath the dispenser. Soil samples were analyzed for TPH-gasoline, TPH-diesel, ethanol/methanol, and volatile organic compounds (VOCs). Field observations and analytical results conducted at the time of the removal indicated that the soil was not impacted from gasoline or diesel and that no unauthorized release or leak from the 4,000-gallon UST was observed. According to reconnaissance conducted as part of the Phase I ESA, LACDPW UST staff is in the process of preparing a "No Further Action" letter for the UST removal in 2004.

The Phase II ESA conducted 18 soil borings of the site to evaluate potential pesticide and arsenic impacts in general accordance to the Department of Toxic Substances Control (DTSC) Interim Guidance for Sampling Agricultural Properties dated August 7, 2008 (DTSC, 2008). In addition, the former USTs and current oil storage area were also investigated consisting of 5 borings

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targeting the soil within the immediate vicinity of the former USTs and oil storage area. Based on the testing results of these soil samples, the Phase II investigation concludes the following: - The use of pesticides at the site has resulted in the presence of elevated concentrations of organochlorine pesticides¹⁰ in soil, at levels exceeding their respective screening levels. The organochlorine pesticide impacts are generally limited to the top 2 feet of soil, with the exception of soil near the maintenance shed where the pesticide was detected above the screening level at a depth of 2 feet bgs. - Although evidence of TPH impacts from the former 1,000 gallon UST were identified, the TPH concentrations were far below Maximum Screening Levels (MSLs) and no further action or investigation is necessary. - No VOCs or metals were detected above their respective screening levels or background concentrations in the soil samples tested. Therefore, there is no environmental concern regarding VOCs or metals at the site. To address the organochlorine pesticide impacts in shallow soil, the following measures are applied to the project as Mitigation Measure HAZ-1 and HAZ-2. With inclusion of these measures, potential project impacts regarding disposal of on-site hazardous materials would be reduced to less than significant levels. <u>Mitigation Measure:</u> HAZ-1: Before the City issues any grading permit, the DTSC must approve a remediation action plan submitted by the Developer/Owner to excavate the pesticide impacted soil and bury and encapsulate it at the property beneath a layer of clean fill, under regulatory oversight. The Developer/Owner must provide documentation to the City that the DTSC has approved the remediation action plan. HAZ-2: Before the City issues any building permit, the Developer/Owner must demonstrate to the City's satisfaction that the remediation action plan was completed and organochlorine pesticides mitigated to the satisfaction of DTSC.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		

¹⁰ Organochlorine is a chlorinated hydrocarbon associated with adverse effects on human and animal health.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
The project would replace an existing commercial nursery facility with residential uses. Disposal of potential hazardous materials associated with the existing facility and past site uses is discussed above. With inclusion of Mitigation Measures HAZ-1 and HAZ-2, potential project impacts regarding disposal of on-site hazardous materials would be reduced to less than significant levels.				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
Macy Intermediate School, located at 2101 Lupine Avenue, is 1.5 miles northwest of the project site and Meher Montessori School, located at 2009 South Garfield Avenue, is 1.7 miles northwest of the project site. These are the closest schools to the project site and are outside the one-quarter mile radius. Consequently, the project would not emit hazardous emissions or handle hazardous materials within one-quarter mile of an existing or proposed school.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?		X		
The project would replace existing commercial nursery facilities with residential uses. Disposal of potential hazardous materials associated with the existing facility and past site uses is discussed above. With inclusion of Mitigation Measures HAZ-1 and HAZ-2, potential project impacts regarding disposal of on-site hazardous materials would be reduced to less than significant levels.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
hazard for people residing or working in the project area?				
El Monte Airport is a general aviation airport located 6.9 miles northeast of the project site in the City of El Monte ¹¹ . Although the aircraft overflights occur from the El Monte and other regional airports, the Monterey Park General Plan does not identify an airport safety hazard area within the City. Consequently, the project would not result in a safety hazard related to proximity to an airport.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The Southern California Edison Heliport is located 1.8 miles northeast of the project site in the City of Rosemead. The Monterey Park General Plan does not identify safety hazards associated with the SCE Heliport or other private airstrips. Consequently, the project would not result in a safety hazard related to proximity to an airstrip.				
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		
The project is an infill development that would replace an existing commercial nursery facility with residential uses. Conditions of approval prepared for the project require project sites and the proposed gated access to be designed and maintained according to Fire Department specifications. As discussed in Section #XVI Transportation/Traffic, below, Mitigation Measures TR-1 and TR-2 will ensure that project circulation, including corner sight distances and construction traffic, comply with City standards and that no significant adverse impacts occur. With these measures, potential project impacts regarding interference with emergency response or evacuation plans would be reduced to less than significant levels.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including				X

¹¹ <http://www.airnav.com/airport/EMT>; accessed October 23, 2013.

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where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				
The Project area is urbanized and is surrounded by urban land uses. The Monterey Park General Plan does not identify risk of wildland fires as a concern within the area of the Project site. Consequently, the project would not expose people or structures to risks from wildland fires.				
IX. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
The State Water Resources Control Board (SWRCB) and nine associated regional water quality control boards (RWQCBs) enforce California statutes regarding wastewater quality. Monterey Park is within the jurisdiction of the Los Angeles Regional Water Quality Control Board (LARWQCB). The LARWQCB has municipal and construction permits that control the amount of pollution in the drainage area of the Los Angeles River. During project construction, siltation and erosion may occur, potentially affecting water quality offsite. During project operation, pollution from vehicle traffic on the parking lot may be washed into the local drainage. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee, the Developer/Owner would be required to obtain a "General Construction Activity Storm Water" Permit. A condition of approval applied to the project would require the Developer/Owner to demonstrate NPDES compliance before the City issues prior to issuance of a grading permit. Upon approval of the NPDES document by the City, the Developer/Owner would be conditioned required to submit an electronic copy of the approved NPDES file, including site drawings, before the City issues prior to the issuance of a Building or Grading Permit. With implementation of this condition of approval, the project will not cause significant impacts relative to violation of water quality and waste discharge standards levels.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				
The project would replace an existing commercial nursery facility with a 92 unit residential development. The project would be conditioned to comply with NPDES provisions including the provision of a preliminary WQMP. The project will be constructed with water conservation plumbing fixtures as required by the California Building Code, efficient irrigation and low water use plant materials, and educational information to help project residents conserve water. The project water requirements are not expected to exceed the current City water supply or impact groundwater. The project would not tap into groundwater underneath or adjacent to the site. Consequently, the project would not substantially impact groundwater supplies or recharge.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
The majority of the site is utilized as growing grounds for the nursery business. Much of the topography of the site, with the exception of the northeasterly end of the property, is gently inclined to the south and southwest. Within the northeasterly end of the property, the topography rises steeply up to the flank of a small hill. Surface elevations within the site vary from approximately 430 feet above mean sea level (MSL) in the northeasterly end of the sit to approximately 375 feet above MSL in the southwesterly end of the site. There is an existing underground storm drain system along the property frontage within Potrero Grande Drive. All site drainage would flow along the surface of the internal streets into proposed private drain lines and be collected into infiltration drywells spread throughout the site. Runoff flows that are not infiltrated would be collected in a series of proposed private catch basins on-site. Secondary overflow into Potrero Grande Drive would provide relief in a major storm and keep this drainage in the existing drainage basin. The drainage system would meet the requirements of a Water Quality Management Plan (WQMP) to be approved by the City of Monterey Park. The storms drains would be maintained by the HOA.				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Conditions of approval prepared for the project require a site drainage plan to be prepared for review and approval by the City Engineer. The property drainage would be required to be designed so that the property drains to the public street or in a manner otherwise acceptable to the City Engineer. The project will not substantially alter the existing drainage pattern of the site or area or cause substantial erosion.				
d) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
The project proposes a series of onsite drainage facilities that would allow for storm drainage to be captured and filtered before entering the City storm drain system. Consequently, the project is not expected to create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.				
e) Otherwise substantially degrade water quality?				X
Required compliance with the project WQMP would regulate project impacts relative to drainage and water quality. Consequently, the project would not degrade water quality.				
f) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
Figure SCS-4 of the Monterey Park General Plan identifies flood inundation areas, which consist of the Garvey Reservoir and Laguna Basin, located north and west of the project site. The project site is not within the flood inundation area and the General Plan does not identify 100-year flood hazard areas within the City. Consequently, the project would not place housing within a 100-year flood hazard area or other delineated flood hazard area.				
g) Place within a 100-year flood hazard area structures				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
which would impede or redirect flood flows?				
The project site is not within the flood inundation area and the General Plan does not identify 100-year flood hazard areas within the City. Consequently, the project would not place structures within a 100-year flood hazard area.				
h) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
The project site is not within the flood inundation area and the General Plan does not identify 100-year flood hazard areas within the City. Consequently, the project would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.				
i) Inundation by seiche, tsunami, or mudflow?				X
The City of Monterey Park is approximately 24 miles from the Pacific Ocean and the site is approximately 375 to 430 feet above MSL sea level. Additionally, the proposed project site is not in the vicinity of any surface waters or potential mudflow sources. Consequently, the proposed project would not be exposed to impacts from seiche, tsunami, or mudflow.				
X. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?				X
The project proposes a General Plan Land Use Map amendment from Commercial to Medium Density Residential, and a Zoning Map amendment from Commercial Service to Specific Plan. Surrounding land uses include: NORTH: Southern California Edison (SCE) easement with electric transmission poles and lines; then detached single-family residential houses. SOUTH: Potrero Grande Drive; then the Resurrection Catholic Cemetery and the Montebello SCE service center which are both within the incorporated boundaries of the City of Montebello.				

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EAST: Rigoli Dry Ice Company, Public Storage warehouses, vacant light industrial warehouse, a commercial strip mall; then multifamily and single family detached residential. WEST: SCE easement with electric transmission poles and lines. Single family uses are located north of the project site and both single family and multifamily uses are located east of the site. Through the Specific Plan process, the project would create 80 single family houses, linked together through common circulation, landscape and design theme. By proposing residential development, the project would strengthen the residential character of the area. The project would not divide an established community.				
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
General Plan Compliance: The project would support a number of the Goals and Policies of the City of Monterey Park General Plan, including the following Land Use Element provisions: 5.1 Land Use Element Goal 8.0: Create a major regional-serving commercial center south of Potrero Grande Drive, north of the Pomona Freeway. Policy 8.1: Work with the city of Montebello to ensure good access to the Edison area via Paramount Boulevard. Policy 8.2: Encourage development of retail businesses within the Edison area which serve a regional market and maximize tax revenue potential. Policy 8.3: Work closely with Southern California Edison to create a reuse plan for Edison properties that optimizes potential for retail commercial and complementary development. The project would comply with this goal and policies by providing a new medium density residential development for existing and future residents of Monterey Park. These residents would help support the City's businesses. The development would provide additional support for the new 500,000 square foot Market Place at Monterey Park that will be located adjacent to the freeway. The development provides a transition between the residential areas to the north and northwest				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
and Potrero Grande Drive. The Edison easement provides a transition between the development and the Saturn Park businesses. Specific Plan Requirements: MPMC § Section 21.04.831 of the City of Monterey Park Municipal Code defines a "Specific Plan" as an adopted plan for a specified area or neighborhood within the corporate limits of the city in accordance with the State Planning and applicable law. Government Code §65450 permits a jurisdiction to prepare specific plans for the systematic implementation of the General Plan. According to Section 21.04.831 of the City of Monterey Park Municipal Code defines Specific Plan as an adopted plan for a specified area or neighborhood within the corporate limits of the city in accordance with the applicable law. Government Code §65450 of the state of California Government Code permits a jurisdiction to prepare specific plans for the systematic implementation of the General Plan. The proposed project Specific Plan complies with applicable law. Pursuant to Section 21.42.0101 of the City of Monterey Park Municipal Code, the land use amendments must be approved by a majority of those voters of the City voting on the project. Should the change of land use be ratified, the project will require City Council adoption of a Specific Plan and Tentative Tract Map. Land Use Amendment Process: The Planning Commission must review the application and make a recommendation to the City Council regarding whether to approve the project. The project proposes the orderly development of the project site. As part of the development, current on site hazards from past nursery uses would be corrected. Upon City approval of the General Plan and Zoning amendments and associated Specific Plan, the project would not conflict with applicable land use plans and policies of the City of Monterey Park.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project would not conflict with a habitat or natural community conservation plan.				
XI. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X

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The project does not propose any mining or removal of mineral resources. The project would not result in a loss of availability of a known mineral resource.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The project would not result in a loss of availability of a locally important mineral resource.				
XII. NOISE – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
A Noise Analysis for the Potrero Grande Residential Project, prepared November 5, 2013 and subsequently revised December 11, 2013, was prepared by Todd Brody, Principal of Synectecology. This Noise Analysis, contained in Appendix B, is the basis for the noise impact analysis within this Initial Study. The November 5th Noise Analysis was based on the previous version of the project that consisted of 92 dwelling units, of which 38 were single family detached houses and 54 were two-story townhome. The December 11th revised Noise Analysis updates salient information and mitigation to reflect the revised site plan with 80 single family houses. <u>Applicable Noise Policies:</u> The Monterey Park Noise Element is included in the Safety and Community Services Element of the Monterey Park General Plan and provides noise-related, land use compatibility guidelines. Monterey Park's primary goal with regard to community noise is to minimize the exposure of residential neighborhoods, schools, and hospitals to excessive or unhealthy noise levels, to the extent possible due to the City's built out condition. Toward this end, the Safety and Community Services Element establishes noise/land use compatibility guidelines that sets a "normally acceptable" range for single and multi-family dwellings of 50 – 60 dBA CNEL				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
and a "conditionally acceptable" range of 60 – 65 dBA CNEL as "conditionally acceptable."¹² Levels of 65 – 75 dBA CNEL are generally to be discouraged. If new construction or development does proceed, a detailed analysis of noise reduction requirements must be made and needed noise insulation features included in the project design. Stationary noise sources are regulated though MPMC Chapter 9.53. The Code permits construction activities to proceed between the hours of 7:00 A.M. and 7:00 P.M. on weekdays (Monday through Friday), and 9:00 A.M. to 6:00 P.M. on Saturdays, Sundays, and legal holidays. With respect to projected increases, noise impacts can be broken down into three categories. The first is "audible" impacts, which refers to increases in noise level that are perceptible to humans. Audible increases in noise levels generally refer to a change of 3 dBA or more since this level has been found to be barely perceptible in exterior environments. The second category, "potentially audible," refers to a change in noise level between 1 and 3 dBA. This range of noise levels was found to be noticeable to sensitive people in laboratory environments. The last category includes changes in noise level of less than 1 dBA that are typically "inaudible" to the human ear except under quiet conditions in controlled environments. Only "audible" changes in noise levels at sensitive receptor locations are considered potentially significant. <u>Existing Noise:</u> To identify existing noise levels in the vicinity of the project site, the Noise Study conducted a field survey using a meter to monitor noise at the four locations shown on Figure 13.				

¹² dBA stands for DeciBel A-weighted filter, which is commonly used for measuring sound levels, because it corresponds to people's natural hearing recognition and is less sensitive to very low and very high frequencies.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Figure 13. Noise Level Monitoring Locations

Table 5 summarizes the minimum and maximum noise readings at each of the four monitoring site locations. The maximum noise levels at each of the locations exceed the “conditionally acceptable” range of 60 – 65 dBA CNEL established by the Safety and Community Services. Major noise sources in the vicinity of the project site are traffic noise and a back-up alarm associated with equipment operations at the Edison facility across the street.

Table 5 Noise Levels at Monitoring Stations		
Monitoring Location	Lmin (dBA)	Lmax (dBA)
NR-1	44.3	76.4
NR-2	44.9	77.2
NR-3	40.9	76.1
NR-4	44.4	69.7

The project site fronts along Potrero Grande Drive. Traffic noise levels along Potrero Grande Drive are expected to increase in the future as both ambient and cumulative growth in the area cause increased traffic volumes. With the inclusion of the project, based on ambient growth, the project Traffic Study projects that with the 92 unit version of the project, Year 2016 and 2025 traffic volumes along Potrero Grande Drive would be 14,736 and 16,102 average daily trips (ADT), respectively. Cumulative growth through the project area would further increase these volumes to 21,121 and 22,487 ADT, respectively. Table 6 presents the future noise levels projected along Potrero Grande Drive and the distances to the 60, 65, and 70 dBA CNEL contours. Again, the modeling is based on hard site conditions based on the measurements obtained in the field study. Further distances would be better exemplified by soft site modeling and reduced noise levels.

Table 6 FUTURE WITH PROJECT AND CUMULATIVE NOISE LEVELS ALONG POTRERO GRANDE DRIVE					
Scenario	ADT Volume	CNEL (dBA @ 50 Feet)	Distance to 70 CNEL (Feet)	Distance to 65 CNEL (Feet)	Distance to 60 CNEL (Feet)
2016					
With Project	14,736	70.0	50	159	504
With Cumulative Projects	21,121	71.6	72	228	722
2025					
With Project	16,102	70.4	55	174	550
With Cumulative Projects	22,487	71.9	77	243	769
¹ As measured from the centerline of travel.					

Within the proposed project, Buildings #2, #8, and #10 front along Potrero Grande Drive at a distance of 75 feet from the centerline, while Buildings #3, #4, #5, and #6 have southern end units at this distance. Based on this distance, Year 2016 cumulative noise at these units is projected at: 71.6 dBA, 71.6 dBA, 69.8 dBA CNEL, respectively. Similarly, in the Year 2025 this noise would be expected to increase: 71.9 dBA, 71.9 dBA, 70.1 dBA CNEL respectively. In all of these

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
instances, the City of Monterey Park noise standards of 'normally acceptable' (50 – 60 dBA CNEL) and "conditionally acceptable" (60 – 65 dBA CNEL) would be exceeded. To reduce noise levels at these Buildings to 'normally acceptable' levels, Mitigation Measure N-1 is added to the project. With inclusion of this measure, project impacts associated with exceeding standards established in the local general plan or noise regulations would be reduced to less than significant levels. <u>Mitigation Measure:</u> N-1: The following measures must be completed by the Developer/Owner for all units that front/side along Potrero Grande Drive or as otherwise specified below: 1) The units must be equipped with forced air ventilation designed and installed in accordance with the California Uniform Building Code. 2) All exterior fittings that enter the structures (e.g., electrical conduits, HVAC ducts) must be sealed with caulk such that the fittings are rendered airtight. Any metal ductwork that is exposed to the exterior environment must be enclosed and insulated to avoid noise transference through the ducting. 3) For those units to be located to the west of the main drive, the Developer/Owner must specify a minimum Sound Transmission Class (STC) rating of 32 (or more if required under local requirements) for all south-facing window and/or exterior door assemblies. These assemblies must be equipped with weather stripping to seal any air leaks. 4) For those units to be located to the east of the main drive, the Developer/Owner must specify a minimum Sound Transmission Class (STC) rating of 33 (or more if required under local requirements) for all south-facing window and/or exterior door assemblies. These assemblies must be equipped with weather stripping to seal any air leaks.				
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
Vibration is a trembling, quivering, or oscillating motion of the earth. Like noise, vibration is transmitted in waves, but in this case through the earth or solid objects. Unlike noise, vibration is typically of a frequency that is felt rather than heard. The City of Monterey Park does not set quantitative standards for vibration impact. With respect to construction, CalTrans notes that ground borne vibration is typically associated with blasting operations, the use of pile drivers, and large-scale demolition activities, none of which are anticipated for the construction or operation of the project. As such, no excessive ground borne vibrations would be created by the proposed project and any potential impacts of the project on off-site receptors are less than significant.				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact																								
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X																								
The project would replace the existing commercial nursery facility with residential uses. Noise associated with residential uses typically includes vehicular motors, outdoor voices, dog barking and mechanical devices such as air conditioners. Because noise levels along Potrero Grande Drive are already high, long-term impacts could be significant if the project traffic substantially increases ambient noise levels on Potrero Grande. As discussed above, a substantial increase is defined as 3 dBA CNEL. As determined by the project Traffic Study, the 92 unit version of the project would generate 676 ADT while removing 587 ADT for a net increase of 89 ADT with site occupancy in 2016. The Traffic Study estimates that 80 percent, or 541 ADT, would proceed to (or from) the west while 20 percent, or 135 ADT, would go to (or from) the east from the site access driveway. Table 7 shows the increase in the existing noise level along Potrero Grande Drive due to project access. The increase is between 0.1 and 0.2, less than the 3 dBA CNEL threshold. Consequently, project generated increases in ambient noise would be less than significant.																												
<table><tr><th colspan="6">Table 7 EXISTING VERSUS WITH PROJECT NOISE LEVELS ALONG POTRERO GRANDE DRIVE</th></tr><tr><th>Location</th><th>Existing ADT</th><th>Existing CNEL (dBA @ 50 Feet)</th><th>Existing With Project ADT</th><th>With Project CNEL (dBA @ 50 Feet)</th><th>Difference (dBA CNEL)</th></tr><tr><td>E/O Site Entrance</td><td>13,363</td><td>69.6</td><td>13,498</td><td>69.7</td><td>0.1</td></tr><tr><td>W/O Site Entrance</td><td>13,363</td><td>69.6</td><td>13,904</td><td>69.8</td><td>0.2</td></tr></table>					Table 7 EXISTING VERSUS WITH PROJECT NOISE LEVELS ALONG POTRERO GRANDE DRIVE						Location	Existing ADT	Existing CNEL (dBA @ 50 Feet)	Existing With Project ADT	With Project CNEL (dBA @ 50 Feet)	Difference (dBA CNEL)	E/O Site Entrance	13,363	69.6	13,498	69.7	0.1	W/O Site Entrance	13,363	69.6	13,904	69.8	0.2
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W/O Site Entrance	13,363	69.6	13,904	69.8	0.2																							
These noises would be consistent with noises from the existing and future residential uses surrounding the site. The project would not create a permanent increase in ambient noise.																												
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?																												

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Construction of the project would not involve substantial grading, blasting operations, pile drivers or large-scale demolition. City noise standards limits construction hours. Compliance with these construction hours would limit surrounding exposure to construction noise to less than significant levels. The project would not cause a substantial temporary or periodic increase in ambient noise.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
El Monte Airport is a general aviation airport located 6.9 miles northeast of the project site. The Monterey Park General Plan does not identify airport noise impacts within the City. Consequently, the project would not result in a safety hazard related to proximity to an airport.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
The Southern California Edison Heliport is located 1.8 miles northeast of the project site in the City of Rosemead. The Monterey Park General Plan does not identify noise impacts from the SCE Heliport or other private airstrips. Consequently, the project would not result in a noise impact related to proximity to an airstrip.				
XIII. POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example,			X	

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
through extension of roads or other infrastructure)?				
The project would convert a commercial nursery to a residential use, adding 80 additional housing units. Based on an average household size of 3.03 persons per unit, the project would increase the City population by 243 persons. With a current citywide population of 61,445, the additional 243 persons would increase the City population by 0.4 percent.¹³ A population increase of less than 1 percent would be less than significant. Should the project be approved, other surrounding properties could be encouraged to apply for a redesignation to a residential use. However, the area surrounding the site is already mixed with residential uses, and any subsequent proposal would be evaluated by the City based on its own merits and would require a subsequent vote before the public. Consequently, project impacts relative to substantial population growth would be less than significant.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
The project would replace an existing commercial nursery use with 92 new residential units. Consequently, the project would not displace substantial numbers of existing housing.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
The project would replace an existing commercial nursery use with 92 new residential units. Consequently, the project would not displace substantial numbers of people and would not necessitate the construction of replacement housing elsewhere.				

¹³ City population of 61,445 and average household size of 3.03, result in an expected project population of 279. Source: State Department of Finance, Table 2: E-S City/County Population and Housing Estimates, 1/1/2013

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				X
The City of Monterey Park Fire Department provides emergency services and fire protection through three fire stations. The Monterey Park Station #62, located at 2001 S. Garfield Avenue and 1.7 miles west of the project site, is the station closest to the project site. The station houses an engine and rescue ambulance. Conditions of approval to be applied to the project require access pursuant to Fire Department standards and installation of fire hydrants. In addition, the proposed development would be required to pay fire services impact fees as required by the MPMC. These fees would be used to offset demands created by the proposed project on fire services in the City. Consequently, the project would neither result in the need for additional new nor altered fire protection services, and would not alter acceptable service ratios or response times.				
Police protection?				X
Police protection is provided by the Monterey Park Police Department, which operates from a central station at City Hall (320 West Newmark Street). The current staffing levels include 72 sworn officers, 46 civilian personnel.¹⁴ The project would replace existing commercial nursery use with residential uses, resulting in a citywide population increase of 0.05 percent.¹⁵ This increase in population is considered less than significant. Conditions of approval to be applied to the project require security gating, lighting and participation in a neighborhood watch program. The project would neither result in the need for additional new nor altered police protection services, and would not alter acceptable service ratios or response times.				
Schools?				X
The project site is within the jurisdiction of the Montebello School District. The project would replace existing commercial nursery use with residential uses, resulting in a citywide population increase of 0.05 percent. This increase in population would have a nominal impact on school services or facilities. As authorized under Education Code § 17620(a), local school districts are authorized to impose and collect school "impact fees" for all residential and non-residential				

¹⁴ <http://www.ci.monterey-park.ca.us/index.aspx?page=637>; accessed October 17, 2013.

¹⁵ City population of 61,445 and average household size of 3.03, result in an expected project population of 279. Source: State Department of Finance, Table 2: E-5 City/County Population and Housing Estimates, 1/1/2013

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
development activities that occur within their jurisdiction to off-set the additional costs associated with the new students that result directly from the construction of new homes. Payment of school impact fees constitutes full mitigation for the impacts associated with new residential and non-residential development. Consequently, the project would not significantly impact the level of school service or increase the need for school facilities.				
Parks?				X
The project would replace existing commercial nursery use with residential uses, resulting in a citywide population increase of 0.04 percent. This increase in population would have a nominal impact on park services or facilities. The project would be required to pay City park development impact fees, which are established to provide for residential development's fair share of park facilities. Consequently, the project would not significantly impact the level of park services or increase the need for park facilities.				
Other public facilities?				X
The project would replace existing commercial nursery use with residential uses, resulting in a citywide population increase of 0.05 percent. This increase in population would have a nominal impact on other public facilities. The area surrounding the site is already mixed with residential uses, and any subsequent proposal to convert commercial nursery land to residential would be evaluated by the City based on its own merits. Consequently, the project would not significantly impact the level of other public services or increase the need for other public facilities.				
(Reference: The General Plan – 2012, The Monterey Park Community / Chapters 10, 11, 12, 14)				
XV. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The project would replace existing commercial nursery use with residential uses, resulting in a citywide population increase of 0.04 percent. This increase in population would have a nominal impact on recreation services or facilities. The project would be required to pay City park development impact fees, which are established to provide for residential development's fair share				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
of park facilities. Consequently, the project would not result in the substantial physical deterioration of a recreational facility.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The project would replace existing commercial nursery use with residential uses, resulting in a citywide population increase of 0.04 percent. This increase in population would have a nominal impact on recreation services or facilities. The project does not include recreational facilities nor is it expected to increase the demand for recreational facilities. Consequently, the project would not require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				
XVI. TRANSPORTATION/TRAFFIC – Would the project:				
a) Exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.) taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
A Traffic Impact Study for the Potrero Grande Residential Project, dated October 2013, (Traffic Study) was prepared by Craig S. Neustaedter, California Registered Traffic Engineer, Principal of TEP. This Traffic Study, contained in Appendix C, was reviewed and accepted by the City Traffic Engineer and is the basis for the traffic impact analysis within this Initial Study. The Traffic Study was based on a previous version of the project that consisted of 92 dwelling units, of which 38 were single family detached houses and 54 were two-story townhome. Similar to the Air Quality				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Analysis, the Traffic Study is considered a conservative assessment of the potential project impacts, and may overstate certain impacts by as much as 13.3%.

The project site is located on the north side of Potrero Grande Drive approximately 600 feet east of Saturn Street. Potrero Grande Drive is a designated Principal Arterial in the City Circulation Plan. It is 64 feet wide at the project location. There are currently 2 eastbound and 2 westbound lanes separated by a two-way left turn lane. Potrero Grande Drive is also a designated Truck Route with a posted speed limit of 45 mph. The latest traffic volume count show Potrero Grande Drive near the project site location is 13,663 vehicles per day.

To calculate the number of vehicle trips that the project would generate on Potrero Grande Drive and other area streets, the Traffic Study utilized trip generation rate data from the ITE Trip Generation Manual, 9th Edition. Based on this calculation, the project would generate a total of 676 daily weekday trips, with 52 AM peak hour trips and 66 peak hour trips. By comparison, the existing nursery is calculated to generate a total of 587 daily weekday trips, with 14 AM peak hour trips and 39 peak hour trips. Because CEQA focuses on the change a project would cause on the environment, the change in vehicular trips that would result from the project (project trips – nursery trips) are 89 total daily weekday trips, with 38 AM peak hour trips and 27 peak hour trips. (Reference Table 8, Project Traffic Generation and Comparison to Existing Site Uses.)

Table 8 PROJECT TRAFFIC GENERATION AND COMPARISON TO EXISTING SITE USES					
Land Use	Units	Number	Total Generated Trips		
			Daily	AM Hour	PM Hour
Proposed Single Family Homes	DU	38.0	362	29	38
Proposed Condo/Townhouse	DU	54.0	314	24	28
		Total	676	52	66
Existing Nursery (Garden Center)	Acres	4.6	497	13	37
Existing Nursery (Wholesale)	Acres	4.6	90	1	2
		Total	587	14	39
		Change	89	38	27

Applying these traffic generation rates, the Traffic Study followed the "Traffic Impact Study Guidelines", dated February 2006, provided by the City of Monterey Park Engineering Department staff. The study methodology and area of impact analysis was reviewed with City public works engineering staff and is consistent with their guidance. The following two intersections were

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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identified by the City staff as potentially being affected by the project and are analyzed in the Traffic Study:

- Potrero Grande Drive at Saturn Street/Greenwood Avenue
- Potrero Grande Drive at the project site access.

The first intersection is signalized and has been analyzed using the Intersection Capacity Utilization (ICU) procedures as specified in the City Traffic Impact Study Guidelines. The project site access intersection will be un-signalized. It has been analyzed using the Highway Capacity Manual (HCM) procedures for un-signalized intersections. For signalized intersections, Level of Service (LOS) is described in terms of Intersection Capacity Utilization (ICU). The City ICU LOS definitions are shown in Table 9.

Table 9 SIGNALIZED INTERSECTION LOS DEFINITIONS		
LEVEL OF SERVICE	OPERATING CONDITION	ICU VALUE
A	Free flowing, virtually no delay. Minimal traffic	<0.60
B	Free flow and choice of lanes. Delays are minimal. All cars clear intersection easily.	0.60-0.69
C	State flow. Queue at signal starting to get relatively long. Delays starting to become a factor but still within "acceptable" limits.	0.70-0.79
D	Approaching unstable flow. Queues at intersection are quite long but most cars clear intersection on their green signal. Occasionally, several vehicles must wait for a second green signal. Congestion is moderate	0.80-0.89
E	Severe congestion and delay. Most of the available capacity is used. Many cars must wait through a complete signal cycle to clear the intersection.	0.90-0.99
F	Excessive delay and congestion. Most cars must wait through more than one on one signal cycle. Queues are very long and drivers are obviously irritated.	>1.00

According to the City guidelines, the following increases in ICU value shall be deemed as "significant" and require mitigation:

<u>Existing ICU</u>	<u>Project Related Increase in ICU</u>
0.00 – 0.69	0.06
0.70 – 0.79	0.04
0.80 – 0.89	0.02
0.90+	0.01

The HCM procedures for un-signalized intersections define LOS based on average vehicle delay as measured in seconds per vehicle. For un-signalized intersections with uncontrolled and stop sign controlled approaches, the measurement of delay and LOS is only applicable to the approaches that are controlled. The HCM delay criteria for LOS are summarized in Table 10.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Table 10 UN-SIGNALIZED INTERSECTION LOS DEFINITIONS	
LEVEL OF SERVICE	Average Total Delay (seconds per vehicle)
A	0 to 10.00
B	Greater than 10.00 to 15.00
C	Greater than 15.00 to 25.00
D	Greater than 25.00 to 35.00
E	Greater than 35.00 to 50.00
F	Greater than 50.00 and greater

For each intersection, the Traffic Study analyzed the following scenarios:

- Existing conditions
- Project Completion Year
 - Without project
 - With project
- General Plan Target Year
 - Without project
 - With project.

Table 11 summarizes the intersection level of service for Potrero Grande Drive at Saturn Street/Greenwood Avenue and based on number of vehicles to roadway capacity (V/C ratio) for AM and PM peak for each of the 5 scenarios. Table 12 summarizes the average vehicle delay on Potrero Grande Drive at the project access for AM and PM peak for the 5 scenarios. These data show that project traffic will have not exceed the City of Monterey Park LOS significance criteria. Consequently, the additional traffic generated by the project will not have a significant traffic impact on the streets and intersections providing access to the project site.

Table 11 INTERSECTION LEVEL OF SERVICE - ALL SCENARIOS		
Potrero Grande at Saturn/Greenwood		
	V/C Ratio	LOS
A.M. Peak Hour		

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact																																									
	Existing	.569	A																																										
	2016 w/o Project	.618	B																																										
	2016 w Project	.631	B																																										
	GP w/o Project	.669	B																																										
	GP w Project	.682	B																																										
	P.M. Peak Hour																																												
	Existing	.295	A																																										
	2016 w/o Project	.451	A																																										
	2016 w Project	.455	A																																										
	GP w/o Project	.451	A																																										
	GP w Project	.480	A																																										
	<table><tr><th colspan="3">Table 12 INTERSECTION LEVEL OF SERVICE - ALL SCENARIOS Potrero Grande at Project Access</th></tr><tr><th></th><th>Av. Delay (sec/veh)</th><th>LOS sb approach</th></tr><tr><td>A.M. Peak Hour</td><td></td><td></td></tr><tr><td>Existing</td><td>-</td><td>-</td></tr><tr><td>2016 w/o Project</td><td>-</td><td>-</td></tr><tr><td>2016 w Project</td><td>0.5</td><td>C</td></tr><tr><td>GP w/o Project</td><td>-</td><td>-</td></tr><tr><td>GP w Project</td><td>0.5</td><td>C</td></tr><tr><td>P.M. Peak Hour</td><td></td><td></td></tr><tr><td>Existing</td><td>-</td><td>-</td></tr><tr><td>2016 w/o Project</td><td>-</td><td>-</td></tr><tr><td>2016 w Project</td><td>0.4</td><td>B</td></tr><tr><td>GP w/o Project</td><td>-</td><td>-</td></tr><tr><td>GP w Project</td><td>0.4</td><td>B</td></tr></table>				Table 12 INTERSECTION LEVEL OF SERVICE - ALL SCENARIOS Potrero Grande at Project Access				Av. Delay (sec/veh)	LOS sb approach	A.M. Peak Hour			Existing	-	-	2016 w/o Project	-	-	2016 w Project	0.5	C	GP w/o Project	-	-	GP w Project	0.5	C	P.M. Peak Hour			Existing	-	-	2016 w/o Project	-	-	2016 w Project	0.4	B	GP w/o Project	-	-	GP w Project	0.4
Table 12 INTERSECTION LEVEL OF SERVICE - ALL SCENARIOS Potrero Grande at Project Access																																													
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2016 w Project	0.4	B																																											
GP w/o Project	-	-																																											
GP w Project	0.4	B																																											
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for				X																																									

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
designated roads or highways?				
The Congestion Management Plan (CMP) for Los Angeles County is intended to address vehicular congestion relief by linking land use, transportation, and air quality decisions. The CMP also seeks to develop a partnership among transportation decision-makers to devise appropriate transportation solutions that include all modes of travel, and to propose transportation projects that are eligible to compete for state gas tax funds. Within Los Angeles County, Metro is the designated congestion management agency responsible for coordinating the CMP. The CMP guidelines require that arterial monitoring intersection locations must be examined if the project would add 50 or more trips during either the AM or PM weekday peak hours (of adjacent street traffic) at CMP monitoring intersections. As shown in Table 8, the project would add 38 morning (AM) peak and 27 evening (PM) peak trips. The Potrero Grande residential project does not generate a sufficient quantity of trips to meet the threshold requiring analysis of CMP facilities. Consequently, the project would not conflict with the CMP or adversely impact regional traffic.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The project site is located 6.9 miles from the El Monte Airport and 1.8 miles from the SCE airstrip in Rosemead. Implementation of the project would not directly increase air traffic and would not cause an alteration of air traffic patterns. Consequently, the project would not change air traffic patterns or result in substantial safety risks regarding air traffic.				
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		X		
The Traffic Study for the project also assessed potential impacts associated with project parking on-site circulation, gated access, corner sight distance, truck traffic and construction traffic. <u>Parking:</u> Table 21.22(A) in the MPMC identifies single family residential parking requirements as follows: Single Family Dwelling				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
3,000 sq. ft. or greater	3 enclosed garage spaces			
Less than 3,000 sq. ft.	2 enclosed garage spaces			
Because each proposed single family house would be less than 3,000 square feet, the required parking for the project would be 2 enclosed garage spaces per unit for a total of 160 spaces. As illustrated in Figure 3, Concept Site Plan, the project proposes to provide 247 parking spaces, arranged as follows: • Garage: 160 spaces • Driveway: 50 spaces (1 space/drive) • On street: 37 spaces. <u>On-Site Circulation:</u> The Traffic Study reviewed the proposed project on-site circulation relative to compliance with these following key design requirements specified by the City of Monterey Park, and found that the project satisfies these requirements: • One way traffic must have a minimum of 12 feet in width; two-way traffic must have a minimum of 26 feet in width per MPMC Table 21.22 (D). • Dead end fire apparatus access roads exceeding 150 feet in length must be provided with an approved fire department turnaround per California Fire Code §503.2.5. • Fire Department vehicular access roads must be provided with a 32 foot center line turning radius per CFC §503.2 .4. <u>Gated Access:</u> Access to the project site from Potrero Grande Drive will be provided via a security gate. The layout of the gated access is shown on Figure 13. The Traffic Study assessed dimensions and queuing capacity of the proposed project entrance and found that the gated entrance is designed to comply with the requirements of MPMC §.22.100. <u>Corner Sight Distance:</u> Corner sight distance standards are recommended by Topic 405.1 of the CalTrans Highway Design Manual. Potrero Grande Dr. has a posted speed limit of 45 mph. According to CalTrans standards 495 feet is required to provide an adequate corner sight distance. Figure 13 illustrates the corner sight distance requirement for the project driveway. As shown in the Figure, trees planted up to the street at the project entrance could disrupt the required corner sight distance. Mitigation Measure TR-1 is added to the project to ensure that the proposed trees at the project entrance are moved out of the corner line of sight. With inclusion of this measure, potential project impacts regarding line of site clearance would be reduced to less than significant levels. <u>Mitigation Measure:</u>				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
TR-1: Before the City issues a building permit, the Developer/Owner must demonstrate to the satisfaction of the Community Development Director that all project landscaping, including trees at the project entrance are located outside the corner line of sight limits consistent with Topic 405.1 of the CalTrans Highway Design Manual. <u>Truck Service Impacts:</u> As a residential development, the project would not have any significant impacts related to truck generated traffic. <u>Construction Period Impacts:</u> Project site work is anticipated to begin in December 2014 and completed in late 2016, over a period of approximately 24 months. During construction, vehicular traffic would be generated by construction workers and by trucks needed for site excavation and concrete pours. All parking needed for construction related traffic would be accommodated on-site. During construction, the north side of Potrero Grande Drive fronting the project site will be improved. This will entail a temporary closure to do grind and overlay work. In general, the city of Monterey Park requires that all lanes on arterial roads shall be open to traffic during periods from 6 a.m. to 9 a.m. and from 4 p.m. to 7 p.m. To ensure this construction does not interference with vehicular travel on Potrero Grande Drive, Mitigation Measure TR-2 will be added to the project to require that the Developer/Owner submit traffic control plans for City review and approval prior to commencing any work within the public travel ways. With inclusion of this measure and TR-1, potential project impacts related to construction traffic and other project circulation issues would be reduced to less than significant levels. <u>Mitigation Measure:</u> TR-1: Before the City issues a building permit, the Developer/Owner must submit for City Engineer approval a traffic control plan to ensure that project construction will not adversely interfere with vehicular travel on Potrero Grande Drive or on other City streets.				
e) Result in inadequate emergency access?		X		
Mitigation Measure TR-1 will ensure that project circulation, including corner sight distances and construction traffic, comply with City standards and that no significant adverse impacts occur. With these measures, project impacts to emergency access would be reduced to less than significant levels.				
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Public transportation services in Monterey Park include the Spirit Bus (a local fixed-route circulator), Los Angeles County Metro Bus and Montebello Bus Lines. Also available to the community are Metrolink commuter trains, local Dial-A-Ride service for seniors and disabled persons, and regional paratransit service for disabled persons that is provided by Access Services, Inc. Route 5 of the Spirit Bus loops around Saturn Street and Potrero Grande Drive, just south of the project site¹⁶. As noted in the City Bicycle Route Plan, there are MTA and City bike routes throughout the City. The closest bike route to the project site is a City bike route located along Orange Avenue and Taylor Drive, approximately 0.6 miles northwest of the site. Future project residents are expected to be able to store their bikes within their properties and to access the City bike route from the project loop road to Potrero Grande Drive. The project would not conflict with alternative transportation policies.				

¹⁶ City of Monterey Park website; accessed October 30, 2013.

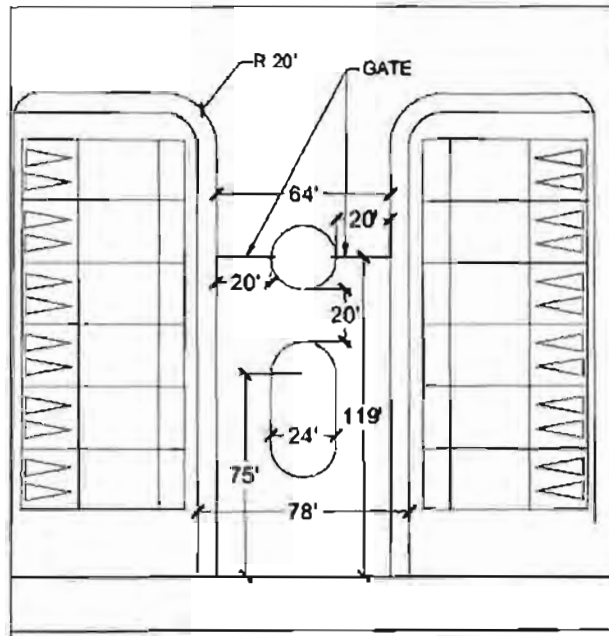


Figure 13. Conceptual Gate Plan

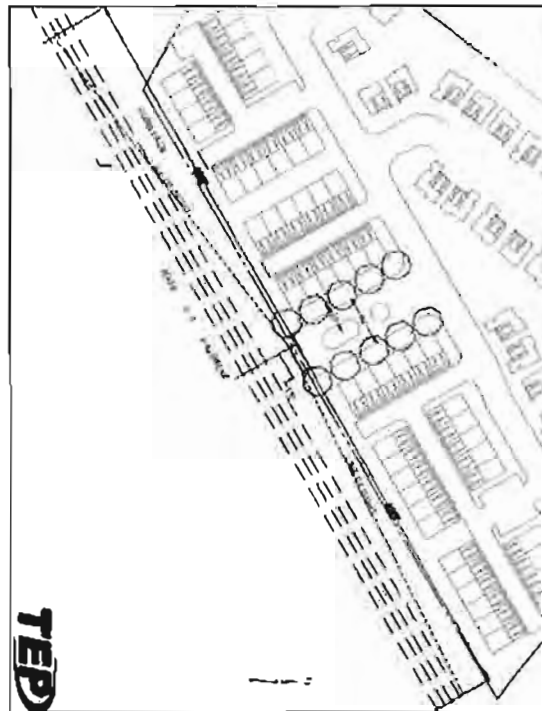


Figure 14. Corner Site Distance

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
Monterey Park is within the jurisdiction of the Los Angeles Regional Water Quality Control Board (LACWQCB). The LARWQCB is responsible for monitoring the amount of pollution in the drainage area of the Los Angeles River. The project proposes to install a private sewer system along the internal loop road, and connect to an existing 8-inch public sewer main located in Potrero Grande Drive. The gravity system eventually flows into the Los Angeles County Sanitation District No. 15 sewer lines that take the sewage to the Joint Water Pollution Control Plant at 24501 South Figueroa Street in the City of Carson. The plant provides both primary and secondary treatment for approximately 280 million gallons of wastewater per day (mgd), and has a total permitted capacity of 400 mgd.¹⁷ The proposed project would replace a commercial nursery and generate wastewater typical of residential uses, reducing commercial use and increasing the City population by 0.4%. Project impacts relative to exceedences of wastewater treatment requirements of the RWQCB would not be significant.				
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
Water for this site will be supplied by the San Gabriel Valley Water Company. An extension of the existing water system in Potrero Grande Drive will be provided to connect with water lines in the internal streets. As discussed above, the project proposes to install a private sewer system along the internal loop road, and connect to an existing 8-inch public sewer main located in Potrero Grande Drive. Conditions of approval to be applied to the project require the developer/owner to be responsible for ascertaining and paying all City development fees such as, but not limited to, sewer deficiency fees, water meter fees and metered water service impact fees. Before the City issues a grading permit, the developer/owner would be conditioned to provide a water plan for review and				

¹⁷ <http://www.lacsd.org/wastewater/wwfacilities/iwpcp/>; accessed October 23, 2013.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
approval of the San Gabriel Valley Water Company and the City of Monterey Park Water Division. The developer/owner would also be conditioned to provide a sewer study for existing sewer contributory flow and sewer connection. The project would convert an existing commercial nursery facility to a residential use. This conversion would increase the City's population by 0.04 percent, while decreasing commercial nursery use. The resulting change in water use and sewer generation would be less than significant, and the project would not result in the requirement to construct new water or wastewater treatment facilities or expansion of existing facilities.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
There is an existing underground storm drain system along the property frontage within Potrero Grande Drive. All site drainage will flow along the surface of the internal streets into proposed private drain lines and be collected into infiltration drywells spread throughout the site. Runoff flows that are not infiltrated will be collected in a series of proposed private catch basins on-site. Secondary overflow into Potrero Grande Drive will provide relief in a major storm and keep this drainage in the existing drainage basin. The drainage system will meet the requirements of a WQMP to be approved by the City of Monterey Park. The storms drains will be maintained by the HOA. Proposed The proposed project would not alter the basic site drainage pattern but would collect drainage in a new storm drain system that would capture and filter stormwater. The project storm drainage facilities would not could cause significant adverse environmental effects.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The Water Utility Division is responsible for the production and distribution of the City's water supply and the maintenance of all water system facilities. Over 95 % of the water to the City comes from the City's water system supplies, with private water companies providing the rest. Primary source of water in the City is from 12 deep wells located near the Rio Hondo River and pumped from the Main Groundwater Basin, which underlies				

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
the majority of the San Gabriel Valley. There is no limit to the amount of water that may be pumped from the basin but the City is allowed 3.39 percent of the Operating Safe Yield, or 6,704.08 acre-feet. Additional water must be purchased from the San Gabriel Valley Municipal Water District. The project is an infill development that would convert an existing commercial nursery facility to a residential use. This conversion would increase the City's population by 0.04 percent, while decreasing commercial nursery use. The resulting change in water use is not expected to be significant. The City Engineering Department would review the project's proposed water system to ensure compliance with the UWMP and water supply standards. Consequently, project impacts relative to sufficient water supplies would not be significant.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The project would connect to an existing 8-inch public sewer main located in Potrero Grande Drive. The gravity system eventually flows into the Los Angeles County Sanitation District No. 15 sewer lines that take the sewage to the Joint Water Pollution Control Plant at 24501 South Figueroa Street in the City of Carson. The plant provides both primary and secondary treatment for approximately 280 million gallons of wastewater per day (mgd), and has a total permitted capacity of 400 mgd.¹⁸ The proposed project would replace a commercial nursery and generate wastewater typical of residential uses, reducing commercial use and increasing the City population by 0.4%. Because the project is an infill development that would replace an existing commercial nursery use with residential use, project wastewater requirements are not expected to significantly exceed current City wastewater requirements. Project wastewater treatment requirements are not expected to exceed current City and regional treatment facility capacities. Consequently, project impacts relative to sufficient wastewater treatment capacity would not be significant.				
f) Be served by a landfill with sufficient permitted capacity to				X

¹⁸ <http://www.lacsd.org/wastewater/wwfacilities/jwpcp/>; accessed October 23, 2013.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
accommodate the project's solid waste disposal needs?				
The City's solid waste facilities, currently Athens Services, will collect solid waste from the project site and take it to their sorting center or Materials Recovery Facility (MRF) for the removal of recyclables. Residual waste is then delivered to the Puente Hills Landfill, the Commerce Refuse-to-Energy facility, or other available landfills. The Puente Hills Landfill is scheduled to be closed in October 2013.¹⁹ The Sanitation Districts is implementing a waste-by-rail project to address local disposal capacity shortfalls. It would provide long-term disposal capacity to replace local landfills as they reach capacity and close. Because the project is an infill development that would replace existing commercial nursery use with residential use, project solid waste disposal requirements are not expected to significantly exceed landfill capacity. Further, the project will be subject to Municipal Code Section 6.08.100 regarding solid waste and recycling fees. Consequently, project impacts to landfill capacity would not be significant.				
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X
In order to comply with the State of California Waste Management Act, the City of Monterey Park implemented a recycling program. This program processes solid waste at a Material Recovery Facility (MRF) to ensure that recyclable items are removed from solid waste flows, which are sent to the landfill system. Because the project is an infill development that would replace an existing commercial nursery use with residential use, project solid waste generation is not expected to exceed current capacity. The project would be required to comply with the City recycling program. Consequently, project impacts relative to compliance with solid waste regulations would not be significant.				
XVII. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or				X

¹⁹ State of California Department of Resources Recycling and Recovery, Solid Waste Facility Listing/Details Page, Facility/Site Summary Details: Puente Hills Landfill (19-AA-0053), website: <http://www.calrecycle.ca.gov/SWFacilities/Directory/19-AA-0053/Detail/>; accessed August 8, 2013.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
The proposed project would not have substantial impacts on special status species, stream habitat, and wildlife dispersal and migration. Furthermore, the proposed project would not affect the local, regional, or national populations or ranges of any plant or animal species and would not threaten any plant communities. The proposed project would not have substantial impacts to archaeological resources. Consequently, the project would not have a Mandatory Finding of Significance relative to degrading the quality of the environment.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ('Cumulatively considerable' means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
The project contribution to cumulative air quality, hydrology, public services, utilities, and traffic would be insignificant. Because these project level impacts would not be significant, the project's contribution to cumulative impacts would not be considerable. Therefore, the proposed project would not have a Mandatory Finding of Significance due to cumulative impacts.				
c) Does the project have environmental effects which will cause substantial adverse			X	

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
effects on human beings, either directly or indirectly?				
The project would not create significant new air emissions, noise or traffic in the project area. The existing building on the project site may contain asbestos materials or lead based paint. These potential hazards are mitigated through Mitigation Measures HAZ-1 and HAZ-2. Therefore the project would have a less than significant impact relative to adverse effects on humans either directly or indirectly.				

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except 'No Impact' answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A 'No Impact' answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A 'No Impact' answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. 'Potentially Significant Impact' is appropriate if there is substantial evidence that an effect may be significant. If there are one or more 'Potentially Significant Impact' entries when the determination is made, an EIR is required.
- 4) 'Negative Declaration: Less Than Significant With Mitigation Incorporated' applies where the incorporation of mitigation measures has reduced an effect from 'Potentially Significant Impact' to a 'Less Than Significant Impact.' The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, 'Earlier Analyses,' may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are 'Less than Significant with Mitigation Measures Incorporated,' describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances).

Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

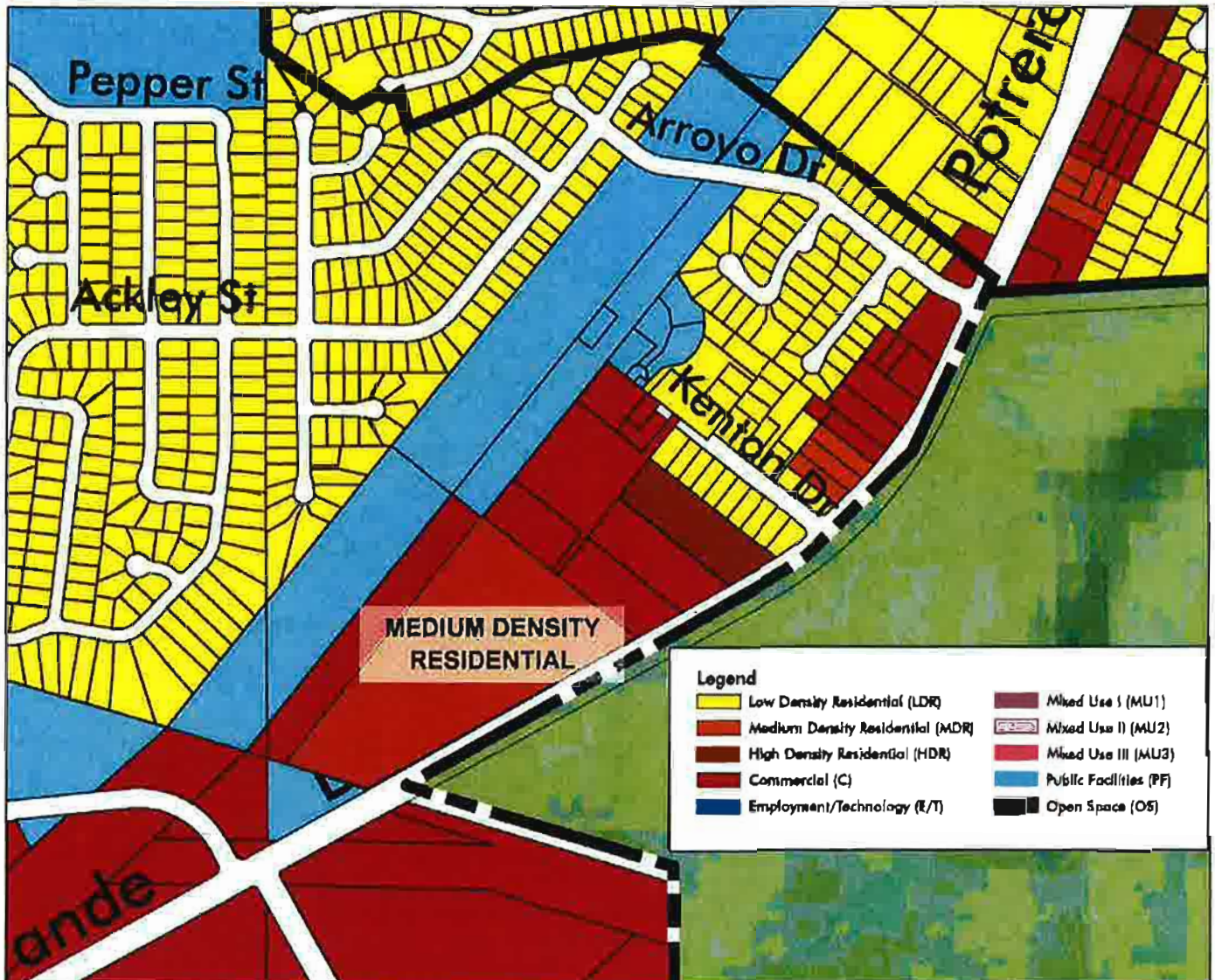
9) The explanation of each issue should identify:

- a) The significance criteria or threshold, if any, used to evaluate each question; and
- b) The mitigation measure identified, if any, to reduce the impact to less than significance.

Appendices

- A. Air Quality Analysis for the Potrero Grande Residential Project to be located in Monterey Park, dated November 4, 2013, prepared by Todd Brody, Principal of Synectecology.
- B. Potrero Grande Residential Project Focused Noise Analysis, dated November 5, 2013 and revised December 11, 2013, prepared by Todd Brody, Principal of Synectecology.
- C. Potrero Grande Residential Project Traffic Impact Study, dated October 2013, prepared by Craig S. Neustaedter, California Registered Traffic Engineer, Principal of TEP.

Exhibit "C" to
Ordinance No. _____
(GPA-13-02 with Conditions of Approval)



Amendment of the Land Use Map from Commercial to Medium Density Residential

CONDITIONS OF APPROVAL

2015 POTRERO GRANDE DRIVE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Olson Urban Housing, LLC agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of General Plan Amendment (GPA-13-02) and Specific Plan (SP-13-02) ("Project Conditions").

PLANNING:

1. Olson Urban Housing, LLC (the "Applicant") agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of GPA-13-02 and SP-13-02 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the 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 the City approval of GPA-13-02 and SP-13-02, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.
2. This approval is for the project as shown on the plans reviewed and approved by the City Council and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Community and Economic Development Department. Any subsequent modification must be referred to the Director of the Community and Economic Development Department for a determination regarding the need for City Council review and approval of the proposed modification.
3. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.
4. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.
5. The real property subject to GPA-13-02 and SP-13-02 must remain well-maintained and free of graffiti.
6. Landscaping/irrigation must be maintained in good condition at all times.
7. All enclosed garage spaces must be used for off-street parking only. There cannot be any personal storage or conversion of this space that would prevent

the parking of vehicles in the enclosed garage. This condition must be included in the conditions, covenants and restrictions ("CC&Rs") that must be recorded for this property.

8. The project must comply with the mitigations as required by the Mitigated Monitoring and Reporting Program.

BUILDING:

9. The second sheet of the building plans must include all City of Monterey Park conditions of approval.
10. Specify the type of construction and occupancy on the plan. Provide analysis per the 2013 California Building Code (CBC) § 504 and § 506, as adopted by the MPMC, for allowable floor area and maximum height of building.
11. All works must conform to the requirements of the 2013 CBC, as amended by the MPMC.

ENGINEERING:

12. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee; this project involves the distribution of soils by grading, clearing and/or excavation. The applicant/property owner is required to obtain a "General Construction Activity Storm Water" Permit, and the City of Monterey Park will condition the issuance of the grading permit on evidence of compliance with this permit and its requirements. Compliance information is available in the office of the City Engineer. Upon approval of the NPDES document by the City, the applicant/property owner must submit an electronic copy of the approved NPDES file, including site drawings, prior to the issuance of a building or grading permit.
13. The San Gabriel Water District governs the water lines that feed to the project site. A water plan must be submitted for review and approval from both the San Gabriel Valley Water District and City of Monterey Park Water Department. The title block shown on the plans must include approval signature blocks for both agencies. All comments and reviews by the San Gabriel Valley Water District must be completed prior to the approval of the grading and drainage plan.
14. All improvement plans, including grading and public improvement plans must be based upon City approved criteria. Benchmark references to be obtained from the Engineering Division.
15. A water plan must be submitted for review and approval by the City Engineer. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate pressure and flow to serve the development,

the developer is responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the City.

16. Water Division requirements are to be determined upon completion and submittal of a water meter sizing sheet by the applicant. This may include up sizing of water meter and water services. All upgrading costs are the responsibility of the property owner.
17. The applicant must provide a site drainage plan for review and approval by the City Engineer. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the site may be required for submittal to the City Engineer for review and approval.
18. All storm drainage facilities serving the development must accommodate a 50 year storm. If existing storm drain facilities are inadequate they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications and also the satisfaction of the City Engineer prior to approval of the grading and drainage plans.
19. Any damage done to existing street improvements and utilities during construction must be repaired before the City issues certificates of occupancy. Pre-existing damaged, deteriorated, substandard or off-grade curb, gutter, driveways and sidewalk must be repaired or replaced to the satisfaction of the City Engineer.
20. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City or a public works improvement guarantee and agreement posted before final map approved by the City Council.
21. A street lighting/photometric plan must be prepared for review and approval by the City Engineer. Streetlights must be installed along the frontage of the project site. The plans must be designed using Los Angeles County Standards.
22. Provide new street improvement from the centerline of Potrero Grande Drive to the property line, this includes roadway along the entire frontage. Construct a new curb and gutter, main entry driveway 5-foot width sidewalk and 5-foot width parkway with landscape and irrigation. The improvements must be along the entire property frontage and must include asphalt pavement improvements as approved by the City Engineer.
23. Landscape and irrigation plans must be prepared and all parkway tree types must be reviewed and approved by the City Parks Division.

24. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City of a public works improvement guarantee and agreement posted before the City Council approves a final map.
25. All electric, telephone and cable TV utility services must be installed fully underground and to required City standards. Satisfactory provisions for all other utilities and service connections, including water, sewer and gas, must be made to City and public utility standards. A utility plan must be prepared and submitted showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.
26. Provide a Sewer Study for existing sewer contributory flow and sewer connection. A sewer connection reconstruction fee will be assessed at the time of issuance of a building permit in accordance with the provisions of MPMC Chapter 14.06.
27. All buildings must have roof gutters and all roof drainage must be conducted to the public street or an approved drainage facility in a manner approved by the City Engineer.
28. Construct a wheelchair ramp(s) in the curb return at the street intersection.
29. All buildings must have roof gutters and all roof drainage must be conducted to the public street or an approved drainage facility in a manner approved by the City Engineer before the City approves drainage plans.
30. The grading and drainage plan must be submittal by the first plan check and must incorporate all pertinent site development comments from the City's geological and geotechnical consultants and must also include the approved geological report submitted by the developer's consultant.
31. Modify and/or correct the tentative map in accordance with the adopted conditions of approval of the tentative map and also in accordance with the specific criteria noted by the City Engineer verify and submit correct drainage pattern of adjacent property.
32. The City reserves the right to restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.
33. The off-site driveway approach must align true and square with the on-site driveway.
34. On-way traffic must have a minimum of 12 feet in width; two-way traffic must have a minimum of 29 feet in width.
35. Show existing curb markings and street signage fronting the project on the plans.

36. Provide scaled turning templates for larger vehicles, i.e. sport utility vehicles
37. Each parking stall must have a minimum of 18 feet perpendicular to the stall and 12 feet parallel to the stall, directly adjacent to the rear of the stall, to allow for vehicle maneuverability clearance.

FIRE:

38. Provide a minimum unobstructed driveway width of 20 feet, exclusive of shoulders and except for approved security gates in accordance with 2013 California Fire Code (CFC) § 503.6 and an unobstructed vertical clearance for Fire Department vehicular access to within 150 feet of all portions of the exterior building walls per CFC § 503.2.1, as amended by the MPMC.
39. A new fire flow test is required for all new building construction. Plan submittal must include fire flow test data obtained within one year of the submittal date. The fire flow test can be requested at the Fire Prevention office.
40. Provide approved signs or other approved notices or markings that include the words No Parking – Fire Lane. Signs must be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the obstruction thereof, as required by the CFC Appendix D103.6.
41. Dead-end fire apparatus access roads in excess of 150 feet in length must be provided with an approved Fire Department turnaround per CFC § 503.2.5.
42. Fire Department vehicular access roads must be provided with a 32-foot centerline turning radius per CFC § 503.2.4. Indicate the centerline, inside and outside turning radii for each change in direction on the site plan.
43. When security gates are provided, maintain a minimum access width of 20 feet. The security gates will have provided with an approved means of emergency operations, and must be maintained operational at all times. Electric gate operators, where provided, must be listed in accordance with UL325. Gates intended for automatic operation must be designed, constructed and installed to comply with the requirements of ASTM F220 per CFC § 503.6. Indicate the access width of security gates on the site plan and means for emergency operation, and the requirement that it be maintained at all times.
44. Manually operated gates and barriers must have a weather resistant Knox-key box. The key box must be placed four to five feet above the roadway surface at the right side of the access gate in a conspicuous location that is readily and

visibly accessible. The key box must be clearly labeled "FIRE DEPT" per CFC § 506.

45. Electrically operated gates and barriers must have an operable Knox-key switch. The key switch must be placed between 42 inches and 48 inches above the roadway surface at the right side of the access gate within two feet of the edge of the roadway. The key switch must be readily visible and unobstructed from the fire lane leading to the gate. The key must be clearly labeled "FIRE DEPT" per CFC § 506 and Appendix D.
46. Gate and barrier locks must be reviewed and approved prior to their installation on any new and/or existing access gate or barrier. Authorization/order forms for Knox products may be obtained through MPKFD Fire Prevention Division at (626) 307-1308 per CFC § 506 and Appendix D.
47. Provide approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE. Signs must be provided for fire apparatus access roads, to clearly indicate the entrance to such road, prohibit the obstruction thereof, as required per CFC Appendix D. Provide note on site plan and show location of each "Fire Lane – No Parking Sign" and show dimensions of roadway width.
48. Fire Department vehicular access roads shall be hardscape all weather access in accordance with the Department's All Weather Access requirements per CFC § 503.2.3.
49. A minimum 5 foot wide approved firefighter access walkway leading from the fire apparatus access road to the building's exterior opening must be provided for fire fighting and rescue purposes per CFC § 504.1.
50. Fire apparatus access road must be identified with approved signs. Temporary signs must be installed at each street intersection when construction of new roadway allows passage by vehicles. Signs must be an approved size, weather resistant and be maintained until replaced by permanent signs per CFC § 505.2.
51. 2013 CFC Table B105 must determine the required fire flow from fire hydrants at this location based on type of construction and occupancy classification. Plan submittal must include fire flow test date to be obtained within one year of the submittal date. The fire flow test can be requested at the Fire Prevention Office per CFC Table B105.

52. All fire hydrants must measure 6 inches by 4 inch by ½ inch, brass or bronze, conforming to the American Water Works Association Standard C53, or approved equal per CFC § 507.5.
53. Approved numbers or addresses must be placed on the front elevation of all new or existing buildings in such a position that is plainly visible and legible from the street or road on which the property is addressed. Addresses must not be located where they have the potential of being obstructed by signs, awnings, vegetation or other building/sit elements. Number must be a minimum of 4 inches high with a minimum stroke width of 0.5 inch per CFC § 505 and CBC § 501.2.
54. If all building addresses are not clearly visible or legible from the public road serving the structures, an address monument must be provided at the entry point(s) to the site indicating the range of addresses accessible from the entrance per CFC § 505.
55. Provide an automatic fire sprinkler system as set forth by CFC § 903 and 907.
56. Provide a separate fire apparatus access road plan as set forth per CFC § D104.3 for developments of one- or two-family dwellings where the number of dwelling units exceeds 30.

POLICE:

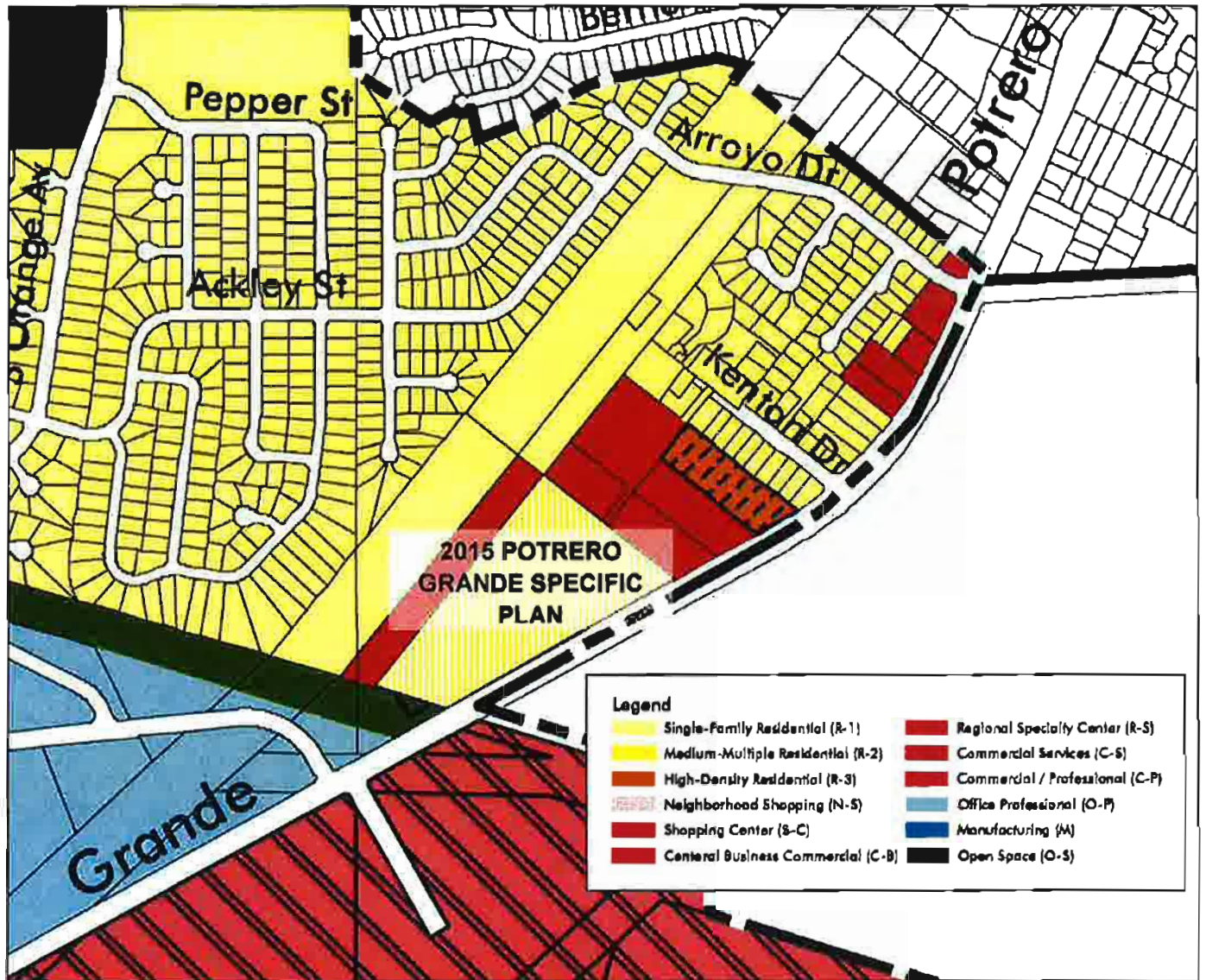
57. If a security gate is placed across the driveway, the gate code will be furnished to the Police Department so that access can be made by Police Department personnel as needed. If there is an security gates located on the property, the Police Department must be granted access by the providing a key or gate code to these gates.
58. Adequate exterior lighting must be provided so that the units are visible from the street during the hours of darkness. At all times, all hallways, stairwells, and any garage/carport, guest parking areas and parking entrances must be well lit to deter any criminal activity. There must also be adequate lighting in all common areas of the facility. During non-business hours motion sensor activated lights may be used in the interior areas of the facility in order to reduce electricity usage.
59. Access to the roof of the building must be locked and secured. Access to the roof must be restricted to maintenance personnel, building management, or other authorized personnel.
60. The shrubbery on the property must be installed and maintained in such condition to permit good visibility of the units from the streets. Any shrubbery

surrounding the complex must be planted and maintained where the height of the greenery would not easily conceal persons.

61. The residents and property management are encouraged to participate in the Monterey Park Police Department's Business/Neighborhood Watch Program; a free service designed to educate individuals about minimizing criminal activity. Contact the Monterey Park Community Relations Bureau at (626) 307-1215.

By signing this document, Olson Urban Housing, LLC, certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.

By: _____
Olson Urban Housing, LLC, Applicant



Amendment of the Zoning Map from Commercial Services (C-S) to 2015 Potrero Grande Specific Plan

EXHIBIT C

Election Resolutions

RESOLUTION NO.

A RESOLUTION CALLING A SPECIAL MUNICIPAL ELECTION ON JUNE 3, 2014 AND PLACING A PROPOSITION ON THE BALLOT PURSUANT TO ELECTIONS CODE § 9222.

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: Pursuant to Elections Code § 9222, the City Council calls for a special municipal election to be held in the City of Monterey Park on Tuesday, June 3, 2014 for the purpose of voting on a proposition submitted by the City Council.

SECTION 2: Pursuant to Elections Code §§ 9222 and 13119 the exact form of the question to be voted on at the election as they should appear on the ballot are as follows:

SHALL AN ORDINANCE THAT CHANGES THE GENERAL PLAN AND ZONING MAP LAND USE DESIGNATION FROM A COMMERCIAL ZONING DESIGNATION TO A RESIDENTIAL ZONING DESIGNATION AND APPROVES A SPECIFIC PLAN FOR CONSTRUCTION OF SINGLE FAMILY DETACHED HOMES ON THE PROPERTY LOCATED AT 2015 POTRERO GRANDE DRIVE BE ADOPTED?

Yes ☐

No ☐

SECTION 3: A copy of the ordinance to be considered by the voters is attached as Exhibit "A," and incorporated by reference. Unless otherwise indicated, the ballot measure will be designated as Measure A on the ballot.

SECTION 4: Pursuant to Elections Code § 320, the City Clerk is the Elections Official and is authorized to take all legal actions to administer the election.

SECTION 5: The City Council authorizes the City Clerk to administer said election and the City will pay all reasonable and actual election expenses upon presentation of a properly submitted invoice.

SECTION 6: The polls for the election will open at seven o'clock a.m. of the day of the election and continuously remain open from that time until eight o'clock p.m. of the same day when the polls will close pursuant to Election Code § 10242, except as provided in Elections Code § 14401.

SECTION 7: Pursuant to Elections Code § 12310, a precinct board member will be paid a one-time stipend of \$100.00 and a precinct inspector will be paid a one-time stipend of \$125.00. In addition, the sum of \$25.00 will be given to each precinct board member/inspector for attending a training class, and a stipend of \$25.00 for each board member/inspector with ability to speak a second language. Precinct board inspectors

Resolution No.

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will be required to attend the training class.

SECTION 8: The rental charge for each polling place, where a charge is made, is \$ 40.00. When required, the compensation of the custodian of a building is \$35.00 for the election.

SECTION 9: Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10: In all particulars not specifically recited in this Resolution, the election will be held and conducted as provided by law for holding municipal elections.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 12: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of February, 2014.

Anthony Wong, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: _____
Karl Berger, Assistant City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the ____ day of February, 2014, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Dated this 3rd day of April, 2013.

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

ORDINANCE NO. _____

A PROPOSITION APPROVING ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL ON FEBRUARY 19, 2014 CHANGING THE GENERAL PLAN AND ZONING MAP DESIGNATION FROM A COMMERCIAL LAND USE TO A RESIDENTIAL LAND USE AND APPROVING AN 80 UNIT RESIDENTIAL SUBDIVISION AT 2015 POTRERO GRANDE DRIVE.

The people of the city of Monterey Park do hereby ordain as follows:

SECTION 1: NAME. This Proposition may be referred to as the "Potrero Grande Drive Initiative."

SECTION 2: FINDINGS. The People find as follows:

- A. Monterey Park Municipal Code ("MPMC") Chapter 21.42 generally requires voter approval for changes to the Land Use Element of the General Plan; the Zoning Map; or zoning regulations in the MPMC;
- B. On February 19, 2014, the Monterey Park City Council adopted Ordinance No. XXXX (the "Ordinance") which, if ratified by voters, will change the permissible use of the property from commercial to residential by amending the General Plan, the Zoning Map, and approving a Specific Plan ("SP -13-02" or "2015 Potrero Grande Specific Plan") for property located at 2015 Potrero Grande Drive (the "Property");
- C. The Ordinance can only become effective upon voter ratification pursuant to MPMC Chapter 21.42;
- D. The Property is currently zoned C-S (Commercial Services) and the General Plan designation is Commercial. The Property is currently occupied by a plant nursery which has been operated on the property since approximately 1977; and
- E. If ratified by voters, the Ordinance would allow construction of an 80 unit residential subdivision at the Property.

SECTION 3: APPROVALS. The People hereby ratify the Ordinance and, in doing so, also specifically approve:

- A. General Plan Amendment No. GP-13-02 which changes the land use designation of the Property from C-S (Commercial Services) to SP-13-02 (Specific Plan Residential Use) as graphically set forth in attached Exhibit "A," which is incorporated by reference;

- B. An amendment to the Zoning Map which changes the zoning of the Property from commercial to residential and more specifically from C-S (Commercial Services) to SP-13-02 as graphically set forth in attached Exhibit "B," which is incorporated by reference; and
- C. Adoption of the 2015 Potrero Grande Drive Specific Plan as set forth in the Ordinance.

SECTION 4: INTERPRETATION. This Proposition must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Proposition is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Proposition. The voters declare that this Proposition, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Proposition is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Proposition that can be given effect without the invalid application.

SECTION 5: SEVERABILITY. If any portion of this Proposition is held by a court of competent jurisdiction to be invalid, the remainder of the Proposition and the application of such provision to other persons or circumstances will not be affected thereby. We the People indicate our strong desire that: (i) the City Council use its best efforts to sustain and reenact that portion, and (ii) the City Council implement this Proposition by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Proposition, and then adopting or reenacting such portion as necessary or desirable to permit the planning and development of the Project.

SECTION 6: CONSTRUCTION. This Proposition must be broadly construed in order to achieve the purposes stated in this Proposition. It is the intent of the voters that the provisions of this Proposition be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Proposition.

SECTION 7: ENFORCEABILITY. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or

amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes

SECTION 9: The Mayor will sign this Initiative and the City Clerk will attest and certify to the passage and adoption of this Ordinance if a majority of the voters voting in the City's general election on June 3, 2014 approve the proposition asking whether the voters approve this Initiative.

PASSED AND ADOPTED this ____ day of _____, 2014.

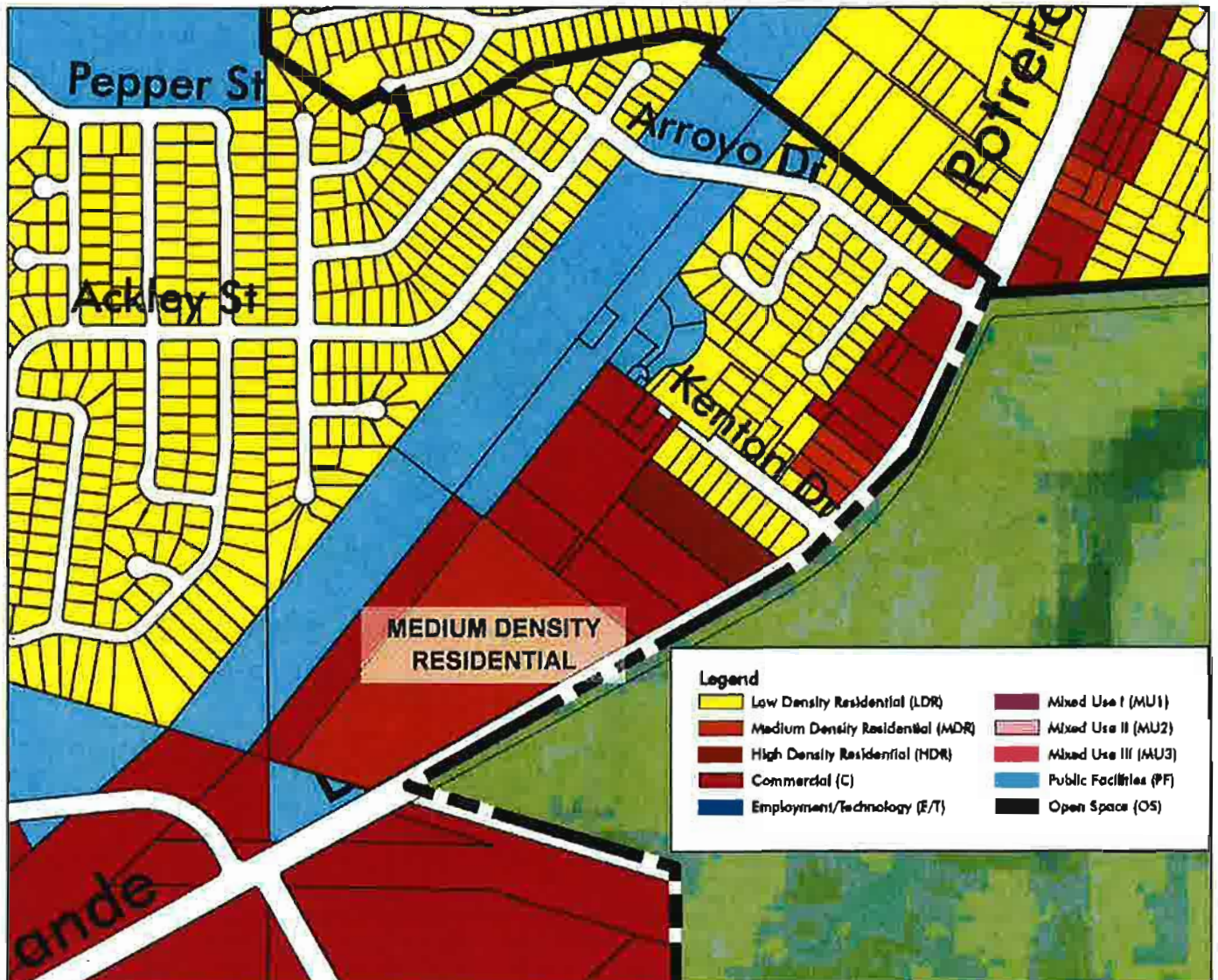
Anthony Wong, Mayor

ATTEST:

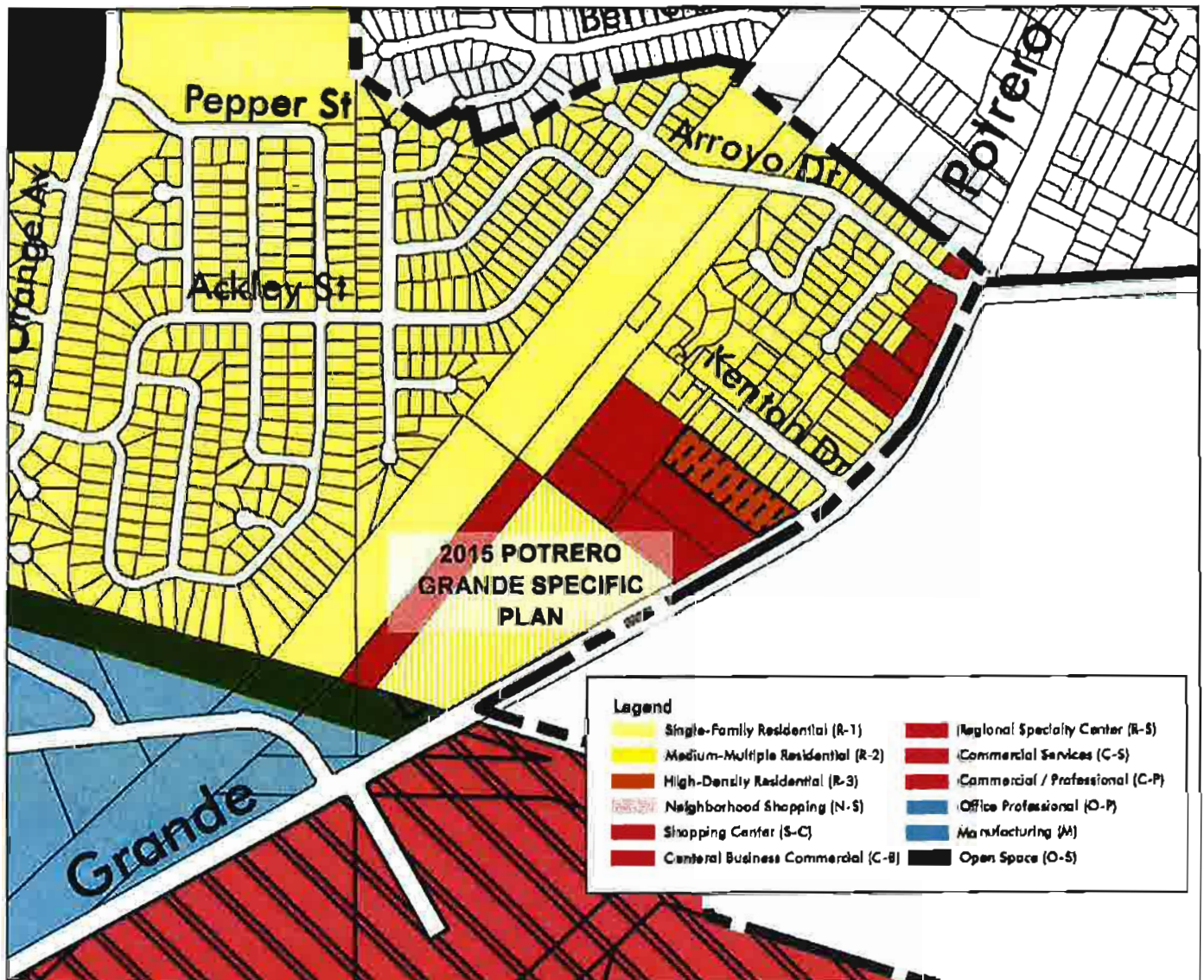
Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney



Amendment of the Land Use Map from Commercial to Medium Density Residential



Amendment of the Zoning Map from Commercial Services (C-S) to 2015 Potrero Grande Specific Plan

RESOLUTION NO. ____

A RESOLUTION ESTABLISHING REQUIREMENTS FOR BALLOT ARGUMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR THE SPECIAL ELECTION ON JUNE 3, 2014.

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: Pursuant to Elections Code § 9281, qualified voters may submit arguments for and against the ballot measures, in addition to rebuttal arguments, for the June 3, 2014 Special Election on forms provided by the City Clerk.

SECTION 2: Arguments filed in accordance with this Resolution must comply with the following requirements in accordance with Elections Code §§ 9282, 9283, 9285, and 9286:

- A. Arguments must be in writing and not exceed three hundred (300) words except for rebuttal argument which may not exceed two hundred and fifty (250) words;
 - B. Arguments may be submitted by the City Council; any councilmember authorized to submit an argument by the City Council; any individual voter eligible to vote on the measures; any bona fide association of citizens; or any combination of voters and associations;
 - C. Arguments must be typewritten in at least a 12 point font;
 - D. Arguments may not include underlining, italics, asterisks, or other, similar, type of formatting;
 - E. Arguments must be accompanied by the printed name and signature or printed names and signatures of the person or persons submitting it, or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers.
 - F. If more than five (5) signatures accompany an argument, only the first five (5) will be printed.
-
- G. Arguments for or against the ballot measures must be received in the City Clerk's office not later than 14 days after the City Council calls for an election. Rebuttal arguments must be received not later than 10 days after the Arguments submittal deadline.

SECTION 3: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:

Resolution No.
Page 2 of 3

- A. Translate all ballot statements into Spanish, Chinese, and Vietnamese;
- B. Make translated copies of ballot statements publicly available.

SECTION 4: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of February, 2014.

Anthony Wong,
Mayor

ATTEST:

Vincent D. Chang, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

Resolution No.
Page 3 of 3

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the _____ day of February, 2014, by the following vote:

Ayes:

Nays:

Absent:

Abstain:

Dated this ____ day of February, 2014.

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

RESOLUTION NO. ____

**A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN
IMPARTIAL ANALYSIS OF BALLOT MEASURES FOR THE SPECIAL
ELECTION CALLED FOR JUNE 3, 2014.**

The City Council of the City of Monterey Park resolves as follows:

SECTION 1: Pursuant to Elections Code § 9280, the City Clerk is directed to transmit a copy of measures placed on the ballot for the June 3, 2014 special election to the City Attorney for an impartial analysis of each.

SECTION 2: Upon receiving the ballot measures, the City Attorney is directed to prepare an impartial analysis of the measures showing their effect, if any, on existing law and the operation of the measures. Such analysis must not be more than 500 words.

SECTION 3: The City Clerk is directed to have the City Attorney's analysis printed before the arguments for and against the measures. Immediately below the impartial analysis, in not less than 10 point bold type, the City Clerk should have the following language printed: "The above statement is an impartial analysis of Measure _____. If you desire a copy of the legislation affected by this measure, please call the City Clerk's office at (626) 307-1359 and a copy will be mailed at no cost to you."

SECTION 4: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:

- A. Translate all ballot statements into Spanish, Chinese, and Vietnamese;
- B. Make translated copies of ballot statements publicly available.

SECTION 5: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of February, 2014.

Anthony Wong,
Mayor

ATTEST:

Vincent D. Chang, CMC, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the ____ day of February, 2014, by the following vote:

Ayes:

Nays:

Absent:

Abstain: _____

Dated this ____ day of February, 2014.

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

RESOLUTION NO.

A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON JUNE 3, 2014 WITH THE COUNTY OF LOS ANGELES GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE § 10403.

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: The City Council finds as follows:

- A. The City Council called a special municipal election to be held on June 3, 2014 for the purpose of considering a ballot measure;
- B. It is desirable that the special municipal election be consolidated with the Los Angeles County General Election to be held on the same date and within the City, the precincts, polling places and election officers of the two elections be the same; and that the county election department of the County of Los Angeles canvass the returns of the special municipal election; and that the election be held in all respects as if there were only one election.

SECTION 2: Pursuant to the requirements of Elections Code § 10403, the Board of Supervisors of the County of Los Angeles is requested to consent and agree to the consolidation of a special municipal election with the Los Angeles County General Election on Tuesday June 3, 2014 for the purpose of considering a proposition placed on the ballot by the City Council pursuant to Elections Code § 9222.

SECTION 3: The City Clerk/Elections Official is directed to forward to the Board of Supervisors of the County of Los Angeles, and to the Los Angeles County Elections Department, a certified copy of this Resolution.

SECTION 4: The Board of Supervisors of Los Angeles County is requested to issue instructions to the Los Angeles County election department to take all steps necessary for the holding of the consolidated election.

SECTION 5: The vote required to approve a ballot measure is a majority (50% plus 1) of the Monterey Park registered voters voting on the measure in the June 3, 2014 special municipal election.

SECTION 6: The City of Monterey Park recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 7: The City Clerk is directed to certify the passage and adoption of this resolution and enter the same in the Book of Original Resolutions.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this ____ day of February, 2014.

Anthony Wong, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly passed, approved and adopted by the City Council of the City of Monterey Park, California, at a regular meeting of said City Council held on the ____ day of February 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney