CITY COUNCIL 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 W. Newmark Avenue, Monterey Park, CA 91754

WEDNESDAY
December 20, 2017
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.

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at www.montereypark.ca.gov.

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

This Agenda includes 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**
FLAG SALUTE	**The Monterey Park Police Explorers**
ROLL CALL	**Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS. While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION

1-A. OUTGOING MAYOR TERESA REAL SEBASTIAN ADDRESS

1-B. 2018 HOMELESS COUNTS - LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA): INFORMATION RELATED TO THE UPCOMING HOMELESS COUNTS IN JANUARY 2018

1-C. TAKE BACK OUR COMMUNITY PROGRAM

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

2-A. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT - NOVEMBER 2017

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

(1) Receive and file the monthly investment report; and

(2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY (SA) MINUTES

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

(1) Approve the minutes from the regular meeting of November 15, 2017; and

(2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR - None.

[4.] PUBLIC HEARING - None.

[5.] OLD BUSINESS

5-A. AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE TO ADD REGULATIONS GOVERNING MOBILE FOOD FACILITIES WITHIN THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Introducing and waiving first reading of an Ordinance amending the Monterey Park Municipal Code (“MPMC”) to implement regulations governing mobile food facilities. Second reading and adoption would occur January 17, 2018; and

(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEAQ regulation (14 California Code of Regulations §§ 15000, et seq.) because it consists only of revisions

and clarifications to existing regulations. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings. This ordinance is an action being taken for enhanced protection of the environment.

5-B. CONSIDER THE PROPOSED CODE AMENDMENTS TO SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

It is recommended that the City Council consider:

(1) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for January 17, 2018; and

(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

5-C. CONSIDER AN ORDINANCE AMENDING MPMC CHAPTERS 21.04 AND 21.24 REGULATING SIGNS (CA-17-02)

It is recommended that the City Council consider:

(1) Opening the public hearing;

(2) Taking documentary and testimonial evidence;

(3) Closing the public hearing and considering the draft ordinance;

(4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for January 17, 2018; and

(5) Taking such additional, related, action that may be desirable.

5-D. SECOND READING AND ADOPTION: AN ORDINANCE TO CONSOLIDATE GENERAL MUNICIPAL ELECTIONS WITH A STATEWIDE GENERAL ELECTIONS IN EVEN YEARS BEGINNING MARCH 3, 2020

It is recommended that the City Council consider:

(1) Waive reading and adopt an ordinance to change the election dates to November even years beginning March 3, 2020; or

(2) Taking such additional, related, action that may be desirable.

5-E. 2017 VARIOUS STREET RESURFACING – AWARD OF CONTRACT

It is recommended that the City Council:

(1) Authorize the City Manager to execute a public works contract, in a form approved by the City Attorney, with Hardy & Harper Inc. of Santa Ana, CA, in the amount of $765,000 for the 2017 Various Street Resurfacing;

(2) Authorize the Interim Director of Public Works to approve change orders and contingency up to $76,500.00 or 10% of the contract amount for this project;

(3) Allocate an additional $76,500 Measure R funds to cover the 10% contingency;

(4) Authorize the City Manager to execute a separate one-year contract with Hardy & Harper in the amount of $100,000 (Additive Bid Alternate 1) to provide on-call asphalt pavement maintenance work; and

(5) Take such additional, related, action that may be desirable.

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).

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF DECEMBER 20, 2017

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated December 20, 2017 totaling $2,468,997.08 specifying the funds out of which the same are to be paid; and

(2) Take such additional, related, action that may be desirable.

6-B. MONTHLY INVESTMENT REPORT – NOVEMBER 2017

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.

6-C. CITY COUNCIL MINUTES

It is recommended that the City Council:

(1) Approve the minutes from the regular meeting of November 15, 2017; and

(2) Take such additional, related, action that may be desirable.

6-D. SEEK CITY COUNCIL CONSENT TO ALLOW THE INSTALLATION OF SOLAR FACILITIES UNDER THE CITY'S AGREEMENT WITH MONTEREY PARK APARTMENTS HOUSING INVESTORS, LP C/O LINC COMMUNITY DEVELOPMENT CORPORATION

It is recommended that the City Council consider:

(1) Allowing Monterey Park Apartments Housing Investors, LP c/o LINC Community Development Corporation to install solar facilities and authorizing the City Manager memorialize such authority as appropriate; and

(2) Take such additional, related, action that may be desirable.

6-E. AMENDMENT TO CONSULTANT AGREEMENT FOR WATER, WASTEWATER, AND SOLID WASTE RATE STUDIES

It is recommended that the City Council consider:

(1) Authorizing the City Manager to amend the current agreement with Raftelis Financial Consultants, Inc. for an additional $49,190 in a form to be approved by the City Attorney; and

(2) Take such additional, related, action that may be desirable.

6-F. REPAINTING OF BARNES PARK DAYCARE CLASSROOM AND GARVEY RANCH PARK DAYCARE CLASSROOM - AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Color New Co. of Woodland Hills, CA, in the amount of $51,000 for the Repainting of the Barnes Park Daycare Classroom, Garvey Ranch Park Daycare Classroom, and Additive Bid Alternate 2 (Police Department areas);

(2) Authorize the Interim Director of Public Works to approve change orders and contingency up to $5,100 or 10% of the contract amount for this project; and

(3) Take such additional, related, action that may be desirable.

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).

6-G. ORDINANCE TO REPEAL OF CHAPTER 9.60 OF THE MONTEREY PARK MUNICIPAL CODE REGULATING PROFANITY IN PUBLIC

It is recommended that the City Council:

(1) Introduce and waive first reading of an ordinance that repeals Monterey Park Municipal Code (MPMC) Chapter 9.60. Second reading and adoption would occur on January 17, 2018; and

(2) Take such additional, related, action that may be desirable.

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

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS

PRESENTATION

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: (SA) New Business Agenda Item 2-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, Director of Management Services

SUBJECT: Successor Agency Monthly Investment Report - November 2017

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 November 30, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking		209,549.78
• Successor Agency (SA) RORF		71,190.00
	Total	$ 280,739.78

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
Director of Management Services

Approved by:

Ron Bow
City Manager

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: (SA) New Business
Agenda Item 2-B.

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)

(1) Approve the minutes from the regular meeting of November 15, 2017; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Jesus Hernandez
Minutes Clerk

Approved By:

Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
NOVEMBER 15, 2017

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, Wednesday, November 15, 2017 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 7:00 p.m.

FLAG SALUTE:
The Monterey Park Police Explorers

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present:	Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	Peter Chan

ALSO PRESENT: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, City Librarian Norma Arvizu, Interim Public Works Director Tito Haes, Interim Director of Recreation & Community Services Robert Aguirre, Police Captain Kelly Gordon, Senior Planner Samantha Tewasart, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS

- Shannon Asquith, manager for the Animal Care Center in Downey, introduced the services of the Animal Care Center in Downey for Los Angeles County Animal Care and Control and showcased one of their puppies available for adoption.

- Shelton Dong and Alyssa Wong, Mark Keppel High School students, provided an update on the upcoming school events.

- Tom Cody announced that the Cody's household has committed to adopting the puppy.

1. PRESENTATIONS

None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF NOVEMBER 15, 2017

Disbursements will be made from the funds referenced in the resolution attached to the staff report in Warrants numbered 350-351.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved payment of warrants and adopted Resolution No. SA-144 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated November 15, 2017 totaling $120.39 and specifying the funds out of which the same are to be paid.

Motion: Moved by Council Member Liang and seconded by Council Member Ing, motion carried by the following vote:

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

Resolution No. SA-144 , entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 15TH DAY OF NOVEMBER 2017 TOTALING $120.39 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT - OCTOBER 2017

As of October 31, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	220,584.52
• Successor Agency (SA) RORF	71,190.00
Total	$ 291,774.52

Action Taken: The City Council, acting on behalf of the Successor Agency, received and filed the Monthly Investment Report.

Motion: Moved by Council Member Liang and seconded by Council Member Ing, motion carried by the following vote:

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

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

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works
Jim Smith, Police Chief
Michael Huntley, Director of Community and Economic Development

SUBJECT: An Ordinance Amending Monterey Park Municipal Code to Add Regulations Governing Mobile Food Facilities Within the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an Ordinance amending the Monterey Park Municipal Code ("MPMC") to implement regulations governing mobile food facilities. Second reading and adoption would occur January 17, 2018; and
2. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEAQ regulation (14 California Code of Regulations §§ 15000, et seq.) because it consists only of revisions and clarifications to existing regulations. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings. This ordinance is an action being taken for enhanced protection of the environment.

EXECUTIVE SUMMARY:

On November 1, 2017, the City Council directed staff to address a variety of concerns related to the recent influx of food trucks in the City. Staff prepared the attached ordinance for City Council consideration.

BACKGROUND:

The proposed Ordinance amends the MPMC's public health regulations, solid waste, and zoning regulations to govern Mobile Food Facilities. The Ordinance addresses the following specific concerns:

1. Health Department letter grade sign must be clearly visible.

2. The City may immediately close any food truck with a letter grade less than "A."

3. A Mobile Food Facility Route Sheet must be completed. The Route Sheet must include the food truck's proposed location(s).

4. Overnight on-street parking of food trucks is prohibited.

5. Hours of operation – Food trucks are limited to vending during the hours of operation of the adjacent, permanent business.

6. Restroom Facilities – Food trucks must provide a toilet and handwashing facility or evidence they have permission to use the facility from the owner of a private restroom within 200 feet of their location. In addition, the owner providing the private restroom must enter into a hold harmless agreement approved by the City that defends and indemnifies the City.

7. Trash must be collected and disposed of outside of the City by the food trucks.

8. The Ordinance creates regulations allowing for the operation of food trucks off-street.

The City Council also discussed the possibility of additional parking restrictions on North Atlantic Boulevard and Riggin Street, just west of Garfield Avenue. The additional parking restrictions varied between limited parking hours to no parking the entire length of the North Atlantic Boulevard between Emerson and Garvey Avenues. Based on the latest field observations, the food trucks do not create line of sight issues to vehicles exiting the parking lots and the proposed ordinance should address the concerns created by the food trucks. Accordingly, staff does not recommend implementing additional parking restrictions.

FISCAL IMPACT:

It is difficult to assess the full financial effect of implementing the ordinance at this time. At a minimum, the City would incur $1,065 for codifying the new regulations within the MPMC. Additionally, the MPPD projects that there will be a moderate increase in enforcement costs.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Jim Smith
Chief of Police

Michael Huntley
Director of Community and Economic Development

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. November 1, 2017 Staff Report "Mobile Food Facilities – Food Trucks"
2. Proposed Ordinance

ATTACHMENT 1

November 1, 2017 Staff Report "Mobile Food Facilities – Food Trucks"

City Council Staff Report

DATE: November 1, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-B.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works
Jim Smith, Police Chief
Michael Huntley, Director of Community and Economic Development

SUBJECT: Mobile Food Facilities – Food Trucks

RECOMMENDATION:

It is recommended that the City Council:

1. Provide direction as to the types of regulations that should be considered at a future City Council meeting regarding food trucks; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

In May and July, the City Council considered various matters affecting "food trucks." Staff reports from those meetings are attached for reference.

As noted in those reports, the Planning Commission asked for Council consideration of new regulations in May; in July, the City Council directed staff to take initial actions regarding line of site issues on North Atlantic Boulevard. It also directed staff to return with proposals for otherwise regulating food trucks throughout the City.

The May 17, 2017 staff report outlines several items that the City Council could implement. It also points out that there are certain limitations on what kinds of regulations may be imposed on food trucks.

BACKGROUND:

The City Council previously discussed the presence of food trucks within the City. While these vehicles were traditionally present at areas where restaurants were not readily available, e.g., construction sites and industrial areas, contemporary food trucks are coveted by younger "foodies" who view their patronage as a cultural experience. As a result, there has been an overall increase in the presence of food trucks that park in busy commercial areas to attract regional patrons.

The City Council previously identified concerns with all food trucks including, without limitation, the following:

- Line of sight issues due to the height of the vehicles;
- Litter and general "uncleanliness" of the public right-of-way, created by customers and food trucks;
- Impacts to available on-street parking;
- Perceived unfair competition to brick and mortar restaurants; and
- Pedestrian safety due to customers trying to get to the food trucks (crossing streets unsafely or illegally, blocking driveways and/or sidewalks while in line).

The attached May and July staff reports outline the City's various options. In sum, they are:

- Require food truck operators to disclose route information to the City to facilitate inspections (see, e.g., Los Angeles County Code § 8.04.403 and Health & Safety Code § 113709).
- Prohibit food trucks with a grade of "C" or below from operating within the City.
- Limit the times of operation for food trucks.
- Prevent trucks from operating in certain locations if they might compromise public safety (e.g., by contributing to traffic or encouraging customers to walk into traffic).

If the City Council wishes to implement one or more of these options, then the City Attorney's office would draft an ordinance that would amend the Monterey Park Municipal Code ("MPMC").

FISCAL IMPACT:

None identified with considering this staff report.

Respectfully submitted by:

Tito Haes, Interim Director of Public Works

Jim Smith, Police Chief

For M.H.

Michael Huntley, Director of Community and Economic Development

Approved by:

Ron Bow, City Manager

Reviewed by:

Karl H. Berger, Assistant City Attorney

ATTACHMENT 1 - STAFF REPORTS

ATTACHMENT 1
Staff Reports

Planning Commission Staff Report

DATE: May 1, 2017

AGENDA ITEM NO:

TO: The Planning Commission

FROM: Karl H. Berger, Assistant City Attorney

SUBJECT: Food Truck Overview

RECOMMENDATION:

It is recommended that the Planning Commission:

(1) Receive and file this report providing an overview of food truck regulations; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At its meeting on February 28, 2017, the Planning Commission requested an overview regarding the regulations governing food trucks within the City's jurisdiction. An observation was made that the number of food trucks seemed to be increasing and the question was whether the City could regulate such vehicles. At the outset, please note that this is an informational item only. None of the existing regulations or potential new regulations regarding food trucks affect land use. Accordingly, while the Planning Commission can certainly provide its observations to the City Council, these regulations are not within the Planning Commission's legal authority.

BACKGROUND:

California law regulates food trucks through various statutes including:

- Vehicle Code § 22456 – provides general restrictions on food trucks including, without limitation, sign requirements; parking restrictions (cannot park on a street where the speed limit is greater than 25 mph; or within 100 feet of an intersection with a speed limit greater than 25 mph; or where an operator's view is obstructed); and special restrictions on ice cream trucks.

- Health and Safety Code § 114315 – food trucks must be operated within 200 feet of available restrooms.

- Health and Safety Code § 113705 – uniform health and sanitation standards for retail food facilities.

Health and Safety Code §§ 113709 and 113713 along with Vehicle Code § 22455 authorize the City to enact certain local regulations. Such regulations include:

- Adopt evaluation or grading system for food facilities.
- Prohibit any type of food facility.
- Adopt employee health certification program.
- Require consumer toilets and handwashing facilities.
- Adopt public safety regulations related to the type of vending or the time, place, and manner of vending, of food trucks, as allowed by the Vehicle Code.
- Prohibit the presence of pet dogs.

Pursuant to that authority, the City of Monterey Park adopted certain regulations affecting food trucks in Monterey Park Municipal Code ("MPMC") Chapter 6.05. Specifically, the MPMC regulates "food establishments" within the City's jurisdiction which includes "mobile food preparation units" (MPMC § 6.05.010). Further, a health officer has discretion to

> "immediately close any food establishment which, upon completion of the routine or owner-initiated inspection, does not achieve a "C" grade or higher as defined in this chapter... [or] immediately clos[e] any food establishment if, in his discretion, immediate closure is necessary to protect the public health." (MPMC § 6.05.070).

The City Council could, if it chose, adopt additional – or clarifying – regulations to accomplish the following:

- Require food truck operators to disclose route information to the City to facilitate inspections (*see, e.g.,* Los Angeles County Code § 8.04.403 and Health & Safety Code § 113709).
- Prohibit food trucks with a grade of "C" or below from operating within the City.
- Limit the times of operation for food trucks.
- Prevent trucks from operating in certain locations if they might compromise public safety (e.g., by contributing to traffic or encouraging customers to walk into traffic).

The City Council could try prohibiting food trucks. Note, however, there is case law suggesting that the City is precluded from imposing a complete ban of food trucks on public right-of-ways.[1] The Vehicle Code was amended since that time to make it apparent that the City has some leeway in regulating food trucks. It is likely more defensible to limit the regulations to specific concerns such as the location or hours of operations (for example, prohibit vendors from conducting business within a certain distance of schools, only operate between 10:00 a.m. and dusk), rather than completely ban such vendors.

[1] *Barajas v. City of Anaheim* (1993) 15 Cal.App.4th 1808.

Title 6 HEALTH AND SANITATION

Chapter 6.05 REGULATION OF FOOD ESTABLISHMENTS

6.05.010 Definitions.

As used in this chapter:

"Certified food handler" means an owner, operator or employee, at least eighteen years of age, who has successfully passed an approved and accredited food safety certification examination and who supervises all or part of the food service operations within a food establishment and is responsible for training the operation's employees in the areas set forth in Section 11.11.190 of the Los Angeles County Code as it currently exists or hereafter may be amended.

"Clearly visible to the general public and to patrons" means (1) posted in the front window of the establishment within five feet of the front door; or (2) posted in a display case mounted on the outside front wall of the establishment within five feet of the front door; or (3) posted in a location as directed and determined in the discretion of the health officer to ensure proper notice to the general public and to patrons. In the event that a food establishment is operated in the same building or space as a separately licensed or permitted business, or in the event that a food establishment shares a common patron entrance with a separately licensed or permitted business, or in the event of both, "clearly visible to the general public and to patrons" means the initial patron contact area or a location as determined in the discretion of the health officer.

"Department" means the county of Los Angeles department of health services.

"Director" means the director of the county of Los Angeles department of health services or duly authorized designee.

"Food establishment" or "food service operation" means any food service business which prepares food or any potentially hazardous food, on the premises for sale or gift to the public and includes, but is not limited to, all restaurants, markets, bakeries, caterers, mobile food preparation units, commissaries and food processing establishments or businesses operating in conjunction with food processing establishments.

"Food handler" means and includes all persons employed by, or working in a voluntary or nonpaid capacity, for a food establishment wherein the person handles, touches, cleans, stores, packages, prepares, or otherwise processes food or potentially hazardous food.

"Food handler's training certificate" means a certificate issued by the department, certifying that a food handler has satisfactorily demonstrated competency in food protection and practices by passing a written examination administered by the department or by completing a food handler's training course approved by the director.

"Food official inspection report" means the written notice prepared and issued by the health officer after conducting an inspection of a food facility to determine quarantines, rules, regulations or directives relating to the public health.

"Grade" or "grading" means the letter grade issued by the health officer at the conclusion of a routine inspection or owner-initiated inspection of a food establishment. The grade shall be based upon the scoring method set forth in this chapter resulting from the food official inspection report and shall reflect the food establishment's degree of compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations or directives relating to the public health.

"Health officer" or "health inspector" means an employee of the county of Los Angeles department of health services appointed to a position responsible for conducting health inspections of food establishments in the city.

"Inspection score card" means a card that must be posted at a food establishment, upon completion of a routine or owner-initiated inspection, that indicates the total numerical percentage score for the food establishment as determined by the health officer and as set forth in the food official inspection report.

"Letter grade card" means a card that must be posted at a food establishment upon completion of a routine or owner-initiated inspection that indicates the letter grade of the food establishment as determined by the health officer using the scoring method set forth in this chapter.

"Notice of closure" means a public notice that may be posted by the health officer at a food establishment upon suspension or revocation of the establishment's public health permit and that results in the immediate closure of the establishment and the discontinuance of all operations of the food establishment, by order of the health officer, because of violations of applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations or directives relating to the public health.

"Owner-initiated inspection" means an inspection conducted by the health officer pursuant to a request from the food establishment, following a routine inspection, to determine compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations or directions relating to public health.

"Potentially hazardous food" means those foods set forth in California Health and Safety Code Section 113845 as it currently exists or hereafter may be amended.

"Routine inspection" means a periodic, unannounced inspection of any food establishment to determine compliance with all applicable federal, state and local statutes, orders, ordinances, quarantines, rules, regulations or directions relating to public health. A routine inspection shall not mean an inspection conducted by the health officer to determine compliance with a previously issued food official inspection report or any interim or owner-initiated inspection conducted to determine compliance with specific relations or legal requirements. (Ord. 1953 § 1, 1999)

6.05.020 Inspection and grading.

Upon completion of a routine inspection, or owner-initiated inspection, of a food establishment, the health officer shall complete a food official inspection report and shall assign a grade to the food establishment based upon the final numerical percentage score set forth in the food official inspection report, as follows:

(a) A grade of "A" shall indicate a final score of ninety percent or higher as determined by the health officer.

(b) A grade of "B" shall indicate a final score of less than ninety percent but not less than eighty percent as determined by the health officer.

(c) A grade of "C" shall indicate a final score less than eighty percent but not less than seventy percent as determined by the health officer. (Ord. 1953 § 1, 1999)

6.05.030 Posting requirement.

(a) Upon issuance by the health officer, the health officer shall post at every food establishment, the letter grade card, the inspection score card, or both, as determined by the health officer, so as to be clearly visible to the general public and to patrons entering the establishment. For food establishments earning a final score of less than seventy percent, the inspection score card only shall be posted.

(b) Every food establishment shall post a legibly lettered sign which displays the following information so as to be clearly visible to the general public and to patrons entering the establishment:

Any public health concerns regarding this establishment should be directed to the County of Los Angeles, Environmental Health Office, located at: (local office address and telephone number to be provided by the Health Officer)

(Ord. 1953 § 1, 1999)

6.05.040 Hiding, removal or defacement of grade card or score card prohibited.

The posted letter grade card, inspection score card, or both, shall not be defaced, marred, camouflaged, hidden or removed. It is unlawful to operate a food establishment unless the letter grade card, the inspection score card, or both, as determined by the health officer, is or are in place in a location clearly visible to the general public and to patrons both, is a violation of this chapter and may result in the suspension or revocation of the public health permit and shall be punishable as specified in Section 6.05.220. (Ord. 1953 § 1, 1999)

6.05.050 Inspection report available for public review.

The food official inspection report, upon which the letter grade card, the inspection score card, or both, are based, and all subsequent reports issued by the health officer, shall be maintained at the food establishment and shall be available to the general public and to patrons for review upon request during regular business hours. The food establishment shall keep the food official inspection report and all subsequent reports until such time as the health officer completes the next routine or owner-initiated inspection of the establishment and issues a new food official inspection report. (Ord. 1953 § 1, 1999)

6.05.060 Period of validity.

A letter grade card, an inspection score card, or both, shall remain valid until the health officer completes the next routine inspection of the food establishment or until an owner-initiated inspection is conducted so long as the owner-initiated inspection is conducted pursuant to procedural and administrative guidelines established by the department for issuance of new grades prior to the next routine inspection. (Ord. 1953 § 1, 1999)

6.05.070 Grade sufficient to close.

The health officer, in his/her discretion, may immediately close any food establishment which, upon completion of the routine or owner-initiated inspection, does not achieve a "C" grade or higher as defined in this chapter. Nothing in this provision shall prohibit the health officer from immediately closing any food establishment if, in his discretion, immediate closure is necessary to protect the public health. (Ord. 1953 § 1, 1999)

6.05.080 Public health permit suspension or revocation—Notice of closure.

(a) Upon issuance of a written notice of suspension or revocation of a public health permit by the health officer, the health officer shall post a notice of closure at the food establishment so as to be clearly visible to the general public and to patrons.

(b) Upon issuance of the written notice of suspension or revocation of the public health permit by the health officer, the food establishment shall immediately close to the general public and to patrons and shall discontinue all operations until the public health permit has been reissued or reinstated by order of the health officer or until the establishment no longer operates as a food establishment.

(c) The notice of closure shall remain posted until removed by the health officer. Removal of the notice of closure by any person other than the health officer or the refusal of a food establishment to close upon issuance of the written notice of suspension of the public health permit is a violation of this chapter and may result in the suspension or revocation of the food establishment's public health permit and shall be punishable as specified in Section 6.05.220. (Ord. 1953 § 1, 1999)

6.05.090 Certified food handler requirement.

Effective January 1, 2000, each food establishment shall have at least one certified food handler. For purposes of this section, multiple contiguous food establishments permitted within the same site and under the same management, ownership or control shall be deemed to be one food establishment, notwithstanding the fact that the food establishments may operate under separate permits. Failure to have a certified food handler shall be grounds for the suspension or revocation of the food operation's public health permit and shall be punishable as set forth in Section 6.05.220. (Ord. 1953 § 1, 1999)

6.05.100 Procedure for obtaining a food handler's training certificate.

(a) Every person desiring certification as a certified food handler shall file with the department an application for certification, accompanied by an application fee as set forth by the department. Upon application, each person desiring certification shall provide:

(1) Proof of successful completion of a food handler's training course approved by the department;

(2) A food handler's training certificate which indicates passage of an examination developed and administered by the Center for Occupational and Professional Assessment of the Educational Testing Service; or

(3) Any other food handler's training certificate which, in the discretion of the director, is equivalent to that in subsection (a)(1) or (2) above.

(b) Alternatively to subsection (a) of this section, any person desiring certification as a certified food handler, upon payment of an examination fee, may take an examination administered by the department. The department shall certify only those persons who receive a score of seventy-five percent or higher on its examinations. The payment of any examination fee shall be in addition to the application fee set forth by department. (Ord. 1953 § 1, 1999)

6.05.110 Food handler's training course.

Any food handler's training course taken by a person desiring certification as a certified food handler shall be a minimum of four hours in duration. The course of instruction shall include, but not be limited to, the following subject matter: microorganisms, sources of foodborne illness microorganisms, foodborne illness, the means by which food is contaminated by microorganisms and toxic substance, the methods for protection of food to prevent foodborne illnesses, personal hygiene for food handlers, proper utensils and equipment washing and sanitizing, and proper receiving and storage of food. (Ord. 1953 § 1, 1999)

6.05.120 Multiple food establishments.

Persons who operate more than one food establishment shall be required to have a certified food handler at each operation, unless otherwise exempted under Section 6.05.090. (Ord. 1953 § 1, 1999)

6.05.130 Exemptions.

Food establishments that deal exclusively in nonpotentially hazardous prepackaged food and beverages or food establishments required by the department to have only temporary operating permits shall be exempt from the certified food handler requirements of this chapter. (Ord. 1953 § 1, 1999)

6.05.140 Display of food handler's training certificate.

The food handler's training certificate shall be posted in a conspicuous place within the food establishment, or in a location designated and approved by the director. (Ord. 1953 § 1, 1999)

6.05.150 Change of certified food handler.

A certified food handler who changes his or her place of employment after obtaining a food handler's training certificate may display the certificate in any other food establishment in which he or she is subsequently employed. A food establishment that loses its certified food handler must obtain another certified food handler within thirty days. (Ord. 1953 § 1, 1999)

6.05.160 List of certified food handlers.

The department shall maintain a current list of all certified food handlers within the county of Los Angeles. (Ord. 1953 § 1, 1999)

6.05.170 Expiration.

The food handler's training certificate shall be valid for the time period set forth by the department. Upon the expiration of the food handler's training certificate, all persons must re-apply for a new certificate in accordance with the procedures for obtaining a new certificate as set forth in this chapter. (Ord. 1953 § 1, 1999)

6.05.180 Duplicate food handler's training certificate.

The director, upon a showing of good cause, may issue a duplicate food handler's training certificate upon payment of a duplicate certificate fee. (Ord. 1953 § 1, 1999)

6.05.190 Revocation of food handler's training certificate.

(a) The director may immediately revoke any food handler's training certificate when any of the following is found to exist within a food establishment which is operated by or under the supervision of a certified food handler:

(1) Evidence indicating repeated or continuing violations of required procedures and practices in the preparation, service, storage, distribution or sale of food or beverage offered for public consumption;

(2) Any condition detrimental to the public health, which shall include but not be limited to any condition that can cause food infection, food intoxication, disease transmission or any hazardous condition including, but not limited to, unsafe food temperature; or

(3) Evidence indicating falsification of information required by the department for issuance of the food handler's training certificate.

(b) The director shall issue a notice to the certified food handler setting forth the acts or omissions with which he or she is charged and informing him or her of the right to a hearing, if requested, to show cause why the certificate should be reinstated. (Ord. 1953 § 1, 1999)

6.05.200 Right to appeal following revocation.

(a) Any certified food handler whose certificate has been revoked may make a written request with the department for hearing within fifteen calendar days after receipt of the notice specified in Section 6.05.190 to show cause why the certificate should be reinstated. A failure to request a hearing within fifteen calendar days after receipt of the notice shall be deemed a waiver of the right to a hearing. When circumstances warrant, the director may order a hearing at any reasonable time within this fifteen day period to expedite the certification revocation process.

(b) The hearing shall be held within fifteen calendar days of the receipt of the request for hearing. Upon written request of the certified food handler, the director may postpone any date, if circumstances warrant such action.

(c) An environmental health services manager for the department shall preside over any hearing requested under this section. (Ord. 1953 § 1, 1999)

6.05.210 Notice of decision.

The director shall issue a written notice of decision to the certified food handler within five working days of the hearing. The notice of decision shall specify the acts or omissions with which the certified food handler is charged and shall specify either that the certificate remains revoked or that it has been reinstated. (Ord. 1953 § 1, 1999)

6.05.220 Violation.

Notwithstanding any other provision of this chapter, violation of this chapter is a misdemeanor and is punishable as set forth by this code. (Ord. 1953 § 1, 1999)

View the mobile version.

City Council Staff Report

DATE May 17, 2017

AGENDA ITEM NO: ~~New Business~~ Agenda Item 6-J.

TO: The Honorable Mayor and City Council

FROM: Michael Huntley, Director of Community & Economic Development

SUBJECT: Food Truck Overview – Request by the Planning Commission

RECOMMENDATION:

It is recommended that the City Council consider:

1) Receiving and filing this report;
2) If appropriate, provide direction to the City Manager regarding providing draft regulations affecting food trucks; and
3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On May 9, 2017, the Planning Commission considered the attached staff report regarding food trucks within the City's jurisdiction. It asked that the City Council consider this issue and, if appropriate, give direction as to "next steps," if any.

BACKGROUND:

In a previous meeting, the Planning Commission requested information regarding food truck regulations. Concerns were expressed regarding the increased concentration of food trucks along Atlantic.

While regulation of food trucks is not a land use function, and thus lies outside of the Planning Commission's subject-matter jurisdiction, the Commission still felt the subject was important. As a result, the Planning Commission asked that the matter be placed on the City Council agenda.

FISCAL IMPACT:

No identifiable fiscal impact.

ATTACHMENTS:

Planning Commission staff report from May 9, 2017.

Respectfully submitted:

By: _____
Michael Huntley,
Director of Community and Economic Development

Approved by:

_____
Ron Bow, Interim City Manager

Reviewed by:

_____
Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Designation of "No Parking" areas on North Atlantic Boulevard between West Garvey Avenue and West Emerson Avenue

RECOMMENDATION:

It is recommended that the City Council consider to:

1. Adopt Resolution No._____ establishing "no parking" areas on North Atlantic Boulevard between West Garvey Avenue and West Emerson Avenue, per Monterey Park Municipal Code ("MPMC") §10.48.090; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

There are currently line of sight issues associated with vehicles parking along North Atlantic Boulevard between Garvey Avenue and Emerson Avenue. Staff investigated the situation and proposes installing red curbing to eliminate the line of sight issues.

BACKGROUND:

Parking is allowed along a majority of Atlantic Boulevard between Garvey Avenue and Emerson Avenue. However, the current parking alignment creates line of sight, visibility issues for vehicles exiting the parking areas onto Atlantic Boulevard. Staff investigated the area and has created proposed red curbing to eliminate the line of sight issues. The proposed, new red curbing still allows for parking along Atlantic Boulevard, yet eliminates the line of sight issues.

Staff proposes installing a total of 85 additional feet of red curbing at three different sections along the east side of Atlantic Boulevard between Garvey Avenue and Emerson Avenue. Attached is an exhibit showing the proposed additional red curbing.

FISCAL IMPACT:

Installation of the proposed red curbing will be completed using in-house Public Works maintenance staff resources.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
Interim City Manager

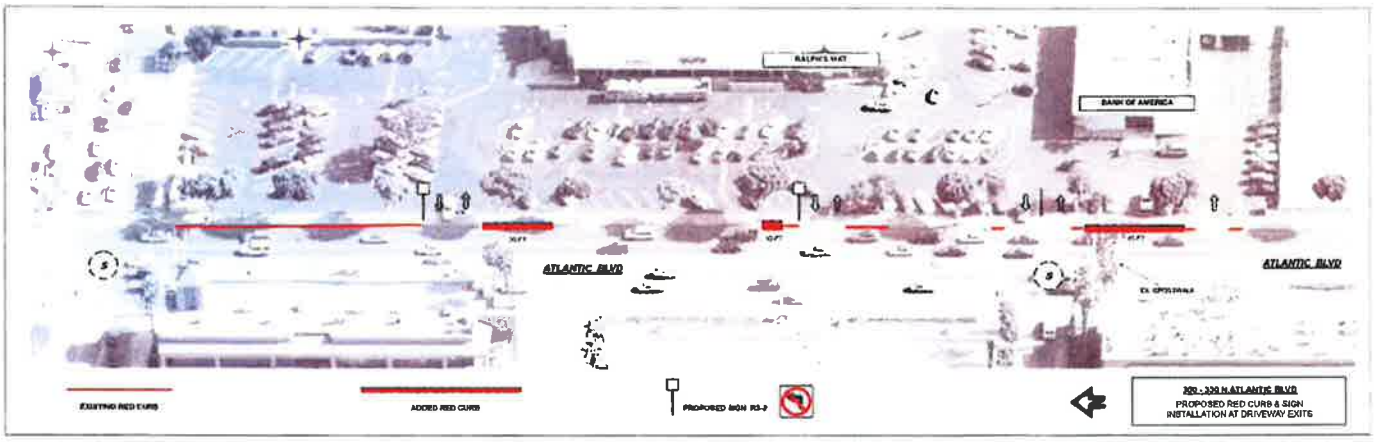
Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachment:

1. Exhibit showing proposed new red curbing on Atlantic Boulevard
2. Resolution

ATTACHMENT1
Exhibit showing proposed new
red curbing on Atlantic Boulevard


ATLANTIC BLVD
ATLANTIC BLVD
ADDED RED CURB
PROPOSED SIGN R3-2
PROPOSED RED CURB & SIGN
INSTALLATION AT DRIVEWAY EXITS

ATTACHMENT 2
Resolution

RESOLUTION NO. __

A RESOLUTION REGARDING NO PARKING REGULATIONS ON ATLANTIC BOULEVARD BETWEEN GARVEY AVENUE AND EMERSON AVENUE.

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

SECTION 1: Pursuant to those sections of the Monterey Park Municipal Code ("MPMC") identified below, this Resolution restricts the use of streets and street portions for parking, driving, and as otherwise specified:

SECTION 2: Pursuant to MPMC §10.48.090, the following streets, or street sections, are designated as "No Parking At Any Time":

No	Street Name	Street Side	Designated Area
1.	ATLANTIC BOULEVARD	East	Emerson Ave. to Garvey Ave.

SECTION 3: Repeal of any resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosection and imposition of penalties for any violation occurring before, this Resolution'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 Resolution.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

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

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

CERTIFICATION

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 whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of July, 2017, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of _____, 2017.

Vincent D. Chang, City Clerk
Of the City of Monterey Park,
California
(SEAL)

ATTACHMENT 2
Proposed Ordinance

ORDINANCE NO. ____

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE TO ADD REGULATIONS GOVERNING MOBILE FOOD FACILITIES WITHIN THE CITY OF MONTEREY PARK.

The city council of the city of Monterey Park does ordain as follows:

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

A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations.

B. A review of the Monterey Park Municipal Code ("MPMC") shows that it is desirable to update regulations governing mobile food facilities (aka "food trucks") as defined by California law.

C. Residential areas within the City have limited parking spaces. The presence of food trucks within residential areas necessarily occupies such parking spaces frequently to the detriment of local residents and their guests.

D. While the California Vehicle Code generally allows mobile food facilities to utilize public streets for commercial purposes, it is in the public interest for the City Council to balance the private, commercial, use of streets within residential areas with the legitimate need for residents (and their guests) to use onstreet parking for residential purposes.

E. It is in the public interest to discourage persons from unreasonably utilizing residential streets for commercial purposes and ensure parking availability for other visitors and residents.

F. A review of the MPMC demonstrates that many of the concerns regarding mobile food facilities are regulated either by California law or regulations adopted by the Los Angeles County Board of Supervisors and already integrated within the MPMC. Those existing regulations, however, should be periodically updated and reflect the City's current needs.

SECTION 2: MPMC § 6.05.010 is amended to read as follows:

"6.05.010 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 Chapter. Words and phrases undefined in this Code have the same meaning as set forth in Title 8 of the Public Health Code of Los Angeles County as amended by this code (*see* MPMC § 6.04.010). ~~As used in this chapter:~~

* * *

"Clearly visible to the general public and to patrons" means (1) posted in the front window of the establishment or posted in a display case mounted on the outside front wall of the food facility within five feet of the front door; or (2) posted in a display case mounted on the outside front wall of the establishment within five feet of the front door; or (3) posted adjacent to the pass out window on a mobile food facility, or on the customer service side of an unenclosed mobile food facility; or (~~3~~4) posted in a location as directed and determined in the discretion of the health officer to ensure proper notice to the general public and to patrons. In the event that a food establishment is operated in the same building or space as a separately licensed or permitted business, or in the event that a food establishment shares a common patron entrance with a separately licensed or permitted business, or in the event of both, "clearly visible to the general public and to patrons" means the initial patron contact area or a location as determined in the discretion of the health officer.

* * *

"Food establishment" or "food service operation" means a food facility as defined in California Health and Safety Code § 113789 including, without limitation, a mobile food facility~~any food service business which prepares food or any potentially hazardous food, on the premises for sale or gift to the public and includes, but is not limited to, all restaurants, markets, bakeries, caterers, mobile food preparation units, commissaries and food processing establishments or businesses operating in conjunction with food processing establishments~~.

* * *

"Grade" or "grading" has the same meaning as set forth in Los Angeles County Code § ~~means~~ 8.04.225~~the letter grade issued by the health officer at the conclusion of a routine inspection or owner-initiated inspection of a food establishment. The grade shall be based upon the scoring method set forth in this chapter resulting from the food official inspection report and shall reflect the food establishment's degree of compliance with all applicable~~

~~federal, state and local statutes, orders, ordinances, quarantines, rules, regulations or directives relating to the public health~~.

"Health officer" or "health inspector" means the city manager, or designee, and an employee of the county of Los Angeles department of health services appointed to a position responsible for conducting health inspections of food establishments in the city.

* * *

"Mobile food facility" means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer.

* * *

"Private Restroom" means a toilet and handwashing facility as required by Health and Safety Code § 114315 for mobile food facilities.

* * *"

SECTION 3: MPMC § 6.05.070 is amended to read as follows:

"6.05.070 Grade sufficient to close.

Except for a mobile food facility, ~~T~~the health officer, in his/her discretion, may immediately close any food establishment which, upon completion of the routine or owner-initiated inspection, does not achieve a "C" grade or higher as defined in this chapter. A health officer may immediately close any mobile food facility that does not achieve an "A" grade or higher as defined in this chapter. Nothing in this provision shall prohibit the health officer from immediately closing any food establishment if, in his discretion, immediate closure is necessary to protect the public health."

SECTION 4: A new MPMC § 6.05.087 is added to read as follows:

"6.05.087. Mobile Food Facilities – Additional Requirements. In addition to all other requirements of applicable law including, without limitation, requirements of the Vehicle Code as to operability and safety, mobile food facilities must comply with the following:

A. No vendors can conduct any vending operations other than sale of food items for immediate consumption.

B. No vendor will conduct vending operations from any device or vehicle other than a mobile truck.

C. Mobile food facilities cannot:

1. Be left unattended at any time;

2. Be parked or placed within 15 feet of any right-of-way other than a street;

3. Be permitted as a permanent or proprietary location on any property within the City;

4. Leave equipment on site for overnight storage; and

5. Be parked or placed within 25 feet of the entrance or exit to any building.

D. No sale of food items in glass containers is permitted.

E. No vendor can ring bells, play chimes, play an amplified musical system, or make any other notice to attract attention to its business while operating within City limits.

F. Signage placed on the mobile unit is limited to one sign not to exceed 24 square feet.

G. The hours of operation for all mobile food facilities is limited to the hours that the adjacent on-site, permanent business is open.

H. Restroom Facilities.

1. Every mobile food facility must either provide a toilet and handwashing facility or provide evidence to a health officer that it is within 200 feet of a Private Restroom. If the mobile food facility is utilizing a Private Restroom, it must also provide evidence to a health officer that the owner of the Private Restroom granted permission to the mobile food facility's patrons and employees to use the Private Restroom.

2. For Private Restrooms, the mobile food facility must also enter into a hold harmless agreement, in a form approved by the city attorney, that defends and indemnifies the city from any claim from employees or patrons using the Private Restroom. Such hold harmless agreement must be secured with sufficient insurance as required by city council resolution.

SECTION 5: A new MPMC § 6.08.35 is added to read as follows:

"6.08.035 Collection and disposal of solid waste by mobile food facilities.

A. Mobile food facilities must:

1. Prevent the accumulation of solid waste in quantities that are unreasonable or detrimental to the public health or safety;

2. Collect, or provide some mechanism for the collection of, all solid waste from patrons;

3. Dispose of all solid waste collected from patrons at some location outside the city of Monterey Park.

B. It is unlawful for any mobile food facility to dispose of solid waste, which is collected from patrons in the city of Monterey Park."

SECTION 6: A new MPMC § 21.28.020(A)(10) is added to read as follows:

"21.28.020 Activities Designated—Permit Duration—Issuance.

(A) No person shall sponsor, participate or engage in any of the following enumerated activities, without first obtaining a temporary use permit therefor, issued by the City Planner:

* * *

(10) Mobile Food Truck Off-Street Venues.

* * *"

SECTION 7: A new MPMC § 21.28.025 is added to read as follows:

"21.28.025 Mobile Food Truck Off-Street Venues

A. Purpose. This Section ensures that that off-street food truck venues are compatible with surrounding and adjacent uses and do not create an adverse impact on adjacent properties by reason of noise, parking and litter.

B. Applicability. All new off-street food truck venues must comply with all regulations within this code governing mobile food facilities and this Section. Persons seeking a temporary use permit issued by this chapter must comply with this section. A "food truck" for purposes of this section constitutes a mobile food facility as defined in Chapter 6.05 of this code.

C. Minimum Parcel Size. 15,000 square feet.

D. Maximum Number of Food Trucks. One food truck per 2000 square feet of parcel area.

E. Days and Hours of Operation. No food truck venues can operate more than three days per week or before 8:00a.m. or after 11:00 p.m., including set-up and clean-up. The days and hours of operation of individual food truck venues within these limitations will be determined on a case-by-case basis, subject to the City Planner's approval or Planning Commission approval on appeal.

F. Seating Area. A maximum 200 square foot seating area may be provided. Any seating areas must be removed before closure of the food truck venue for the day.

G. Parking. A minimum of two off-street parking spaces per food truck is required. A minimum of 10 bicycle parking spaces must also be provided. Barricades must be placed to prevent vehicles from entering the food truck vending and seating area. The off-street parking layout, bicycle parking and placement of the barricades are subject to the approval of the City Planner and Police Chief.

H. Refuse and Recycling. In addition to other requirements of this code, solid waste and recycling containers must be provided on-site during all hours of food truck operations. The refuse and recycling plan must be approved by the Public Works Director, or designee. All solid waste generated by the food truck operations must be picked up within a minimum of a 300-foot radius of the site before closure of the food truck venue.

I. Food Truck Venue Operations. The operation must be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. The permittee must control noisy

patrons on-site and those leaving the premises. Amplified music and loudspeakers are prohibited.

J. Health Permit. Each food truck must be properly licensed by the Los Angeles County Department of Public Health as provided by this code.

K. Maximum Term. Unless extended by the City Council resolution, the term of any permit authorized by this Section for food truck venues may not exceed three years.

L. Structures. Structures requiring a building permit are prohibited."

SECTION 8: *Environmental Review.* This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing regulations. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings. This ordinance is an action being taken for enhanced protection of the environment.

SECTION 9: Repeal of any provision of the MPMC, or any other City resolution or ordinance herein will 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 10: 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 11: 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 12: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this ____ day of December 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-B.

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Consider the proposed code amendments to sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Accessory Dwelling Units.

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for January 17, 2018; and
(2) Taking such additional, related, action that may be desirable.

ENVIRONMENTAL:

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

EXECUTIVE SUMMARY:

The City Council previously considered the proposed code amendments at its meetings on July 19, 2017 and December 6, 2017. During the December 6, 2017 meeting, the City Council made changes to the proposed regulations including limiting the number of bathrooms to match the number of bedrooms; prohibiting home occupations in an accessory dwelling unit; and allowing the off-street parking areas and automobile areas for an accessory dwelling units to be parked on a permeable surface such as gravel, permeable pavers, and turf blocks. These changes were incorporated into the draft ordinance. Copies of the previous staff reports are attached for reference.

Respectfully submitted:

By:

Michael Huntley
Director of Community and
Economic Development

Prepared by:

Samantha Tewasart
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Planning Commission Resolution No. 05-17
Attachment 2: Planning Commission Minutes, dated June 27, 2017
Attachment 3: Map of Public Transit Stops in the City
Attachment 4: Draft City Council Ordinance and Proposed Zoning Code Amendments (Ex. A)
Attachment 5: Government Code §65852.2, as amended by AB 2299
Attachment 6: City Council Staff Report, dated July 19, 2017
Attachment 7: City Council Staff Report, dated December 6, 2017

ATTACHMENT 1
Planning Commission Resolution No. 05-17

RESOLUTION NO. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On August 20, 2003, the City Council adopted Ordinance No. 2014 to modify Title 21 of the Monterey Park Municipal Code ("MPMC") and establish regulations relative to second units on residential lots developed with single family houses;

B. Government Code § 65852.2 was amended by Senate Bill No. 1069 and Assembly Bill No. 2299, which took effect January 1, 2017;

C. California law, as amended, provides that if a city adopts an ordinance regulating accessory dwelling units, the ordinance must establish standards to allow for ministerial accessory dwelling units so as to provide additional housing stock as accessory dwelling units as an essential component of the housing supply in California;

D. The purpose of the proposed Ordinance is to bring the MPMC into compliance with the new state law while also making specific findings that are unique to the City;

E. The City reviewed the project's environmental impacts 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"), and the City's Environmental Guidelines;

F. The Community and Economic Development Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for June 27, 2017;

G. On June 27, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendments attached as Exhibit "A," and incorporated by reference, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and

H. This Resolution and its findings are made based upon the evidence presented to the Commission at its June 27, 2017, hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Assessment*. Because of the facts set forth in Section 1, the proposed Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) § 15282(h) because it is an ordinance regarding accessory dwelling units in a single-family or multi-family residential zone to implement the provisions of Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 3: *General Plan Findings*. As required under Government Code § 65860, the MPMC amendments proposed by the Ordinance are consistent with the Monterey Park General Plan. It is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's residential neighborhoods districts. The proposed residential code amendments are minor changes intended to ensure that the residential character is maintained to the highest standards. Also, some goals of the Housing Element in the General Plan include conserving and improving the existing affordable housing, reducing governmental constraints on affordable housing development, providing adequate housing by location, type of unit, and price to meeting existing and future needs of City residents, assisting in the provision of housing that meets the needs of all economic segments of the community, and promoting equal housing opportunities for all residents.

SECTION 4: *Recommendation.* The Planning Commission recommends that the City Council adopt the Ordinance set forth in the attached Exhibit "A," which is incorporated into this resolution by reference.

SECTION 5: *Reliance On Record.* Each and every one of the findings and determination 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 Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations*. The Planning Commission'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 Planning Commission'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: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 27th day of June 2017.

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 27th day of June 2017, by the following vote of the Planning Commission:

AYES:	Commissioners Sullivan, Robinson, Amador, and Choi
NOES:	Commissioner Brossy de Dios
ABSTAIN:	None
ABSENT:	None

_____
Larry Sullivan, Chairperson
City of Monterey Park Planning Commission

ATTEST:

_____
Michael Huntley, Secretary

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

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

Planning Commission Minutes, dated June 27, 2017

OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
JUNE 27, 2017

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, June 27, 2017 at 7:00 p.m.

CALL TO ORDER:

Chairperson Larry Sullivan called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:
Planner Tewasart called the roll:
Board Members Present: Larry Sullivan, Delario Robinson, Members, Theresa Amador, Ricky Choi and Eric Brossy De Dios
Board Members Absent: None

ALSO PRESENT: Karl H. Berger, Assistant City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR:

2-A. APPROVAL OF MINUTES

May 23, 2017 –

Action Taken: The Planning Commission approved the minutes of May 23, 2017 with amendments.

Motion: Moved by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

2-B. TIME EXTENSION (EX-17-01) FOR CONDITIONAL USE PERMIT (CU-15-07) TO ALLOW A 1.0 FLOOR AREA RATIO FOR A 12-UNIT MEDICAL OFFICE CONDOMINIUM DEVELOPMENT (CITIZEN'S MEDICAL PLAZA) – 120 WEST HELLMAN AVENUE

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan inquired if the project was processed in a timely manner and if the City reviewed the plans in a timely manner. Planner Tewasart replied yes.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing approved the request time extension at 120 W Hellman Avenue.

Motion: Moved, by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[3.] PUBLIC HEARING:

3-A MODIFICATION OF CONDITIONAL USE PERMIT (CU-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ALTANTIC BOULEVARD

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Commissioner Amador expressed concerns about the traffic on Emerson and inquired if the street will be widened. Representative Lee replied that here will be access on Atlantic Boulevard and Emerson Avenue. Atlantic Boulevard will be widened from two-lanes to three-lanes and Emerson Avenue will not be widened.

Commissioner Amador inquired if the project will have a banquet facility. Representative Lee replied that both restaurant spaces are not large spaces and would not provide for any type of banquet facility.

Chairperson Sullivan inquired about the bus parking spaces. Representative Lee replied that there will be a designated parking area. There would not be more than one bus at any one time. The current Best Western does not have any tour buses that come into the facility.

Commissioner De Dios asked to amend condition no. 58 to be provided from Atlantic Boulevard and Emerson Avenue, subject to the Fire Chief or designee.

Commissioner Amador expressed concerns about the queuing length on southbound Atlantic Boulevard. Chairperson Sullivan inquired about the city's traffic study on Atlantic Boulevard. Director Huntley replied that a traffic study was conducted and based on the

existing conditions the City is working on improving the signalization. The plans and specifications are completely, waiting for concurrence from MTA as part of the grant funding for that project. Chairperson Sullivan inquired if there is a raised median on Atlantic Boulevard. Director Huntley replied yes. Chairperson Sullivan inquired about high speed buses. Director Huntley replied that the Public Works Department is working on that issue.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 03-17** approving Conditional Use Permit (CU-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and tentative map no. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential unit in the R-S, P-D (Regional Specialty, Planned Development) Zone at 420 North Atlantic Boulevard.

Resolution No. 03-17

A RESOLUTION ADOPTING A SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT (CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420 NORTH ATLANTIC BOULEVARD

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-B CONDITIONAL USE PERMIT (CU-17-05) TO ALLOW ON-SALE (TYPE 41 – BEER AND WINE) LICENSE FOR A BONA FIDE PUBLIC EATING PLACE AT 331 WEST GARVEY AVENUE #D

Planner Tewasart provided a brief summary of the staff report.

Commissioner Amador inquired about the business layout, storage and signage.

Chairperson Sullivan opened the public hearing

Representative Michelle Zhang replied that the business opens at 5:00 p.m. and that interior is typically a little cluttered while the business is setting up for opening and for preparation of food service.

Commissioner De Dios inquired about restroom requirements. Planner Tewasart replied that the business is currently in operation and the application is for the addition of beer and wine service. No new tenant improvements are proposed as part of the conditional use

permit application. However, if the Department of Alcoholic Beverage Control were to require an additional restroom facility, the business will be required to go through the city's plan checking process.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 04-17** approving Conditional Use Permit (CU-17-05) to allow on-sale alcoholic beverages (beer and wine) in conjunction with a bona fide retail eating establishment in the C-B (Central Business) Zone at 331 West Garvey Avenue, Unit #D.

Resolution No. 04-17

A RESOLUTION APPROVING CONDITIONAL USE PERMIT (CUP-17-05) TO PERMIT ON-SALE ALCOHOLIC BEVERAGES (BEER AND WINE) IN CONJUNCTION WITH A BONA FIDE RETAIL EATING ESTABLISHMENT AT 331 WEST GARVEY AVENUE #D

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Choi, and De Dios
Noes:	Commissioners:	Amador
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-C CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 ZONING REGULATIONS OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

Planner Tewasart provided a brief summary of the staff report.

Commissioner De Dios inquired about existing historic districts and car share vehicle located within one block of an accessory dwelling unit. Planner Tewasart replied that there are no historic districts. Attorney Berger replied that the City has adopted regulations allowing car share vehicles, but no applications have been made. If and when a car share company would make an application for a car share block that would be subject to the city's regulations and provide an exemption. The proposed regulations are more tailor fit for this jurisdiction.

Attorney Berger stated that that there is currently a state senate bill going through the process of being adopted, which would further amend regulations with regards to accessory dwelling units. It was recently amended June 20th, 2017. It will clarify the law. Right now there is some ambiguity with regards to accessory dwelling units on residential properties and whether or not they can be separately conveyed to a different owner other than the primary owner on the property and that senate bill would clarify that that cannot happen.

Commissioner De Dios inquired about on-street parking permits. Planner Tewasart replied that it is staffs understanding that on-street parking permits are issued by the city's Engineering Division within the Public Works Department. Those permits have been issued around the East Los Angeles College area as well as Hellman Avenue around Mark Keppel High. Attorney Berger stated that the vehicle code requires a particular procedure whereby a permit district is created by the City Council that can be done by petition of the neighbors within that particular area or the City Council can do that on its own authority and create a parking district where there is a need identified to have parking for those residents and under those circumstances the City would issue those parking permits for those particular areas. This is seen more frequently in beach cities where you see parking permit only on the public streets.

Commissioner De Dios inquired if there is a limitation on the number of bedrooms. Director Huntley replied only on size of the units.

Chairperson Sullivan opened and closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 05-17** recommending that the City Council adopt an ordinance amending the Monterey Park Municipal Code regulations governing accessory dwelling units.

Resolution No. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and Choi
Noes:	Commissioners:	De Dios
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[4.] OLD BUSINESS: None.

[5.] NEW BUSINESS: None.

[6.] COMMISSION COMMUNICATIONS AND MATTERS: None.

[7.] STAFF COMMUNICATIONS AND MATTERS: None

ADJOURNMENT:

There being no further business for consideration, the Planning Commission meeting was adjourned at 8:30 p.m.

Next regular scheduled meeting on July 11, 2017 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

ATTACHMENT 3
Map of Public Transit Stops in the City

Legend

- Metro Bus Stops
- Montebello Bus Stops
- Spirit Bus Stops
- Montebello Bus Buffer (0.5 miles)
- Spirit Bus Buffer (0.5 miles)
- Metro Bus Buffer (0.5 miles)
- Monterey Park Boundary

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 4

Draft City Council Ordinance and Proposed Zoning Code

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS IN ACCORDANCE WITH GOVERNMENT CODE §65852.2.

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

SECTION 1: The City Council finds and declares that:

A. On April 13, 2017, the City of Monterey Park filed an application to amend the Monterey Park Municipal Code ("MPMC") in compliance with California law to regulate accessory dwelling units;

B. The proposed amendments to the MPMC are attached as Exhibit "A," and incorporated by reference (the "Project");

C. 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. A public hearing was held before the Planning Commission on June 27, 2017. At that time, the Planning Commission adopted Resolution No. 05-17 which recommended that the City Council adopt this Ordinance;

E. On July 19, 2017, December 6, 2017 and December 20, 2017, the City Council held a public hearing regarding the Project. At that time, the City Council carefully considered all pertinent testimony including, without limitation, the staff report; and

F. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, the public hearing held by the City Council on July 19, 2017, December 6, 2017, and December 20, 2017.

SECTION 2: The City Council finds and determines that the Project was processed in accordance with California law and the MPMC. Amending the MPMC as proposed 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. 05-17 as adopted June 27, 2017 is incorporated into this Ordinance as if fully set forth.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it is an ordinance regarding accessory dwelling

units in a single-family or multifamily residential zone to implement the provisions of Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 4: *Notice of Exemption.* The Director of Community and Economic Development, or designee, is directed to file a Notice of Exemption in accordance with CEQA Guidelines § 15062, and any other applicable law.

SECTION 5: *City Council findings.* Pursuant to MPMC § 21.38.050, the City Council finds:

(A) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;

(B) That the proposed amendment will not adversely affect surrounding properties; and

(C) That the proposed amendment promotes public health, safety, and general welfare and serves the goals and purposes of the zoning regulations within the MPMC.

SECTION 6: *Approval.* The MPMC is amended as set forth in attached Exhibit "A," which is incorporated by reference. The City Manager, or designee, is authorized to make non-substantial changes to Exhibit A, as determined by the City Attorney.

SECTION 7: *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 8: *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 9: *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 10: 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 11: 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 12: The City Clerk is further directed to submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 13: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly introduced by said City Council at a regular meeting held on the ____ day of _____, 2017, and was duly passed and adopted by said City Council, at a regular meeting of said Council held on the ____ day of _____, 2017, 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

CHAPTER 21.04 DEFINITIONS

21.04.018 Accessory Building or Structure. "Accessory building or structure" means any building or structure that is clearly incidental, related to, but subordinate to a permitted principal use and maintained on the same lot as the principal use; provided, that such building or structure is one-story ~~or lower~~; detached or inaccessible from the principal use; uninhabited; used as storage shed, playhouse, laundry room, or similar use; may not be rented or sold separately; and not be more than one hundred twenty (120) gross square feet in size. An accessory building or structure does not include garages.

* * *

21.04.~~775~~019 ~~Second Unit Housing~~ Accessory Dwelling Unit.

~~For purposes of this chapter, the following definitions shall apply:~~

~~(A) "**Efficiency unit**" means a dwelling unit, with a minimum square footage of two hundred fifty (250) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities.~~

~~(B) "**Second unit housing**"~~ "**Accessory dwelling unit**" means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It ~~shall~~ includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel a single-family dwelling is situated. ~~Such second unit housing shall be subject to restrictions and limitations as set forth in Chapter 21.08. (Ord. 2097 § 3, 2013)~~ An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Health and Safety Code Section 17958.1 (such a unit has a minimum square footage of one hundred fifty (150) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities).

(B) A manufactured home, as defined in Health and Safety Code Section 18007.

CHAPTER 21.08 RESIDENTIAL ZONES

21.08.030 Permitted Uses.

The land uses listed in Table 21.08(A) and Table 21.08(B) are permitted as indicated in the columns corresponding to each residential district. Where indicated with a "P" the use is permitted. Where indicated with an "X" the use is prohibited. A letter "C" indicates the use is conditionally permitted subject to the approval of a conditional use permit. Letter "L" indicates the use is permitted subject to limitations described in Section 21.08.~~050~~ 040. Uses not shown as permitted, conditionally permitted, or permitted subject to limitations are prohibited in the zoning district, unless the City Planner makes a determination that a proposed use, while not listed in the following table, closely corresponds to a listed use which is permitted by right or which is permitted subject to the granting of a conditional use permit or subject to limitations.

Table 21.08(A)

Permitted Uses in Residential Zones

Legend:

P Permitted

L Permitted subject to limitations or special standards (see Section 21.08.~~050~~ 040)

C Permitted subject to approval of a conditional use permit (see Chapter 21.32)
X Prohibited

* See Chapter 21.04, Definitions, for uses listed below

Land Uses	R-1	R-2	R-3
Single-family dwelling unit	P	P	P
Multiple-dwelling units	X	P	P
Assembly hall	C	C	C
Boarding house	X	C	C
Child care center	X	C	C
Child day care, licensed for 14 or less children (see Chapter 21.04, Definitions)	L	L	L
Community center	X	C	C
Community care facility, licensed for 6 or fewer persons	P	P	P
Community care facility, licensed for 7 or more persons	X	C	C
Condominiums	X	P	P
Congregate care facility (multiple units on one property)	X	C	C
Educational institution:			
Public Parochial Private (excludes tutoring) Accessory use to church	P C C C	P C C C	P C C C
Fraternity/sorority house	X	C	C
Golf course	C	C	C
Government facility	P	P	P
Medical marijuana dispensaries	X	X	X
Mixed-use development	X	L	L
Mobile home	L	C	C
Fraternity/sorority house	X	C	C
Nursing and convalescent hospital	X	C	C
Open space	P	P	P
Parking for off-site uses	X	C	C
Plant nursery	C	C	C
Public park	C	C	C
Public utility facility	C	C	C
Rehabilitation facility licensed for 6 or fewer persons	X	L	L
Rehabilitation facility licensed for 7 or more persons	X	X	X
Renting	L	L	L
Senior housing (see Chapter 21.16, Senior Citizens Housing Zone)	X	C	C
Sober living facility for 6 or less persons	P	P	P

Sober living facility for 7 or more persons	X	X	X
Supportive housing, licensed for 7 or more persons	X	X	C
Transitional housing, licensed for 7 or more persons	X	X	C

Table 21.08(B)

Permitted Accessory Uses in Residential Zones

Accessory Uses	**R-1**	**R-2**	**R-3**
Accessory building or structure	P	P	P
Accessory dwelling unit	L	X	X
Auto dismantling, repairing, assembling	L	L	L
Child day care, licensed for up to 7 children	P	P	P
Child day care, licensed for 8 to 14 children	L	L	L
Garage (not more than 3 cars)	P	P	P
~~Garage conversion~~	~~L~~	~~L~~	~~L~~
Home occupation	L	L	L
Household pets	L	L	L
Medical marijuana dispensaries	X	X	X
Portable canopy	L	L	L
Recreational vehicle parking (see Chapter 21.22, Off-Street Parking Regulations)	L	L	L
~~Second dwelling unit~~	~~L~~	~~L~~	~~L~~
Storage of construction materials	L	L	L
Swimming pool	P	P	P
Temporary uses (see Chapter 21.28)	C	C	C
Walls, fences, and hedges	L	L	L
Wireless communication facility	C	C	C
Yard sales	L	L	L

21.08.040 Limitations and Special Standards.

The land uses listed in Table 21.08(A) and Table 21.08(B) designated with the letter "L" are explained below.

(A) **Accessory Dwelling Unit**. In the R-1 (Single-Family Residential) Zone developed as a single-family dwelling, a maximum of one accessory dwelling unit is permitted, subject to the following limitations:

(1) The design and incorporation of an accessory dwelling unit on a single-family residential property must meet the following requirements:

(a) The accessory dwelling unit must comply with all development standards of the R-1 Zone, including front, rear, and side yard setbacks, except as modified in this section;

(b) No setback is required for an existing accessory building or structure that is converted to an accessory dwelling unit or an existing space within a primary dwelling. For purposes of this subdivision, "existing" means a structure or space that was lawfully constructed as of January 1, 2017;

(c) The accessory dwelling unit may be either attached or detached from the existing primary dwelling and must be located on the same lot as the existing primary dwelling. If detached, the accessory dwelling unit must be located within the rear portion of the parcel. If attached to or within the primary residence, a separate entrance must be provided and said entrance cannot be located on the front of the primary residence or facing the street on which the primary residence fronts;

(d) The increased floor area of an attached accessory dwelling unit cannot exceed fifty (50) percent of the existing single-family dwelling gross floor area, with a maximum increase in floor area of one thousand two hundred (1,200) square feet;

(e) The total gross floor area for a detached accessory dwelling unit cannot exceed one thousand two hundred (1,200) square feet;

(f) The accessory dwelling unit must contain no more than two bedrooms and the number of bathrooms cannot exceed the number of bedrooms;

(g) The accessory dwelling unit may not cause the floor area ratio or lot coverage limitations of the property to exceed the limits prescribed by the zone;

(h) The accessory dwelling unit is limited to one story and an overall height of fifteen (15) feet if detached from the primary dwelling;

(i) The accessory dwelling unit must be constructed such that the finished floor elevation of the accessory dwelling unit is not more than two feet above or below the finish floor elevation of the primary unit at the front of the lot;

(j) The accessory dwelling unit must maintain architectural compatibility with the primary dwelling unit, including, without limitation, architectural style, roof type, paint color, finish, details, and other qualities subject to the approval of the City Planner;

(k) The accessory dwelling unit must provide one off-street parking space per bedroom. These spaces may be provided as tandem parking on an existing driveway. Parking designated for the accessory dwelling unit must be provided in addition to the minimum parking required for the primary unit. All off-street parking areas and automobile areas for an accessory dwelling unit must be finished with a permeable surface including, without limitation, gravel, permeable pavers, and turf block. Notwithstanding the foregoing, such parking standards are not required in the following instances:

(i) The accessory dwelling unit is located within one-half mile of public transit.

(ii) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(iii) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(2) An accessory dwelling unit may not be sold or transferred separately from the primary dwelling.

(3) The applicant for an accessory dwelling unit must be the owner/occupant of the primary unit, but may reside in the accessory dwelling unit once completed.

(4) A covenant, in a form approved by the City Attorney, must be signed by the property owner, and must be submitted to the City Planner. The covenant must be recorded with the County Recorder's Office and a certified copy of said recorded covenant must be filed with the City Planner before the City issues a building permit to build an accessory dwelling unit. The covenant will require owner occupancy of either the primary unit or accessory dwelling unit, prohibit the separate sale of the accessory dwelling unit, and

prohibit rentals for less than 30 days. Said covenant may not be altered, revoked or canceled without the written consent of the City Planner.

(5) In the event a covenant was previously recorded for a permitted accessory structure restricting the structure as non-habitable pursuant to this Code, before the city issues a building permit for an accessory dwelling unit, the property owner must record a release of such covenant with the county recorder, in a form approved by the City Planner and the City Attorney.

(6) The application must be accompanied by a filing and processing fee in the amount set by city council resolution.

(7) The applicant must pay all required fees, including without limitation, development impact fees pursuant to Chapter 3.110 of this Code.

(B ~~A~~) **Auto Dismantling, Repairing, Assembling**. In all residential zones, subject to the following limitations:

(1) Work cannot be performed within public view.

(2) Work must be performed within an enclosed building or in an area which is completely enclosed by view-obscuring walls, not less than six feet in height, or by the exterior walls of a building or buildings.

(3) Work cannot be performed for commercial purposes.

(4) The vehicle must be owned by a resident of the lot on which the work is being done.

(5) The resident must complete work on one vehicle before beginning on another so that no more than one vehicle for each family living on the lot is in a state of disassembly or dismantlement or is being repaired at one time.

(6) Work must be performed in a manner that will not interfere with the quiet and comfortable enjoyment of adjacent properties by their occupants.

(C ~~B~~) **Child Day Care, Licensed for Eight to Fourteen (14) Children**. In all residential zones, child day care for eight to fourteen (14) children is subject to State and City regulations, including a home occupation business license and the following requirements:

(1) The residence must comply with all property development standards.

(2) The child day care facility cannot be located within three hundred (300) feet of another child day care facility, except when:

(a) The applicant can demonstrate that an existing child day care located within three hundred (300) feet is at capacity; or

(b) The need exists for a particular or unique service not provided by an existing child day care location within three hundred (300) feet.

(3) The outdoor play area of not less than seventy-five (75) square feet per child, but in no case less than four hundred fifty (450) square feet in area, and which includes play equipment, must be provided and secured with proper fencing. The outdoor play area must be located in the rear area. Stationary play equipment cannot be located in required side and front yards.

(4) A six-foot high solid decorative fence or wall must be constructed on all side and rear property lines except in the front yard. Materials, textures, colors and design of the fence or wall must be compatible with on-site development and adjacent properties. All fences or walls ~~shall~~ must provide for safety with controlled points of entry.

(5) The garage cannot be used as an extension of the family day care facility and cannot be used as part of the outdoor play area.

(6) The facility may operate up to fourteen (14) hours per day. Outdoor activities are restricted to the hours of 8:00 a.m. to 8:00 p.m. per day.

(7) The facility requires an initial on-site inspection and annual inspection thereafter by ~~City officials~~ the City Planner.

(8) On-site landscaping must be consistent with that prevailing in the neighborhood and be installed and maintained.

(9) All on-site parking must be provided pursuant to the provisions of ~~the Zoning~~ this Code. On-site vehicle turnaround or separate entrance and exit points, and adequate passenger loading spaces must be provided.

(10) All on-site lighting must be stationary, directed away from adjacent properties and public rights-of-way, and of intensity appropriate to the use it is serving.

(11) All on-site signage must comply with this code.

(12) The facility must contain a fire extinguisher and smoke detector devices and meet all standards set forth in the California Fire Code, as adopted by this code.

~~(C) **Garage Conversion**. All garage conversions shall comply with all pertinent City codes, ordinances and regulations in addition to the following conditions:~~

~~(1) A garage serving and attached to an existing single-family detached residence may be converted to expand the living area of such residences provided that:~~

~~(a) The garage shall be replaced by an enclosed two-car garage onsite in a manner consistent with the character of the neighborhood.~~

~~(b) The conversion is accomplished in full accordance with all pertinent codes and ordinances as verified by obtaining permits and inspections from all appropriate agencies.~~

~~(2) Illegal Garage Conversion. Conversion of a garage to expand the living area of a residence or otherwise render the garage unusable for its original purpose without obtaining appropriate permits and inspections shall be deemed an illegal garage conversion. When a property owner is informed that such an illegal garage conversion exists on the property, the property owner shall comply with the following requirements:~~

~~(a) Within thirty (30) days of becoming so informed, the property owner shall obtain permits and inspections.~~

~~(b) The property owner shall then exercise one of the following options:~~

~~(i) If the property owner desires to retain the garage conversion, the conversion must comply with paragraph (1) of this subsection (C); or~~

~~(ii) If the property owner does not desire to correct the conversion, the conversion must be removed and restored to function as a garage in accordance with the applicable building codes.~~

(D) **Home Occupation Permits**.

(1) **Purpose**. The purpose of this section is to allow for home occupations which are compatible with the residential character of the neighborhood in which they are located.

(2) **Procedure**. Home occupations ~~shall be~~ are permitted in the R-1, R-2, and R-3 Zones subject to obtaining a home occupation permit as follows:

(a) Application. Application for a home occupation permit ~~shall~~ must be made on an application form provided by the ~~Community Development Department~~ City Planner and ~~shall~~ be accompanied by a filing fee ~~which amount shall be set by resolution adopted by the~~ established by City Council resolution.

(b) Conditions of Approval. In approving a home occupation, the City Planner may include decision reasonable conditions deemed necessary to protect the health, safety and welfare of the community and to ensure the intent of this section.

(c) Review and Inspection. Home occupations may be periodically reviewed and an inspection made of the property by the ~~Community Development Department~~ City Planner to verify continued compliance with the necessary criteria and conditions of approval.

(d) Revocation of Permits. The ~~Planning Division~~ City Planner may revoke any home occupation permit for noncompliance with the conditions set forth in approving the permit or inconsistency with this section.

(e) Appeal Procedure. Appeals may be taken to the Planning Commission by the applicant or any other person aggrieved by the City Planner's decision pursuant to Chapter 1.10.

(3) **Permitted Home Occupations**. The following businesses are permitted ~~upon issuance~~ with a valid home occupation permit:

(a) Office use;

(b) Mail ordering;

(c) Home crafts such as model making, basket weaving.

(4) **Home Occupations Prohibited**. Permitted home occupations ~~shall~~ may not in any event be deemed to include the following:

(a) Auto repair;

(b) Barber shop or beauty salon;

(c) Carpentry work;

(d) Dance instructions;

(e) Funeral chapel or funeral home;

(f) Gift shop;

(g) Medical or dental offices, labs, clinics, or hospitals;

(h) Auto, boat and trailer painting;

(i) Photo studio;

(j) Private schools;

(k) Renting of equipment and/or trailers;

(l) Appliance repairs;

(m) Eating establishment;

(n) Kennel;

(o) Tailors, dressmakers, upholstery;

(p) Service uses, personal and professional;

(q) Such other uses that may generate excessive pedestrian or vehicle traffic and that may be obnoxious or a nuisance to adjacent residents such as noise, odor, or appearance as a determined by the City Planner, or that violate the use limitations provided in subsection (E) of this section.

(5) **Use Limitations**. In addition to the limitations applicable in the zone in which the use is located, all home occupations ~~shall be~~ are subject to the following use limitations:

(a) One home occupation per address.

(b) In the primary residence of the applicant proposing to conduct the business.

(c) A home occupation ~~shall be~~ is limited to paperwork only, conducted entirely within the designated room of the home, and ~~shall~~ may not have ~~no~~ a need for any type of vehicle to transport materials or equipment used in conjunction with the business other than a private automobile.

(d) No employment of help other than members of the resident family.

(e) The home occupation use ~~shall~~ must be incidental to the primary use of the structure as a residential use and ~~shall~~ cannot detract from the residential character of the neighborhood. Not more than two hundred (200) square feet or ten (10) percent of the floor area, whichever is less, may be used in connection with a home occupation or for storage purposes in connection with a home occupation.

(f) No direct sales of product or merchandise from the home.

(g) No traffic ~~shall~~ can be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation ~~shall~~ must be met off the street. Visitor, customers, or deliveries ~~shall~~ cannot exceed that normally and reasonably occurring for a residence as determined by the City Planner and this Code.

(h) No home occupation can be conducted in any accessory building or space outside of the main building such as the accessory dwelling unit, garage or storage building.

(i) There ~~shall~~ may not be ~~no~~ any on-site storage of materials other than samples.

(j) The home occupation ~~shall~~ may not involve use of advertising signs on the premises or any other external on-site advertising media which calls attention to the fact that the house is being used for a business purpose.

(k) There ~~shall~~ may not be ~~no~~ any alteration of utilities or installment of special equipment for the purpose of accommodating the proposed home occupation.

(l) A maximum of one three-quarter ton vehicle may be kept in conjunction with an approved home occupation use if approved by the City Planner.

(m) Under no circumstances ~~shall~~ may the appearance of the structure be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character wither by the use of colors, materials, construction, lighting, signs, or the emission of sound, noise, or vibration.

(n) The street address of the residence ~~shall~~ may not be used for advertisements.

(o) All respects of the home occupation ~~shall~~ must be conducted entirely within an enclosed structure. Supplies, tools, equipment, goods, samples and other items relating to a home occupation cannot be stored or displayed outside or at any location within a structure where they will be visible to passing pedestrian or vehicular traffic.

(p) There ~~shall~~ may not be ~~no~~ any use of any equipment which may cause radio or television interference or fluctuation in line voltage off the property.

(q) There ~~shall~~ may not be any process, procedure, substance, or chemical used which is hazardous to public health, safety, morals or welfare.

(E) **Household Pets**.

(1) In the R-1 Zone, not in excess of three household pets, which includes, without limitation, dogs, cats, pigs, canaries, parrots, and other similar animals and birds usually and ordinarily kept as household pets.

(2) In the R-2 and R-3 Zones, not in excess of two household pets for each dwelling unit.

(F) **Mixed Use Development**. In the R-2 and R-3 Zones, mixed-use projects are limited to the Mixed-Use Overlay Zone and are subject to the restrictions and development standards of that Overlay Zone. See Chapter 21.14.

(G) **Mobile Home**. In all residential zones developed as single-family dwelling unit, subject to the following limitations:

(1) One mobile home on a permanent foundation.

(2) Such unit was issued an insignia of approval from the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development pursuant to Health and Safety Code Section 18550(b).

(3) Such unit has a roof with a pitch of not less than two-inch vertical rise for each twelve (12) inches of horizontal run and consisting of roofing material customarily used for conventional single-family residences and is consistent with the primary unit on the lot and compatible with other dwelling units in the area as approved by the City Planner.

(4) Such unit must have porches and eaves, or roof with eaves when, in the opinion of the City Planner, they are necessary to make the unit compatible with other dwellings in the area.

(5) Such unit is covered with an exterior siding material customarily used on conventional dwellings and approved by the City Planner. The exterior material must extend to the ground except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.

(H) **Portable Canopy.** In all residential zones, subject to the following limitations:

(1) There is no limit on the number of portable canopies permitted on a residential zoned property, except that any and all canopies must comply with the maximum square footage specified below.

(2) A portable canopy is allowed only adjacent to the side or at the rear of a residential unit.

(3) A portable canopy must be constructed with a durable material, such as, without limitation, a canvas or vinyl material, which is securely anchored in place and properly maintained to present a neat and orderly appearance. The canopy is required to be replaced if they become torn, tattered or in disrepair.

(4) A portable canopy cannot exceed a height of fifteen (15) feet at the highest point and is limited to a maximum square footage of two hundred forty (240) square feet total for all portable canopies.

(I) **Recreational Vehicle Parking**. See Chapter 21.22, Off-Street Parking Regulations.

~~(J) **Second Dwelling Unit**. In all residential zones developed as single-family dwelling unit, a maximum of one second unit is permitted, subject to the following limitations:~~

~~(1) The design and incorporation of a second unit on a single-family residential property must be such that the second unit:~~

~~(a) Complies with all development standards of the R-1 Zone, including front, rear, and side yard setbacks, except as modified in this section;~~

~~(b) The second unit is either attached or detached from the existing primary dwelling and located on the same lot as the existing primary dwelling;~~

~~(c) The increased floor area of the attached second unit cannot exceed thirty (30) percent of the existing dwelling gross floor area;~~

~~(d) The total gross floor area for a detached second unit cannot exceed one thousand two hundred (1,200) square feet.~~

~~(e) Does not cause the floor area ratio or lot coverage limitations of the property to exceed the limits prescribed by the zone;~~

~~(f) Is limited to one story and an overall height of fifteen (15) feet if detached from the primary dwelling;~~

~~(g) Must be constructed such that the finished floor elevation of the second unit is not more than two feet above or below the finish floor elevation of the primary unit at the front of the lot;~~

~~(h) Must maintain architectural compatibility with the primary dwelling unit, including, without limitation, architectural style, roof type, paint color, finish, details, and other qualities subject to the approval of the City Planner;~~

~~(i) Must contain facilities for living, eating, sleeping, cooking, and sanitation;~~

~~(j) Must require one off-street parking space in a garage for second units less than or equal to six hundred (600) square feet of gross floor area, and two parking spaces for those greater than six hundred (600) square feet, subject to the following:~~

~~(i) Parking designated for the second unit must be provided in addition to the minimum parking required for the primary unit,~~

~~(ii) Designated second unit parking must be independent of parking provided for the primary unit and must be directly accessible to the second unit by a door or a paved pathway,~~

~~(iii) Second unit parking may not encroach into setbacks applicable to the zone and property.~~

~~(2) A second unit cannot be sold or transferred separately from the primary dwelling.~~

~~(3) The applicant for a second unit must be the owner/occupant of the primary unit, but may reside in the second unit once completed. An affidavit, in a form to be provided by the Planning Division, must be signed by the property owner, and must be submitted to the Planning Division on a yearly basis. Said affidavit must verify that either the primary residence or second dwelling unit is currently and will be occupied by the property owner.~~

~~(4) A covenant, approved as to form by the City Attorney, must be recorded with the County Recorder's Office and a certified copy of said recorded covenant must be filed with the Community Development Department before the City issues a building permit to build a second unit. Said covenant cannot be altered, revoked or canceled without the written consent of the City Planner.~~

~~(5) The application must be accompanied by a filing and processing fee in the amount set by resolution of the council.~~

(J~~K~~) **Storage of Construction Materials**. In all residential zones, the storage of building materials is permitted during construction of any building or part thereof.

(K~~L~~) **Wireless Communication Facility**. Subject to regulations set forth in Chapter 21.34.

(L~~M~~) **Yard Sales**. In all residential zones, subject to the following limitations:

(1) Not more than two sales per address may be conducted per calendar year;

(2) No such sale can continue more than two consecutive days or three days on extended national holidays. Inclement weather may extend the period of time equal to the days lost;

(3) Such sales can be conducted only during the hours of 8:00 a.m. and 6:00 p.m.;

(4) The merchandise for sale may consist of the property owner's or occupant's personal goods. Outside consignments, lot purchases, and the like, for the purpose of resale is prohibited;

(5) The sales area may be conducted on any portion of the ground area of the property outside of the residential dwelling unit. No merchandise may be placed on any public property or right-of-way;

(6) Only one sign may be placed on the premises. The sign cannot exceed six square feet. No signs shall be placed on any public property (i.e., utility pole, traffic sign), right-of-way or vehicle parked on a public street, alley or private easement;

(7) Such applicant must pay a fee for each permit in the amount set forth by resolution of the council adopted pursuant to applicable law. A copy of a validly issued permit must be displayed at the site of the sale at all times during such sale.

(M~~N~~) **Renting.** For purposes of this subsection, "renting" means occupying a dwelling unit in exchange for remuneration; each person giving remuneration in exchange for occupying a dwelling unit is a tenant. Renting not more than three sleeping rooms per dwelling unit for occupancy is allowed within all residential zones subject to the following limitations:

(1) Sleeping rooms cannot be rented for a period of less than thirty (30) days.

(2) Not more than two persons are permitted to occupy one sleeping room.

(3) Meals may be provided in connection with such renting, or the dwelling's kitchen facilities may be shared with tenants.

(4) These regulations do not apply to the following uses if otherwise permitted by this code: boarding houses, licensed community care facilities, rehabilitation facilities, licensed home care facilities, or sober living facilities, congregate care facilities, fraternity/sorority house, senior housing facilities, supportive housing or transitional housing.

ATTACHMENT 5

Government Code §65852.2, as amended by AB 2299

NEW STATE LAW REGARDING ACCESSORY DWELLING UNITS

Source: leginfo.legislature.ca.gov

Government Code
ARTICLE 2. Adoption of Regulations [65850 - 65863.13]

Section 65852.2.
(a)

(1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B)

(i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x)

(I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be

considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant

to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f)

(1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate

utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(Amended by Stats. 2016, Ch. 735, Sec. 1.5. Effective January 1, 2017.)

ATTACHMENT 6

City Council Staff Report, dated July 19, 2017

City Council Staff Report

DATE: July 19, 2017

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

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Consider the proposed code amendments to sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Accessory Dwelling Units.

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing;
(2) Taking documentary and testimonial evidence;
(3) Closing the public hearing and considering the draft ordinance;
(4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for August 2, 2017; and
(5) Taking such additional, related, action that may be desirable.

ENVIRONMENTAL:

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

EXECUTIVE SUMMARY:

These code amendments were considered by the Planning Commission at their June 27, 2017 meeting. Subsequent to discussion by the Commission, the Planning Commission approved a resolution recommending that the City Council approve the proposed code amendments as identified below.

ANALYSIS:

The Legislature and Governor have both identified a housing shortage in California. As a result, Assembly Bill No. 2299 ("AB 2299") and Senate Bill No. 1069 ("SB 1069") were signed into law on September 27, 2016. Combined, these Bills amend various sections of the Government Code regulating accessory dwelling units which took effect January 1, 2017. For clarity, the Monterey Park Municipal Code ("MPMC") currently refers to this

type of unit as a "second dwelling unit." The new laws regulate type and size of units, parking, approval process and timelines, and water and sewer utility requirements applicable to second dwelling units.

In 2003, the City Council adopted regulations for second dwelling units based on California law. In 2013, as part of the comprehensive Zoning Code Amendment, the City Council amended those regulations to reconcile them with California law. The proposed ordinance would amend the MPMC to comply with amendments implemented by AB 2299 and SB 1069. Some specific changes include:

- Existing local second dwelling unit regulations will be superseded to the extent such regulations are inconsistent with the requirements of California law. While local agencies are not required to adopt an ordinance, if they choose to do so, they must reconcile it with the requirements of AB 2299 and SB 1069.

- Replaces the term "Second Unit" with "Accessory Dwelling Unit."

- Only one off-street parking space (does not have to be a covered space) can be required for an accessory dwelling unit.

- No parking can be required if an accessory dwelling unit meets certain criteria, such as proximity to a public transit stop (see attachment), type of accessory dwelling unit, location within historic district, unavailability of a required on-street parking permit, and proximity to a shared car service.

- An accessory dwelling unit can either be attached to the existing dwelling, located within the living area of the existing dwelling; or detached and located on the same property as the existing dwelling.

- Notwithstanding other applicable restrictions and standards, cities must approve applications to convert existing space within a primary dwelling or an existing accessory structure into an accessory dwelling unit without any other restrictions if the unit is located in a single-family zoning district, is contained within an existing space of an existing residence or accessory structure, has independent exterior access, and side or rear yard setbacks area sufficient for fire safety; the term "existing accessory structure" is not defined in the state law, but a follow-up bill that is currently being considered in the California Legislature (AB 494) describes such accessory structures as pool houses, studios and similar structures; currently, garages are not defined as an "accessory structure" and are not subject to the required ministerial process for such structures.

- An accessory dwelling unit cannot be considered as a new residential use for the purpose of calculating utility charges, and cities cannot require a new or separate utility for certain types of units.

As shown in the draft ordinance, the proposed amendments to the City's existing second dwelling unit regulations are mostly minor (i.e., definitions and slight square footage changes) with the exception of the provisions relating to parking requirements,

as discussed above. As depicted in Attachment 4, there are three public transit lines that traverse throughout the City, including the Metro, the Montebello Bus line, and the Spirit Bus. The existing bus stops are spread throughout the City. This means that future accessory dwelling units potentially can be proposed without providing off-street parking.

Note that the City can "designate areas [of the City] where accessory dwelling units may be permitted." Government Code § 65852.2(a) states:

> "A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:
>
> (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety."

By implication, this means that the City also has the ability to prohibit accessory dwelling units based on findings, such as potential adverse impacts of ADUs to utilities, traffic flow and public safety. If the City Council is concerned about potential impacts presented by ADUs in certain areas of the City – especially in light of the "no additional parking requirement" discussed above – the City Council could direct staff to study the issue and return to the City Council with further options.

Respectfully submitted:

By:

Michael Huntley
Director of Community and Economic Development

Prepared by:

Samantha Tewasart
Senior Planner

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

for
Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Planning Commission Resolution No. 05-17
Attachment 2: Planning Commission Minutes, dated June 27, 2017
Attachment 3: Proposed Zoning Code Amendments
Attachment 4: Map of Public Transit Stops in the City
Attachment 5: Draft City Council Ordinance
Attachment 6: Government Code §65852.2, as amended by AB 2299

ATTACHMENT 1
Planning Commission Resolution No. 05-17

RESOLUTION NO. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On August 20, 2003, the City Council adopted Ordinance No. 2014 to modify Title 21 of the Monterey Park Municipal Code ("MPMC") and establish regulations relative to second units on residential lots developed with single family houses;

B. Government Code § 65852.2 was amended by Senate Bill No. 1069 and Assembly Bill No. 2299, which took effect January 1, 2017;

C. California law, as amended, provides that if a city adopts an ordinance regulating accessory dwelling units, the ordinance must establish standards to allow for ministerial accessory dwelling units so as to provide additional housing stock as accessory dwelling units as an essential component of the housing supply in California;

D. The purpose of the proposed Ordinance is to bring the MPMC into compliance with the new state law while also making specific findings that are unique to the City;

E. The City reviewed the project's environmental impacts 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"), and the City's Environmental Guidelines;

F. The Community and Economic Development Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for June 27, 2017;

G. On June 27, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendments attached as Exhibit "A," and incorporated by reference, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and

H. This Resolution and its findings are made based upon the evidence presented to the Commission at its June 27, 2017, hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Assessment*. Because of the facts set forth in Section 1, the proposed Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) § 15282(h) because it is an ordinance regarding accessory dwelling units in a single-family or multi-family residential zone to implement the provisions of Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 3: *General Plan Findings*. As required under Government Code § 65860, the MPMC amendments proposed by the Ordinance are consistent with the Monterey Park General Plan. It is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's residential neighborhoods districts. The proposed residential code amendments are minor changes intended to ensure that the residential character is maintained to the highest standards. Also, some goals of the Housing Element in the General Plan include conserving and improving the existing affordable housing, reducing governmental constraints on affordable housing development, providing adequate housing by location, type of unit, and price to meeting existing and future needs of City residents, assisting in the provision of housing that meets the needs of all economic segments of the community, and promoting equal housing opportunities for all residents.

SECTION 4: *Recommendation.* The Planning Commission recommends that the City Council adopt the Ordinance set forth in the attached Exhibit "A," which is incorporated into this resolution by reference.

SECTION 5: *Reliance On Record*. Each and every one of the findings and determination 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 Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations.* The Planning Commission'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 Planning Commission'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: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 27th day of June 2017.

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 27th day of June 2017, by the following vote of the Planning Commission:

AYES:	Commissioners Sullivan, Robinson, Amador, and Choi
NOES:	Commissioner Brossy de Dios
ABSTAIN:	None
ABSENT:	None

_____
Larry Sullivan, Chairperson
City of Monterey Park Planning Commission

ATTEST:

_____
Michael Huntley, Secretary

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

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

Planning Commission Minutes, dated June 27, 2017

UNOFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
JUNE 27, 2017

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, June 27, 2017 at 7:00 p.m.

CALL TO ORDER:

Chairperson Larry Sullivan called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:
Planner Tewasart called the roll:
Board Members Present: Larry Sullivan, Delario Robinson, Members, Theresa Amador, Ricky Choi and Eric Brossy De Dios
Board Members Absent: None

ALSO PRESENT: Karl H. Berger, Assistant City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR:

2-A. APPROVAL OF MINUTES

May 23, 2017 –

Action Taken: The Planning Commission approved the minutes of May 23, 2017 with amendments.

Motion: Moved by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

2-B. TIME EXTENSION (EX-17-01) FOR CONDITIONAL USE PERMIT (CU-15-07) TO ALLOW A 1.0 FLOOR AREA RATIO FOR A 12-UNIT MEDICAL OFFICE CONDOMINIUM DEVELOPMENT (CITIZEN'S MEDICAL PLAZA) – 120 WEST HELLMAN AVENUE

DRAFT

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan inquired if the project was processed in a timely manner and if the City reviewed the plans in a timely manner. Planner Tewasart replied yes.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing approved the request time extension at 120 W Hellman Avenue.

Motion: Moved, by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[3.] PUBLIC HEARING:

3-A MODIFICATION OF CONDITIONAL USE PERMIT (CU-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ALTANTIC BOULEVARD

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Commissioner Amador expressed concerns about the traffic on Emerson and inquired if the street will be widened. Representative Lee replied that here will be access on Atlantic Boulevard and Emerson Avenue. Atlantic Boulevard will be widened from two-lanes to three-lanes and Emerson Avenue will not be widened.

Commissioner Amador inquired if the project will have a banquet facility. Representative Lee replied that both restaurant spaces are not large spaces and would not provide for any type of banquet facility.

Chairperson Sullivan inquired about the bus parking spaces. Representative Lee replied that there will be a designated parking area. There would not be more than one bus at any one time. The current Best Western does not have any tour buses that come into the facility.

Commissioner De Dios asked to amend condition no. 58 to be provided from Atlantic Boulevard and Emerson Avenue, subject to the Fire Chief or designee.

Commissioner Amador expressed concerns about the queuing length on southbound Atlantic Boulevard. Chairperson Sullivan inquired about the city's traffic study on Atlantic Boulevard. Director Huntley replied that a traffic study was conducted and based on the

existing conditions the City is working on improving the signalization. The plans and specifications are completely, waiting for concurrence from MTA as part of the grant funding for that project. Chairperson Sullivan inquired if there is a raised median on Atlantic Boulevard. Director Huntley replied yes. Chairperson Sullivan inquired about high speed buses. Director Huntley replied that the Public Works Department is working on that issue.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 03-17** approving Conditional Use Permit (CU-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and tentative map no. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential unit in the R-S, P-D (Regional Specialty, Planned Development) Zone at 420 North Atlantic Boulevard.

Resolution No. 03-17

A RESOLUTION ADOPTING A SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT (CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420 NORTH ATLANTIC BOULEVARD

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

DRAFT

3-B CONDITIONAL USE PERMIT (CU-17-05) TO ALLOW ON-SALE (TYPE 41 – BEER AND WINE) LICENSE FOR A BONA FIDE PUBLIC EATING PLACE AT 331 WEST GARVEY AVENUE #D

Planner Tewasart provided a brief summary of the staff report.

Commissioner Amador inquired about the business layout, storage and signage.

Chairperson Sullivan opened the public hearing

Representative Michelle Zhang replied that the business opens at 5:00 p.m. and that interior is typically a little cluttered while the business is setting up for opening and for preparation of food service.

Commissioner De Dios inquired about restroom requirements. Planner Tewasart replied that the business is currently in operation and the application is for the addition of beer and wine service. No new tenant improvements are proposed as part of the conditional use

permit application. However, if the Department of Alcoholic Beverage Control were to require an additional restroom facility, the business will be required to go through the city's plan checking process.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 04-17** approving Conditional Use Permit (CU-17-05) to allow on-sale alcoholic beverages (beer and wine) in conjunction with a bona fide retail eating establishment in the C-B (Central Business) Zone at 331 West Garvey Avenue, Unit #D.

Resolution No. 04-17

A RESOLUTION APPROVING CONDITIONAL USE PERMIT (CUP-17-05) TO PERMIT ON-SALE ALCOHOLIC BEVERAGES (BEER AND WINE) IN CONJUNCTION WITH A BONA FIDE RETAIL EATING ESTABLISHMENT AT 331 WEST GARVEY AVENUE #D

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Choi, and De Dios
Noes:	Commissioners:	Amador
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-C CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 ZONING REGULATIONS OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

Planner Tewasart provided a brief summary of the staff report.

Commissioner De Dios inquired about existing historic districts and car share vehicle located within one block of an accessory dwelling unit. Planner Tewasart replied that there are no historic districts. Attorney Berger replied that the City has adopted regulations allowing car share vehicles, but no applications have been made. If and when a car share company would make an application for a car share block that would be subject to the city's regulations and provide an exemption. The proposed regulations are more tailor fit for this jurisdiction.

Attorney Berger stated that that there is currently a state senate bill going through the process of being adopted, which would further amend regulations with regards to accessory dwelling units. It was recently amended June 20th, 2017. It will clarify the law. Right now there is some ambiguity with regards to accessory dwelling units on residential properties and whether or not they can be separately conveyed to a different owner other than the primary owner on the property and that senate bill would clarify that that cannot happen.

DRAFT

Commissioner De Dios inquired about on-street parking permits. Planner Tewasart replied that it is staffs understanding that on-street parking permits are issued by the city's Engineering Division within the Public Works Department. Those permits have been issued around the East Los Angeles College area as well as Hellman Avenue around Mark Keppel High. Attorney Berger stated that the vehicle code requires a particular procedure whereby a permit district is created by the City Council that can be done by petition of the neighbors within that particular area or the City Council can do that on its own authority and create a parking district where there is a need identified to have parking for those residents and under those circumstances the City would issue those parking permits for those particular areas. This is seen more frequently in beach cities where you see parking permit only on the public streets.

Commissioner De Dios inquired if there is a limitation on the number of bedrooms. Director Huntley replied only on size of the units.

Chairperson Sullivan opened and closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 05-17** recommending that the City Council adopt an ordinance amending the Monterey Park Municipal Code regulations governing accessory dwelling units.

Resolution No. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and Choi
Noes:	Commissioners:	De Dios
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[4.] OLD BUSINESS: None.

[5.] NEW BUSINESS: None.

[6.] COMMISSION COMMUNICATIONS AND MATTERS: None.

[7.] STAFF COMMUNICATIONS AND MATTERS: None

ADJOURNMENT:

There being no further business for consideration, the Planning Commission meeting was adjourned at 8:30 p.m.

DRAFT

Next regular scheduled meeting on July 11, 2017 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

DRAFT

ATTACHMENT 3
Proposed Zoning Code Amendments

EXHIBIT A

CHAPTER 21.04 DEFINITIONS

21.04.~~775~~019 ~~Second Unit Housing~~ Accessory Dwelling Unit.

~~For purposes of this chapter, the following definitions shall apply:~~

~~(A) "**Efficiency unit**" means a dwelling unit, with a minimum square footage of two hundred fifty (250) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities.~~

~~(B) "**Second unit housing**"~~ "**Accessory dwelling unit**" means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It ~~shall~~ includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel a single-family dwelling is situated. ~~Such second unit housing shall be subject to restrictions and limitations as set forth in Chapter 21.08. (Ord. 2097 § 3, 2013)~~ An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Health and Safety Code Section 17958.1 (such a unit has a minimum square footage of one hundred fifty (150) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities).

(B) A manufactured home, as defined in Health and Safety Code Section 18007.

CHAPTER 21.08 RESIDENTIAL ZONES

21.08.030 Permitted Uses.

The land uses listed in Table 21.08(A) and Table 21.08(B) are permitted as indicated in the columns corresponding to each residential district. Where indicated with a "P" the use is permitted. Where indicated with an "X" the use is prohibited. A letter "C" indicates the use is conditionally permitted subject to the approval of a conditional use permit. Letter "L" indicates the use is permitted subject to limitations described in Section 21.08.~~050~~ 040. Uses not shown as permitted, conditionally permitted, or permitted subject to limitations are prohibited in the zoning district, unless the City Planner makes a determination that a proposed use, while not listed in the following table, closely corresponds to a listed use which is permitted by right or which is permitted subject to the granting of a conditional use permit or subject to limitations.

Table 21.08(A)

Permitted Uses in Residential Zones

Legend:

P	Permitted
L	Permitted subject to limitations or special standards (see Section 21.08.~~050~~ 040)
C	Permitted subject to approval of a conditional use permit (see Chapter 21.32)
X	Prohibited

* See Chapter 21.04, Definitions, for uses listed below

Land Uses	R-1	R-2	R-3
Single-family dwelling unit	P	P	P

Multiple-dwelling units	X	P	P
Assembly hall	C	C	C
Boarding house	X	C	C
Child care center	X	C	C
Child day care, licensed for 14 or less children (see Chapter 21.04, Definitions)	L	L	L
Community center	X	C	C
Community care facility, licensed for 6 or fewer persons	P	P	P
Community care facility, licensed for 7 or more persons	X	C	C
Condominiums	X	P	P
Congregate care facility (multiple units on one property)	X	C	C
Educational institution:			
Public Parochial Private (excludes tutoring) Accessory use to church	P C C C	P C C C	P C C C
Fraternity/sorority house	X	C	C
Golf course	C	C	C
Government facility	P	P	P
Medical marijuana dispensaries	X	X	X
Mixed-use development	X	L	L
Mobile home	L	C	C
Fraternity/sorority house	X	C	C
Nursing and convalescent hospital	X	C	C
Open space	P	P	P
Parking for off-site uses	X	C	C
Plant nursery	C	C	C
Public park	C	C	C
Public utility facility	C	C	C
Rehabilitation facility licensed for 6 or fewer persons	X	L	L
Rehabilitation facility licensed for 7 or more persons	X	X	X
Renting	L	L	L
Senior housing (see Chapter 21.16, Senior Citizens Housing Zone)	X	C	C
Sober living facility for 6 or less persons	P	P	P
Sober living facility for 7 or more persons	X	X	X
Supportive housing, licensed for 7 or more persons	X	X	C
Transitional housing, licensed for 7 or more persons	X	X	C

Table 21.08(B)

Permitted Accessory Uses in Residential Zones

Accessory Uses	R-1	R-2	R-3
Accessory building or structure	P	P	P
Accessory dwelling unit	L	L	L
Auto dismantling, repairing, assembling	L	L	L
Child day care, licensed for up to 7 children	P	P	P
Child day care, licensed for 8 to 14 children	L	L	L
Garage (not more than 3 cars)	P	P	P
Garage conversion	L	L	L
Home occupation	L	L	L
Household pets	L	L	L
Medical marijuana dispensaries	X	X	X
Portable canopy	L	L	L
Recreational vehicle parking (see Chapter 21.22, Off-Street Parking Regulations)	L	L	L
~~Second dwelling unit~~	~~L~~	~~L~~	~~L~~
Storage of construction materials	L	L	L
Swimming pool	P	P	P
Temporary uses (see Chapter 21.28)	C	C	C
Walls, fences, and hedges	L	L	L
Wireless communication facility	C	C	C
Yard sales	L	L	L

21.08.040 Limitations and Special Standards.

The land uses listed in Table 21.08(A) and Table 21.08(B) designated with the letter "L" are explained below.

(A ~~J~~) ~~**Second Dwelling Unit**~~ **Accessory Dwelling Unit**. In all residential zones developed as single-family dwelling unit, a maximum of one ~~second~~ accessory dwelling unit is permitted, subject to the following limitations:

(1) The design and incorporation of an accessory dwelling ~~second~~ unit on a single-family residential property must meet the following requirements ~~be such that the second unit~~:

(a) The accessory dwelling unit must comply ~~Complies~~ with all development standards of the R-1 Zone, including front, rear, and side yard setbacks, except as modified in this section;

(b) No setback is required for an existing garage that is converted to an accessory dwelling unit or an existing space within a primary dwelling;

(c ~~b~~) The ~~second~~ accessory dwelling unit may be ~~is~~ either attached or detached from the existing primary dwelling and must be located on the same lot as the existing primary dwelling;

(d e) The increased floor area of the attached ~~second~~ accessory dwelling unit cannot exceed ~~thirty (30)~~ fifty (50) percent of the existing dwelling gross floor area, with a maximum increase in floor area of one thousand two hundred 1,200 square feet;

(e ~~d~~) The total gross floor area for a detached ~~second~~ accessory dwelling unit cannot exceed one thousand two hundred (1,200) square feet.

(f ~~e~~) Does not cause the floor area ratio or lot coverage limitations of the property to exceed the limits prescribed by the zone;

(g ~~f~~) Is limited to one story and an overall height of fifteen (15) feet if detached from the primary dwelling;

(h g) Must be constructed such that the finished floor elevation of the ~~second~~ accessory dwelling unit is not more than two feet above or below the finish floor elevation of the primary unit at the front of the lot;

(i) Must have an independent exterior access from the existing residence.

(j ~~h~~) Must maintain architectural compatibility with the primary dwelling unit, including, without limitation, architectural style, roof type, paint color, finish, details, and other qualities subject to the approval of the City Planner;

(k ~~i~~) Must contain complete independent facilities for living, eating, sleeping, cooking, and sanitation;

(l j) Must ~~require~~ provide one off-street parking space per bedroom. ~~in a garage for second unit less than or equal to six hundred (600) square feet of gross floor area, and two parking spaces for those greater than six hundred (600) square feet~~ These spaces may be provided as tandem parking on an existing driveway.~~, subject to the following: (i)~~ Parking designated for the ~~second~~ accessory dwelling unit must be provided in addition to the minimum parking required for the primary unit.~~;~~

~~(ii) Designated second unit parking must be independent of parking provided for the primary unit and must be directly accessible to the second unit by a door or a paved pathway;~~

~~(iii) Second unit parking may not encroach into setbacks applicable to the zone and property.~~

(m) Notwithstanding the foregoing, parking is not required in the following instances:

(i) The accessory dwelling unit is located within one-half mile of public transit.

(ii) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(iii) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(2) An ~~second~~ accessory dwelling unit cannot be sold or transferred separately from the primary dwelling.

(3) The applicant for a ~~second~~ accessory dwelling unit must be the owner/occupant of the primary unit, but may reside in the ~~second~~ accessory dwelling unit once completed. A covenant ~~An affidavit~~, in a form ~~to be provided by the Planning Division~~ approved by the City Attorney, must be signed by the property owner, and must be submitted to the ~~Planning Division~~ City Planner ~~on a yearly basis~~. Said covenant ~~affidavit~~ must verify that either the primary residence or ~~second~~ accessory dwelling unit is currently and will be occupied by the property owner.

(4) ~~A~~ The covenant~~, approved as to form by the City Attorney,~~ must be recorded with the County Recorder's Office and a certified copy of said recorded covenant must be filed with the ~~Community Development Department~~ City Planner before the City issues a building permit to build a ~~second~~ accessory dwelling unit. The covenant will require owner occupancy of either the primary unit or

accessory dwelling unit, prohibit the separate sale of the accessory dwelling unit, and prohibit rentals for less than 30 days. Said covenant cannot be altered, revoked or canceled without the written consent of the City Planner.

(5) In the event a covenant was previously recorded for a permitted accessory structure restricting the structure as non-habitable pursuant to this Code, before the city issues a building permit for an accessory dwelling unit, the property owner must record a release of such covenant with the county recorder, in a form approved by the City Planner and the City Attorney.

(6 ~~5~~) The application must be accompanied by a filing and processing fee in the amount set by city council resolution ~~of the council~~.

(7) The applicant must pay all required fees, including without limitation, development impact fees pursuant to Chapter 3.110 of this Code.

(B ~~A~~) **Auto Dismantling, Repairing, Assembling**. In all residential zones, subject to the following limitations:

(1) Work cannot be performed within public view.

(2) Work must be performed within an enclosed building or in an area which is completely enclosed by view-obscuring walls, not less than six feet in height, or by the exterior walls of a building or buildings.

(3) Work cannot be performed for commercial purposes.

(4) The vehicle must be owned by a resident of the lot on which the work is being done.

(5) The resident must complete work on one vehicle before beginning on another so that no more than one vehicle for each family living on the lot is in a state of disassembly or dismantlement or is being repaired at one time.

(6) Work must be performed in a manner that will not interfere with the quiet and comfortable enjoyment of adjacent properties by their occupants.

(C ~~B~~) **Child Day Care, Licensed for Eight to Fourteen (14) Children**. In all residential zones, child day care for eight to fourteen (14) children is subject to State and City regulations, including a home occupation business license and the following requirements:

(1) The residence must comply with all property development standards.

(2) The child day care facility cannot be located within three hundred (300) feet of another child day care facility, except when:

(a) The applicant can demonstrate that an existing child day care located within three hundred (300) feet is at capacity; or

(b) The need exists for a particular or unique service not provided by an existing child day care location within three hundred (300) feet.

(3) The outdoor play area of not less than seventy-five (75) square feet per child, but in no case less than four hundred fifty (450) square feet in area, and which includes play equipment, must be provided and secured with proper fencing. The outdoor play area must be located in the rear area. Stationary play equipment cannot be located in required side and front yards.

(4) A six-foot high solid decorative fence or wall must be constructed on all side and rear property lines except in the front yard. Materials, textures, colors and design of the fence or wall must be compatible with on-site development and adjacent properties. All fences or walls ~~shall~~ must provide for safety with controlled points of entry.

(5) The garage cannot be used as an extension of the family day care facility and cannot be used as part of the outdoor play area.

(6) The facility may operate up to fourteen (14) hours per day. Outdoor activities are restricted to the hours of 8:00 a.m. to 8:00 p.m. per day.

(7) The facility requires an initial on-site inspection and annual inspection thereafter by ~~City officials~~ the City Planner.

(8) On-site landscaping must be consistent with that prevailing in the neighborhood and be installed and maintained.

(9) All on-site parking must be provided pursuant to the provisions of ~~the Zoning~~ this Code. On-site vehicle turnaround or separate entrance and exit points, and adequate passenger loading spaces must be provided.

(10) All on-site lighting must be stationary, directed away from adjacent properties and public rights-of-way, and of intensity appropriate to the use it is serving.

(11) All on-site signage must comply with this code.

(12) The facility must contain a fire extinguisher and smoke detector devices and meet all standards set forth in the California Fire Code, as adopted by this code.

(D ~~C~~) **Garage Conversion**. (1) All garage conversions ~~shall~~ must comply with all ~~pertinent City codes, ordinances and regulations~~ applicable law, and ~~in addition to the following conditions:~~

~~(1) A garage serving and attached to an existing single-family~~ dwelling ~~detached residence may be converted to expand the living area of such residences provided that:~~

~~(a) The garage must shall be replaced by an enclosed two-car garage onsite in a manner consistent with the character of the neighborhood.~~

~~(b) The conversion is accomplished in full accordance with all pertinent codes and ordinances as verified by obtaining permits and inspections from all appropriate agencies.~~

~~(2) A detached garage serving an existing single-family dwelling may be converted to an accessory dwelling unit provided that one parking space~~ must provide one parking space per bedroom for the accessory dwelling unit. Such spaces may be provided as tandem parking on an existing driveway. Notwithstanding the foregoing, if the accessory dwelling unit is located within one-half mile of a public transit, no additional parking must be provided.

(2) Illegal Garage Conversion. Conversion of a garage to expand the living area of a residence or otherwise render the garage unusable for its original purpose without obtaining appropriate permits and inspections ~~shall be deemed~~ constitutes an illegal garage conversion. When a property owner is informed that such an illegal garage conversion exists on the property, the property owner ~~shall~~ must comply with the following requirements:

(a) Within thirty (30) days of becoming so informed, the property owner must obtain permits and inspections.

(b) The property owner ~~shall~~ may then exercise one of the following options:

(i) If the property owner desires to retain the garage conversion, the conversion must comply with paragraph (1) of this subsection (~~C~~ D); or

(ii) If the property owner does not desire to correct the conversion, the conversion must be removed and restored to function as a garage in accordance with the applicable building codes.

(E ~~D~~) **Home Occupation Permits**.

(1) **Purpose**. The purpose of this section is to allow for home occupations which are compatible with the residential character of the neighborhood in which they are located.

(2) **Procedure**. Home occupations ~~shall be~~ are permitted in the R-1, R-2, and R-3 Zones subject to obtaining a home occupation permit as follows:

(a) Application. Application for a home occupation permit ~~shall~~ must be made on an application form provided by the ~~Community Development Department~~ City Planner and ~~shall~~ be accompanied by a filing fee ~~which amount shall be set by resolution adopted by the~~ established by City Council resolution.

(b) Conditions of Approval. In approving a home occupation, the City Planner may include decision reasonable conditions deemed necessary to protect the health, safety and welfare of the community and to ensure the intent of this section.

(c) Review and Inspection. Home occupations may be periodically reviewed and an inspection made of the property by the ~~Community Development Department~~ City Planner to verify continued compliance with the necessary criteria and conditions of approval.

(d) Revocation of Permits. The ~~Planning Division~~ City Planner may revoke any home occupation permit for noncompliance with the conditions set forth in approving the permit or inconsistency with this section.

(e) Appeal Procedure. Appeals may be taken to the Planning Commission by the applicant or any other person aggrieved by the City Planner's decision pursuant to Chapter 1.10.

(3) **Permitted Home Occupations**. The following businesses are permitted ~~upon issuance~~ with a valid home occupation permit:

(a) Office use;

(b) Mail ordering;

(c) Home crafts such as model making, basket weaving.

(4) **Home Occupations Prohibited**. Permitted home occupations ~~shall~~ cannot in any event be deemed to include the following:

(a) Auto repair;

(b) Barber shop or beauty salon;

(c) Carpentry work;

(d) Dance instructions;

(e) Funeral chapel or funeral home;

(f) Gift shop;

(g) Medical or dental offices, labs, clinics, or hospitals;

(h) Auto, boat and trailer painting;

(i) Photo studio;

(j) Private schools;

(k) Renting of equipment and/or trailers;

(l) Appliance repairs;

(m) Eating establishment;

(n) Kennel;

(o) Tailors, dressmakers, upholstery;

(p) Service uses, personal and professional;

(q) Such other uses that may generate excessive pedestrian or vehicle traffic and that may be obnoxious or a nuisance to adjacent residents such as noise, odor, or appearance as a determined by the City Planner, or that violate the use limitations provided in subsection (E) of this section.

(5) **Use Limitations**. In addition to the limitations applicable in the zone in which the use is located, all home occupations ~~shall be~~ are subject to the following use limitations:

(a) One home occupation per address.

(b) In the primary residence of the applicant proposing to conduct the business.

(c) A home occupation ~~shall be~~ is limited to paperwork only, conducted entirely within the designated room of the home, and ~~shall~~ cannot have ~~no~~ a need for any type of vehicle to transport materials or equipment used in conjunction with the business other than a private automobile.

(d) No employment of help other than members of the resident family.

(e) The home occupation use ~~shall~~ must be incidental to the primary use of the structure as a residential use and ~~shall~~ cannot detract from the residential character of the neighborhood. Not more than two hundred (200) square feet or ten (10) percent of the floor area, whichever is less, may be used in connection with a home occupation or for storage purposes in connection with a home occupation.

(f) No direct sales of product or merchandise from the home.

(g) No traffic ~~shall~~ can be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation ~~shall~~ must be met off the street. Visitor, customers, or deliveries ~~shall~~ cannot exceed that normally and reasonably occurring for a residence as determined by the City Planner and this Code.

(h) No home occupation can be conducted in any accessory building or space outside of the main building such as the garage or storage building.

(i) There ~~shall~~ cannot be ~~no~~ any on-site storage of materials other than samples.

(j) The home occupation ~~shall~~ cannot involve use of advertising signs on the premises or any other external on-site advertising media which calls attention to the fact that the house is being used for a business purpose.

(k) There ~~shall~~ cannot be ~~no~~ any alteration of utilities or installment of special equipment for the purpose of accommodating the proposed home occupation.

(l) A maximum of one three-quarter ton vehicle may be kept in conjunction with an approved home occupation use if approved by the City Planner.

(m) Under no circumstances ~~shall~~ can the appearance of the structure be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character wither by the use of colors, materials, construction, lighting, signs, or the emission of sound, noise, or vibration.

(n) The street address of the residence ~~shall~~ cannot be used for advertisements.

(o) All respects of the home occupation ~~shall~~ must be conducted entirely within an enclosed structure. Supplies, tools, equipment, goods, samples and other items relating to a home occupation cannot be

stored or displayed outside or at any location within a structure where they will be visible to passing pedestrian or vehicular traffic.

(p) There ~~shall~~ cannot be ~~no~~ any use of any equipment which may cause radio or television interference or fluctuation in line voltage off the property.

(q) There ~~shall~~ cannot be any process, procedure, substance, or chemical used which is hazardous to public health, safety, morals or welfare.

(F ~~E~~)**Household Pets**.

(1) In the R-1 Zone, not in excess of three household pets, which includes, without limitation, dogs, cats, pigs, canaries, parrots, and other similar animals and birds usually and ordinarily kept as household pets.

(2) In the R-2 and R-3 Zones, not in excess of two household pets for each dwelling unit.

(G ~~F~~) **Mixed Use Development**. In the R-2 and R-3 Zones, mixed-use projects are limited to the Mixed-Use Overlay Zone and are subject to the restrictions and development standards of that Overlay Zone. See Chapter 21.14.

(H ~~G~~) **Mobile Home**. In all residential zones developed as single-family dwelling unit, subject to the following limitations:

(1) One mobile home on a permanent foundation.

(2) Such unit was issued an insignia of approval from the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development pursuant to Health and Safety Code Section 18550(b).

(3) Such unit has a roof with a pitch of not less than two-inch vertical rise for each twelve (12) inches of horizontal run and consisting of roofing material customarily used for conventional single-family residences and is consistent with the primary unit on the lot and compatible with other dwelling units in the area as approved by the City Planner.

(4) Such unit must have porches and eaves, or roof with eaves when, in the opinion of the City Planner, they are necessary to make the unit compatible with other dwellings in the area.

(5) Such unit is covered with an exterior siding material customarily used on conventional dwellings and approved by the City Planner. The exterior material must extend to the ground except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.

(I ~~H~~) **Portable Canopy.** In all residential zones, subject to the following limitations:

(1) There is no limit on the number of portable canopies permitted on a residential zoned property, except that any and all canopies must comply with the maximum square footage specified below.

(2) A portable canopy is allowed only adjacent to the side or at the rear of a residential unit.

(3) A portable canopy must be constructed with a durable material, such as, without limitation, a canvas or vinyl material, which is securely anchored in place and properly maintained to present a neat and orderly appearance. The canopy is required to be replaced if they become torn, tattered or in disrepair.

(4) A portable canopy cannot exceed a height of fifteen (15) feet at the highest point and is limited to a maximum square footage of two hundred forty (240) square feet total for all portable canopies.

(J ~~I~~) **Recreational Vehicle Parking**. See Chapter 21.22, Off-Street Parking Regulations.

ATTACHMENT 4
Map of Public Transit Stops in the City

Legend

- Metro Bus Stops
- Montebello Bus Stops
- Spirit Bus Stops
- Montebello Bus Buffer (0.5 miles)
- Spirit Bus Buffer (0.5 miles)
- Metro Bus Buffer (0.5 miles)
- Monterey Park Boundary

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5
Draft City Council Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS IN ACCORDANCE WITH GOVERNMENT CODE §65852.2.

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

SECTION 1: The City Council finds and declares that:

A. On April 13, 2017, the City of Monterey Park filed an application to amend the Monterey Park Municipal Code ("MPMC") in compliance with California law to regulate accessory dwelling units.

B. The proposed amendments to the MPMC are attached as Exhibit "A," and incorporated by reference (the "Project");

C. 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. A public hearing was held before the Planning Commission on June 27, 2017. At that time, the Planning Commission adopted Resolution No. 05-17 which recommended that the City Council adopt this Ordinance;

E. On July 19, 2017, the City Council held a public hearing regarding the Project. At that time, the City Council carefully considered all pertinent testimony including, without limitation, the staff report; and

F. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, the public hearing held by the City Council on July 19, 2017.

SECTION 2: The City Council finds and determines that the Project was processed in accordance with California law and the MPMC. Amending the MPMC as proposed 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. 05-17 as adopted June 27, 2017, 2017, is incorporated into this Ordinance as if fully set forth.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) § 15282(h) because it is an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Section 65852.2 of the Government Code § 65852.2 as set forth in

Section 21080.17 of the Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 4: *Notice of Exemption.* The Director of Community and Economic Development, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062, and any other applicable law.

SECTION 5: City Council findings. Pursuant to MPMC § 21.38.050, the City Council finds:

(A) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;

(B) That the proposed amendment will not adversely affect surrounding properties; and

(C) That the proposed amendment promotes public health, safety, and general welfare and serves the goals and purposes of the Zoning Code.

SECTION 6: *Approval.* The MPMC is amended as set forth in Exhibit A, which is incorporated by reference. The City Manager, or designee, is authorized to make non-substantial changes to Exhibit A, as determined by the City Attorney.

SECTION 7: *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 8: *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 9: *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 10: 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 11: 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 12: The City Clerk is further directed to submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 13: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this _____, 2017.

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly introduced by said City Council at a regular meeting held on the ____ day of _____, 2017, and was duly passed and adopted by said City Council, at a regular meeting of said Council held on the ____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

By: _____ for _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 6

Government Code §65852.2, as amended by AB 2299

NEW STATE LAW REGARDING ACCESSORY DWELLING UNITS

Source: leginfo.legislature.ca.gov

Government Code
ARTICLE 2. Adoption of Regulations [65850 - 65863.13]

Section 65852.2.
(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not

exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards,

other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-

family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(Amended by Stats. 2016, Ch. 735, Sec. 1.5. Effective January 1, 2017.)

ATTACHMENT 7

City Council Staff Report, dated December 6, 2017

City Council Staff Report

DATE: December 6, 2017

AGENDA ITEM NO: Public Hearing
Agenda Item 4-B.

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Consideration and possible action regarding the proposed code amendments to sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Accessory Dwelling Units.

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Re-opening the public hearing;
(2) Taking documentary and testimonial evidence;
(3) Closing the public hearing and considering the draft ordinance;
(4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for December 20, 2017; and
(5) Taking such additional, related, action that may be desirable.

ENVIRONMENTAL:

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

EXECUTIVE SUMMARY:

On June 27, 2017, the Planning Commission reviewed proposed amendments to the Monterey Park Municipal Code ("MPMC") governing accessory dwelling units in residential zones. Thereafter, the Commission approved a resolution recommending that the City Council amend MPMC Chapters 21.04 and 21.08.

On July 19, 2017, the proposed code amendments were presented to the City Council. At the meeting, the City Council expressed several concerns about potential impacts to the residential areas and requested that staff conduct additional research to further define and clarify the regulations for accessory dwelling units. At the time, staff had surveyed cities within the San Gabriel Valley, including Alhambra, Arcadia, Baldwin Park, El Monte, Montebello, Rosemead, San Gabriel, and Temple City for existing

regulations on accessory dwelling units. None of these cities had made amendments to their existing zoning codes since the State law took effect on January 1, 2017.

ANALYSIS:

Subsequent to the July 19, 2017 City Council meeting and in response to the direction provided to staff, further research was conducted and the survey radius was expanded to include the cities of Burbank, Diamond Bar, Fullerton, Glendale, La Habra, Pasadena, San Dimas, San Marino, and Walnut. All nine cities had amended their regulations in response to the new laws. The information gathered from the research was used to further clarify definitions and regulations in the proposed amendments. The additional proposed amendments are summarized below.

- The definition of an accessory building or structure will be further clarified to specify that an accessory building or structure does not include garages. This expanded definition will help to clarify that only an accessory building or structure, excluding garages, can be converted to an accessory dwelling unit.

- The code will be amended to delete existing regulations that allow for garage conversions. The City's existing regulations currently allows for garage conversions provided that a new replacement two-car garage is constructed in its place. However, the new State law states that if garage conversions are allowed, then a replacement garage cannot be required (Gov. Code § 65852.2(a)(1)(D)(xi)). Therefore, to address the City Council's concern about potential on-street parking impacts, the proposed amendments include deleting the existing regulations permitting garage conversions. This deletion will also make the code more in line with the proposed expanded definition for an accessory building or structure.

- The code will be amended to restrict accessory dwelling units in the R-2 (Medium Density Residential) and R-3 (High Density Residential) Zones and be limited to only the R-1 (Single-Family Residential) Zone. This clarification will help to address the City Council's concern about compounding the limited on-street parking in the medium and high density residential areas.

- An accessory dwelling unit may be within, attached to, or detached from the existing primary residence. If detached, the accessory dwelling unit must be located within the rear portion of the parcel. If attached to or within the primary residence, a separate entrance must be provided and said entrance must not be located on the front of the primary residence or facing the street on which the primary residence fronts. This clarification will help to preserve the appearance of the single-family dwelling areas and ensure compatibility.

- The architectural style of an accessory dwelling unit must be consistent with the primary residence. Similar to the above item, this clarification will help to preserve the appearance of the single-family dwelling areas and ensure compatibility.

- An accessory dwelling unit must contain no more than two bedrooms. This clarification will help to address some of the concerns regarding parking impacts to the residential areas.

- All off-street parking areas and automobile areas, including driveways and aisles must be paved with concrete or asphalt. This clarification will help to reinforce that vehicles will not be parking on landscaped or dirt areas.

Staff believes that the above clarifications will help to address some of the City Council's concerns regarding potential impacts to the residential areas. The more significant clarification is specifying that only accessory buildings and structures will be allowed to be converted to an accessory dwelling unit and that existing garages cannot be converted. This will help to preserve the parking that is required for the primary residence. Additionally, provisions have been included to limit the number of bedrooms in an accessory dwelling unit to a maximum of two bedrooms, which will also help to address parking concerns. Furthermore, provisions have been added to ensure that the appearance of the single-family residential area will not be impacted with either the conversion of an existing building or structure or the construction of a new accessory dwelling unit.

Respectfully submitted:

By:

Michael Huntley
Director of Community and
Economic Development

Prepared by:

Samantha Tewasart
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Planning Commission Resolution No. 05-17
Attachment 2: Planning Commission Minutes, dated June 27, 2017
Attachment 3: Map of Public Transit Stops in the City
Attachment 4: Draft City Council Ordinance and Proposed Zoning Code Amendments (Ex. A)
Attachment 5: Government Code §65852.2, as amended by AB 2299
Attachment 6: City Council Staff Report, dated July 19, 2017

ATTACHMENT 4
Draft City Council Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS IN ACCORDANCE WITH GOVERNMENT CODE §65852.2.

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

SECTION 1: The City Council finds and declares that:

A. On April 13, 2017, the City of Monterey Park filed an application to amend the Monterey Park Municipal Code ("MPMC") in compliance with California law to regulate accessory dwelling units;

B. The proposed amendments to the MPMC are attached as Exhibit "A," and incorporated by reference (the "Project");

C. 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. A public hearing was held before the Planning Commission on June 27, 2017. At that time, the Planning Commission adopted Resolution No. 05-17 which recommended that the City Council adopt this Ordinance;

E. On July 19, 2017 and December 6, 2017, the City Council held a public hearing regarding the Project. At that time, the City Council carefully considered all pertinent testimony including, without limitation, the staff report; and

F. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, the public hearing held by the City Council on July 19, 2017 and December 6, 2017.

SECTION 2: The City Council finds and determines that the Project was processed in accordance with California law and the MPMC. Amending the MPMC as proposed 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. 05-17 as adopted June 27, 2017 is incorporated into this Ordinance as if fully set forth.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it is an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of

Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 4: *Notice of Exemption.* The Director of Community and Economic Development, or designee, is directed to file a Notice of Exemption in accordance with CEQA Guidelines § 15062, and any other applicable law.

SECTION 5: *City Council findings.* Pursuant to MPMC § 21.38.050, the City Council finds:

(A) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;

(B) That the proposed amendment will not adversely affect surrounding properties; and

(C) That the proposed amendment promotes public health, safety, and general welfare and serves the goals and purposes of the Zoning Code.

SECTION 6: *Approval.* The MPMC is amended as set forth in Exhibit A, which is incorporated by reference. The City Manager, or designee, is authorized to make non-substantial changes to Exhibit A, as determined by the City Attorney.

SECTION 7: *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 8: *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 9: *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 10: 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 11: 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 12: The City Clerk is further directed to submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 13: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly introduced by said City Council at a regular meeting held on the ____ day of _____, 2017, and was duly passed and adopted by said City Council, at a regular meeting of said Council held on the ____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

By: _____ FOR
Karl H. Berger, Assistant City Attorney

EXHIBIT A

CHAPTER 21.04 DEFINITIONS

21.04.018 Accessory Building or Structure. "Accessory building or structure" means any building or structure that is clearly incidental, related to, but subordinate to a permitted principal use and maintained on the same lot as the principal use; provided, that such building or structure is one-story ~~or lower~~; detached or inaccessible from the principal use; uninhabited; used as storage shed, playhouse, laundry room, or similar use; may not be rented or sold separately; and not be more than one hundred twenty (120) gross square feet in size. An accessory building or structure does not include garages.

* * *

21.04.~~775~~019 ~~Second Unit Housing~~ Accessory Dwelling Unit.

~~For purposes of this chapter, the following definitions shall apply:~~

~~(A) "**Efficiency unit**" means a dwelling unit, with a minimum square footage of two hundred fifty (250) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities.~~

~~(B) "**Second unit housing**"~~ **"Accessory dwelling unit"** means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It ~~shall~~ includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel a single-family dwelling is situated. ~~Such second unit housing shall be subject to restrictions and limitations as set forth in Chapter 21.08. (Ord. 2097 § 3, 2013)~~ An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Health and Safety Code Section 17958.1 (such a unit has a minimum square footage of one hundred fifty (150) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities).

(B) A manufactured home, as defined in Health and Safety Code Section 18007.

CHAPTER 21.08 RESIDENTIAL ZONES

21.08.030 Permitted Uses.

The land uses listed in Table 21.08(A) and Table 21.08(B) are permitted as indicated in the columns corresponding to each residential district. Where indicated with a "P" the use is permitted. Where indicated with an "X" the use is prohibited. A letter "C" indicates the use is conditionally permitted subject to the approval of a conditional use permit. Letter "L" indicates the use is permitted subject to limitations described in Section 21.08.~~050~~ 040. Uses not shown as permitted, conditionally permitted, or permitted subject to limitations are prohibited in the zoning district, unless the City Planner makes a determination that a proposed use, while not listed in the following table, closely corresponds to a listed use which is permitted by right or which is permitted subject to the granting of a conditional use permit or subject to limitations.

Table 21.08(A)

Permitted Uses in Residential Zones

Legend:

P Permitted

L Permitted subject to limitations or special standards (see Section 21.08.~~050~~ 040)

C Permitted subject to approval of a conditional use permit (see Chapter 21.32)
X Prohibited

* See Chapter 21.04, Definitions, for uses listed below

Land Uses	R-1	R-2	R-3
Single-family dwelling unit	P	P	P
Multiple-dwelling units	X	P	P
Assembly hall	C	C	C
Boarding house	X	C	C
Child care center	X	C	C
Child day care, licensed for 14 or less children (see Chapter 21.04, Definitions)	L	L	L
Community center	X	C	C
Community care facility, licensed for 6 or fewer persons	P	P	P
Community care facility, licensed for 7 or more persons	X	C	C
Condominiums	X	P	P
Congregate care facility (multiple units on one property)	X	C	C
Educational institution:			
Public Parochial Private (excludes tutoring) Accessory use to church	P C C C	P C C C	P C C C
Fraternity/sorority house	X	C	C
Golf course	C	C	C
Government facility	P	P	P
Medical marijuana dispensaries	X	X	X
Mixed-use development	X	L	L
Mobile home	L	C	C
Fraternity/sorority house	X	C	C
Nursing and convalescent hospital	X	C	C
Open space	P	P	P
Parking for off-site uses	X	C	C
Plant nursery	C	C	C
Public park	C	C	C
Public utility facility	C	C	C
Rehabilitation facility licensed for 6 or fewer persons	X	L	L
Rehabilitation facility licensed for 7 or more persons	X	X	X
Renting	L	L	L
Senior housing (see Chapter 21.16, Senior Citizens Housing Zone)	X	C	C
Sober living facility for 6 or less persons	P	P	P

Sober living facility for 7 or more persons	X	X	X
Supportive housing, licensed for 7 or more persons	X	X	C
Transitional housing, licensed for 7 or more persons	X	X	C

Table 21.08(B)

Permitted Accessory Uses in Residential Zones

Accessory Uses	R-1	R-2	R-3
Accessory building or structure	P	P	P
Accessory dwelling unit	L	X	X
Auto dismantling, repairing, assembling	L	L	L
Child day care, licensed for up to 7 children	P	P	P
Child day care, licensed for 8 to 14 children	L	L	L
Garage (not more than 3 cars)	P	P	P
~~Garage conversion~~	~~L~~	~~L~~	~~L~~
Home occupation	L	L	L
Household pets	L	L	L
Medical marijuana dispensaries	X	X	X
Portable canopy	L	L	L
Recreational vehicle parking (see Chapter 21.22, Off-Street Parking Regulations)	L	L	L
~~Second dwelling unit~~	~~L~~	~~L~~	~~L~~
Storage of construction materials	L	L	L
Swimming pool	P	P	P
Temporary uses (see Chapter 21.28)	C	C	C
Walls, fences, and hedges	L	L	L
Wireless communication facility	C	C	C
Yard sales	L	L	L

21.08.040 Limitations and Special Standards.

The land uses listed in Table 21.08(A) and Table 21.08(B) designated with the letter "L" are explained below.

(A) **Accessory Dwelling Unit**. In the R-1 (Single-Family Residential) Zone developed as a single-family dwelling, a maximum of one accessory dwelling unit is permitted, subject to the following limitations:

(1) The design and incorporation of an accessory dwelling unit on a single-family residential property must meet the following requirements:

(a) The accessory dwelling unit must comply with all development standards of the R-1 Zone, including front, rear, and side yard setbacks, except as modified in this section;

(b) No setback is required for an existing accessory building or structure that is converted to an accessory dwelling unit or an existing space within a primary dwelling. For purposes of this subdivision, "existing" means a structure or space that was lawfully constructed as of January 1, 2017;

(c) The accessory dwelling unit may be either attached or detached from the existing primary dwelling and must be located on the same lot as the existing primary dwelling. If detached, the accessory dwelling unit must be located within the rear portion of the parcel. If attached to or within the primary residence, a separate entrance must be provided and said entrance must not be located on the front of the primary residence or facing the street on which the primary residence fronts;

(d) The increased floor area of an attached accessory dwelling unit may not exceed fifty (50) percent of the existing single-family dwelling gross floor area, with a maximum increase in floor area of one thousand two hundred (1,200) square feet;

(e) The total gross floor area for a detached accessory dwelling unit may not exceed one thousand two hundred (1,200) square feet;

(f) The accessory dwelling unit must contain no more than two bedrooms;

(g) The accessory dwelling unit may not cause the floor area ratio or lot coverage limitations of the property to exceed the limits prescribed by the zone;

(h) The accessory dwelling unit is limited to one story and an overall height of fifteen (15) feet if detached from the primary dwelling;

(i) The accessory dwelling unit must be constructed such that the finished floor elevation of the accessory dwelling unit is not more than two feet above or below the finish floor elevation of the primary unit at the front of the lot;

(j) The accessory dwelling unit must maintain architectural compatibility with the primary dwelling unit, including, without limitation, architectural style, roof type, paint color, finish, details, and other qualities subject to the approval of the City Planner;

(j) The accessory dwelling unit must provide one off-street parking space per bedroom. These spaces may be provided as tandem parking on an existing driveway. Parking designated for the accessory dwelling unit must be provided in addition to the minimum parking required for the primary unit. All off-street parking areas and automobile areas, including driveways and aisles must be paved with concrete or asphalt. Notwithstanding the foregoing, parking is not required in the following instances:

(i) The accessory dwelling unit is located within one-half mile of public transit.

(ii) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(iii) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(2) An accessory dwelling unit may not be sold or transferred separately from the primary dwelling.

(3) The applicant for an accessory dwelling unit must be the owner/occupant of the primary unit, but may reside in the accessory dwelling unit once completed.

(4) A covenant, in a form approved by the City Attorney, must be signed by the property owner, and must be submitted to the City Planner. The covenant must be recorded with the County Recorder's Office and a certified copy of said recorded covenant must be filed with the City Planner before the City issues a building permit to build an accessory dwelling unit. The covenant will require owner occupancy of either the primary unit or accessory dwelling unit, prohibit the separate sale of the accessory dwelling unit, and prohibit rentals for less than 30 days. Said covenant may not be altered, revoked or canceled without the written consent of the City Planner.

(5) In the event a covenant was previously recorded for a permitted accessory structure restricting the structure as non-habitable pursuant to this Code, before the city issues a building permit for an accessory dwelling unit, the property owner must record a release of such covenant with the county recorder, in a form approved by the City Planner and the City Attorney.

(6) The application must be accompanied by a filing and processing fee in the amount set by city council resolution.

(7) The applicant must pay all required fees, including without limitation, development impact fees pursuant to Chapter 3.110 of this Code.

(B ~~A~~) **Auto Dismantling, Repairing, Assembling**. In all residential zones, subject to the following limitations:

(1) Work cannot be performed within public view.

(2) Work must be performed within an enclosed building or in an area which is completely enclosed by view-obscuring walls, not less than six feet in height, or by the exterior walls of a building or buildings.

(3) Work cannot be performed for commercial purposes.

(4) The vehicle must be owned by a resident of the lot on which the work is being done.

(5) The resident must complete work on one vehicle before beginning on another so that no more than one vehicle for each family living on the lot is in a state of disassembly or dismantlement or is being repaired at one time.

(6) Work must be performed in a manner that will not interfere with the quiet and comfortable enjoyment of adjacent properties by their occupants.

(C ~~B~~) **Child Day Care, Licensed for Eight to Fourteen (14) Children**. In all residential zones, child day care for eight to fourteen (14) children is subject to State and City regulations, including a home occupation business license and the following requirements:

(1) The residence must comply with all property development standards.

(2) The child day care facility cannot be located within three hundred (300) feet of another child day care facility, except when:

(a) The applicant can demonstrate that an existing child day care located within three hundred (300) feet is at capacity; or

(b) The need exists for a particular or unique service not provided by an existing child day care location within three hundred (300) feet.

(3) The outdoor play area of not less than seventy-five (75) square feet per child, but in no case less than four hundred fifty (450) square feet in area, and which includes play equipment, must be provided and secured with proper fencing. The outdoor play area must be located in the rear area. Stationary play equipment cannot be located in required side and front yards.

(4) A six-foot high solid decorative fence or wall must be constructed on all side and rear property lines except in the front yard. Materials, textures, colors and design of the fence or wall must be compatible with on-site development and adjacent properties. All fences or walls ~~shall~~ must provide for safety with controlled points of entry.

(5) The garage cannot be used as an extension of the family day care facility and cannot be used as part of the outdoor play area.

(6) The facility may operate up to fourteen (14) hours per day. Outdoor activities are restricted to the hours of 8:00 a.m. to 8:00 p.m. per day.

(7) The facility requires an initial on-site inspection and annual inspection thereafter by ~~City officials~~ the City Planner.

(8) On-site landscaping must be consistent with that prevailing in the neighborhood and be installed and maintained.

(9) All on-site parking must be provided pursuant to the provisions of ~~the Zoning~~ this Code. On-site vehicle turnaround or separate entrance and exit points, and adequate passenger loading spaces must be provided.

(10) All on-site lighting must be stationary, directed away from adjacent properties and public rights-of-way, and of intensity appropriate to the use it is serving.

(11) All on-site signage must comply with this code.

(12) The facility must contain a fire extinguisher and smoke detector devices and meet all standards set forth in the California Fire Code, as adopted by this code.

~~(C) **Garage Conversion**. All garage conversions shall comply with all pertinent City codes, ordinances and regulations in addition to the following conditions:~~

~~(1) A garage serving and attached to an existing single-family detached residence may be converted to expand the living area of such residences provided that:~~

~~(a) The garage shall be replaced by an enclosed two-car garage onsite in a manner consistent with the character of the neighborhood.~~

~~(b) The conversion is accomplished in full accordance with all pertinent codes and ordinances as verified by obtaining permits and inspections from all appropriate agencies.~~

~~(2) Illegal Garage Conversion. Conversion of a garage to expand the living area of a residence or otherwise render the garage unusable for its original purpose without obtaining appropriate permits and inspections shall be deemed an illegal garage conversion. When a property owner is informed that such an illegal garage conversion exists on the property, the property owner shall comply with the following requirements:~~

~~(a) Within thirty (30) days of becoming so informed, the property owner shall obtain permits and inspections.~~

~~(b) The property owner shall then exercise one of the following options:~~

~~(i) If the property owner desires to retain the garage conversion, the conversion must comply with paragraph (1) of this subsection (C); or~~

~~(ii) If the property owner does not desire to correct the conversion, the conversion must be removed and restored to function as a garage in accordance with the applicable building codes.~~

(D) **Home Occupation Permits**.

(1) **Purpose**. The purpose of this section is to allow for home occupations which are compatible with the residential character of the neighborhood in which they are located.

(2) **Procedure**. Home occupations ~~shall be~~ are permitted in the R-1, R-2, and R-3 Zones subject to obtaining a home occupation permit as follows:

(a) Application. Application for a home occupation permit ~~shall~~ must be made on an application form provided by the ~~Community Development Department~~ City Planner and ~~shall~~ be accompanied by a filing fee ~~which amount shall be set by resolution adopted by the~~ established by City Council resolution.

(b) Conditions of Approval. In approving a home occupation, the City Planner may include decision reasonable conditions deemed necessary to protect the health, safety and welfare of the community and to ensure the intent of this section.

(c) Review and Inspection. Home occupations may be periodically reviewed and an inspection made of the property by the ~~Community Development Department~~ City Planner to verify continued compliance with the necessary criteria and conditions of approval.

(d) Revocation of Permits. The ~~Planning Division~~ City Planner may revoke any home occupation permit for noncompliance with the conditions set forth in approving the permit or inconsistency with this section.

(e) Appeal Procedure. Appeals may be taken to the Planning Commission by the applicant or any other person aggrieved by the City Planner's decision pursuant to Chapter 1.10.

(3) **Permitted Home Occupations**. The following businesses are permitted ~~upon issuance~~ with a valid home occupation permit:

(a) Office use;

(b) Mail ordering;

(c) Home crafts such as model making, basket weaving.

(4) **Home Occupations Prohibited**. Permitted home occupations ~~shall~~ may not in any event be deemed to include the following:

(a) Auto repair;

(b) Barber shop or beauty salon;

(c) Carpentry work;

(d) Dance instructions;

(e) Funeral chapel or funeral home;

(f) Gift shop;

(g) Medical or dental offices, labs, clinics, or hospitals;

(h) Auto, boat and trailer painting;

(i) Photo studio;

(j) Private schools;

(k) Renting of equipment and/or trailers;

(l) Appliance repairs;

(m) Eating establishment;

(n) Kennel;

(o) Tailors, dressmakers, upholstery;

(p) Service uses, personal and professional;

(q) Such other uses that may generate excessive pedestrian or vehicle traffic and that may be obnoxious or a nuisance to adjacent residents such as noise, odor, or appearance as a determined by the City Planner, or that violate the use limitations provided in subsection (E) of this section.

(5) **Use Limitations**. In addition to the limitations applicable in the zone in which the use is located, all home occupations ~~shall be~~ are subject to the following use limitations:

(a) One home occupation per address.

(b) In the primary residence of the applicant proposing to conduct the business.

(c) A home occupation ~~shall be~~ is limited to paperwork only, conducted entirely within the designated room of the home, and ~~shall~~ may not have ~~no~~ a need for any type of vehicle to transport materials or equipment used in conjunction with the business other than a private automobile.

(d) No employment of help other than members of the resident family.

(e) The home occupation use ~~shall~~ must be incidental to the primary use of the structure as a residential use and ~~shall~~ cannot detract from the residential character of the neighborhood. Not more than two hundred (200) square feet or ten (10) percent of the floor area, whichever is less, may be used in connection with a home occupation or for storage purposes in connection with a home occupation.

(f) No direct sales of product or merchandise from the home.

(g) No traffic ~~shall~~ can be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation ~~shall~~ must be met off the street. Visitor, customers, or deliveries ~~shall~~ cannot exceed that normally and reasonably occurring for a residence as determined by the City Planner and this Code.

(h) No home occupation can be conducted in any accessory building or space outside of the main building such as the garage or storage building.

(i) There ~~shall~~ may not be ~~no~~ any on-site storage of materials other than samples.

(j) The home occupation ~~shall~~ may not involve use of advertising signs on the premises or any other external on-site advertising media which calls attention to the fact that the house is being used for a business purpose.

(k) There ~~shall~~ may not be ~~no~~ any alteration of utilities or installment of special equipment for the purpose of accommodating the proposed home occupation.

(l) A maximum of one three-quarter ton vehicle may be kept in conjunction with an approved home occupation use if approved by the City Planner.

(m) Under no circumstances ~~shall~~ may the appearance of the structure be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character wither by the use of colors, materials, construction, lighting, signs, or the emission of sound, noise, or vibration.

(n) The street address of the residence ~~shall~~ may not be used for advertisements.

(o) All respects of the home occupation ~~shall~~ must be conducted entirely within an enclosed structure. Supplies, tools, equipment, goods, samples and other items relating to a home occupation cannot be stored or displayed outside or at any location within a structure where they will be visible to passing pedestrian or vehicular traffic.

(p) There ~~shall~~ may not be ~~no~~ any use of any equipment which may cause radio or television interference or fluctuation in line voltage off the property.

(q) There ~~shall~~ may not be any process, procedure, substance, or chemical used which is hazardous to public health, safety, morals or welfare.

(E) **Household Pets**.

(1) In the R-1 Zone, not in excess of three household pets, which includes, without limitation, dogs, cats, pigs, canaries, parrots, and other similar animals and birds usually and ordinarily kept as household pets.

(2) In the R-2 and R-3 Zones, not in excess of two household pets for each dwelling unit.

(F) **Mixed Use Development**. In the R-2 and R-3 Zones, mixed-use projects are limited to the Mixed-Use Overlay Zone and are subject to the restrictions and development standards of that Overlay Zone. See Chapter 21.14.

(G) **Mobile Home**. In all residential zones developed as single-family dwelling unit, subject to the following limitations:

(1) One mobile home on a permanent foundation.

(2) Such unit was issued an insignia of approval from the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development pursuant to Health and Safety Code Section 18550(b).

(3) Such unit has a roof with a pitch of not less than two-inch vertical rise for each twelve (12) inches of horizontal run and consisting of roofing material customarily used for conventional single-family residences and is consistent with the primary unit on the lot and compatible with other dwelling units in the area as approved by the City Planner.

(4) Such unit must have porches and eaves, or roof with eaves when, in the opinion of the City Planner, they are necessary to make the unit compatible with other dwellings in the area.

(5) Such unit is covered with an exterior siding material customarily used on conventional dwellings and approved by the City Planner. The exterior material must extend to the ground except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.

(H) **Portable Canopy.** In all residential zones, subject to the following limitations:

(1) There is no limit on the number of portable canopies permitted on a residential zoned property, except that any and all canopies must comply with the maximum square footage specified below.

(2) A portable canopy is allowed only adjacent to the side or at the rear of a residential unit.

(3) A portable canopy must be constructed with a durable material, such as, without limitation, a canvas or vinyl material, which is securely anchored in place and properly maintained to present a neat and orderly appearance. The canopy is required to be replaced if they become torn, tattered or in disrepair.

(4) A portable canopy cannot exceed a height of fifteen (15) feet at the highest point and is limited to a maximum square footage of two hundred forty (240) square feet total for all portable canopies.

(I) **Recreational Vehicle Parking**. See Chapter 21.22, Off-Street Parking Regulations.

~~(J) **Second Dwelling Unit**. In all residential zones developed as single-family dwelling unit, a maximum of one second unit is permitted, subject to the following limitations:~~

~~(1) The design and incorporation of a second unit on a single-family residential property must be such that the second unit:~~

~~(a) Complies with all development standards of the R-1 Zone, including front, rear, and side yard setbacks, except as modified in this section;~~

~~(b) The second unit is either attached or detached from the existing primary dwelling and located on the same lot as the existing primary dwelling;~~

~~(c) The increased floor area of the attached second unit cannot exceed thirty (30) percent of the existing dwelling gross floor area;~~

~~(d) The total gross floor area for a detached second unit cannot exceed one thousand two hundred (1,200) square feet.~~

~~(e) Does not cause the floor area ratio or lot coverage limitations of the property to exceed the limits prescribed by the zone;~~

~~(f) Is limited to one story and an overall height of fifteen (15) feet if detached from the primary dwelling;~~

~~(g) Must be constructed such that the finished floor elevation of the second unit is not more than two feet above or below the finish floor elevation of the primary unit at the front of the lot;~~

~~(h) Must maintain architectural compatibility with the primary dwelling unit, including, without limitation, architectural style, roof type, paint color, finish, details, and other qualities subject to the approval of the City Planner;~~

~~(i) Must contain facilities for living, eating, sleeping, cooking, and sanitation;~~

~~(j) Must require one off-street parking space in a garage for second units less than or equal to six hundred (600) square feet of gross floor area, and two parking spaces for those greater than six hundred (600) square feet, subject to the following:~~

~~(i) Parking designated for the second unit must be provided in addition to the minimum parking required for the primary unit,~~

~~(ii) Designated second unit parking must be independent of parking provided for the primary unit and must be directly accessible to the second unit by a door or a paved pathway,~~

~~(iii) Second unit parking may not encroach into setbacks applicable to the zone and property.~~

~~(2) A second unit cannot be sold or transferred separately from the primary dwelling.~~

~~(3) The applicant for a second unit must be the owner/occupant of the primary unit, but may reside in the second unit once completed. An affidavit, in a form to be provided by the Planning Division, must be signed by the property owner, and must be submitted to the Planning Division on a yearly basis. Said affidavit must verify that either the primary residence or second dwelling unit is currently and will be occupied by the property owner.~~

~~(4) A covenant, approved as to form by the City Attorney, must be recorded with the County Recorder's Office and a certified copy of said recorded covenant must be filed with the Community Development Department before the City issues a building permit to build a second unit. Said covenant cannot be altered, revoked or canceled without the written consent of the City Planner.~~

~~(5) The application must be accompanied by a filing and processing fee in the amount set by resolution of the council.~~

(J~~K~~) **Storage of Construction Materials**. In all residential zones, the storage of building materials is permitted during construction of any building or part thereof.

(K~~L~~) **Wireless Communication Facility**. Subject to regulations set forth in Chapter 21.34.

(L~~M~~) **Yard Sales**. In all residential zones, subject to the following limitations:

(1) Not more than two sales per address may be conducted per calendar year;

(2) No such sale can continue more than two consecutive days or three days on extended national holidays. Inclement weather may extend the period of time equal to the days lost;

(3) Such sales can be conducted only during the hours of 8:00 a.m. and 6:00 p.m.;

(4) The merchandise for sale may consist of the property owner's or occupant's personal goods. Outside consignments, lot purchases, and the like, for the purpose of resale is prohibited;

(5) The sales area may be conducted on any portion of the ground area of the property outside of the residential dwelling unit. No merchandise may be placed on any public property or right-of-way;

(6) Only one sign may be placed on the premises. The sign cannot exceed six square feet. No signs shall be placed on any public property (i.e., utility pole, traffic sign), right-of-way or vehicle parked on a public street, alley or private easement;

(7) Such applicant must pay a fee for each permit in the amount set forth by resolution of the council adopted pursuant to applicable law. A copy of a validly issued permit must be displayed at the site of the sale at all times during such sale.

(M~~N~~) **Renting.** For purposes of this subsection, "renting" means occupying a dwelling unit in exchange for remuneration; each person giving remuneration in exchange for occupying a dwelling unit is a tenant. Renting not more than three sleeping rooms per dwelling unit for occupancy is allowed within all residential zones subject to the following limitations:

(1) Sleeping rooms cannot be rented for a period of less than thirty (30) days.

(2) Not more than two persons are permitted to occupy one sleeping room.

(3) Meals may be provided in connection with such renting, or the dwelling's kitchen facilities may be shared with tenants.

(4) These regulations do not apply to the following uses if otherwise permitted by this code: boarding houses, licensed community care facilities, rehabilitation facilities, licensed home care facilities, or sober living facilities, congregate care facilities, fraternity/sorority house, senior housing facilities, supportive housing or transitional housing.

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-C.

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Consider an ordinance amending MPMC Chapters 21.04 and 21.24 regulating signs (CA-17-02)

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing;
(2) Taking documentary and testimonial evidence;
(3) Closing the public hearing and considering the draft ordinance;
(4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for January 17, 2018; and
(5) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At its meeting on November 15, 2017, the City Council requested staff to provide additional renderings of sign heights and sizes for comparison. The requested renderings are included as attachment 9. Also attached is the original staff report from November 15th for reference.

Respectfully submitted:

By:

Michael Huntley
Director of Community and
Economic Development

Prepared by:

Samantha Tewasart
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Resolution recommending adoption of the ordinance
Attachment 2: Draft City Council Ordinance and Proposed Zoning Code Amendments (Ex. A)
Attachment 3: Planning Commission Staff Report, dated October 10, 2017
Attachment 4: Planning Commission Minutes, dated October 10, 2017
Attachment 5: Planning Commission Staff Report, dated September 26, 2017
Attachment 6: Planning Commission Staff Report, dated September 12, 2017
Attachment 7: Planning Commission Minutes, dated September 12, 2017
Attachment 8: Distance Boundary Maps
Attachment 9: Signage Renderings

ATTACHMENT 1

Resolution recommending adoption of the ordinance

RESOLUTION NO. 12-17

A RESOLUTION RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") AFFECTING REGULATIONS GOVERNING SIGNAGE IN THE RESIDENTIAL ZONES.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. A review of the Monterey Park Municipal Code ("MPMC") suggests that amendments are needed to improve the City's regulations governing, among other things, the residential and commercial zoning districts;

B. On September 12, 2017, the Community and Economic Development Department presented draft regulations to the Planning Commission for consideration. The Planning Commission provided direction for improving the regulations and continued the application to the meeting of September 26, 2017. At the meeting of September 26, 2017 requested a minor modification to draft regulations and continued to the application to the meeting of October 10, 2017. Thereafter, the regulations were reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;

C. The City reviewed the project's environmental impacts 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"), and the City's Environmental Guidelines;

D. The Community and Economic Development Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for September 12, 2017, September 26, 2017, and October 10, 2017;

E. On September 12, 2017, September 26, 2017, and October 10, 2017, the Planning Commission held public hearings to receive public testimony and other evidence regarding the draft Ordinance attached as Exhibit "A," and incorporated by reference, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and

F. This Resolution and its findings are made based upon the evidence presented to the Commission at its September 12, 2017, September

26, 2017, and October 10, 2017 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Review*. The Planning Commission finds and determines that the proposed ordinance is not subject to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 3: *General Plan Findings*. As required under Government Code § 65860 the MPMC amendments proposed by the Ordinance are consistent with the Monterey Park General Plan. It is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's residential neighborhoods and commercial districts. The proposed residential code amendments are minor changes intended to ensure that the residential character is maintained to the highest standards. The proposed commercial code amendment is intended to clarify an existing code provision ensuring development compatibility.

SECTION 4: *Recommendation.* The Planning Commission recommends that the City Council adopt the draft ordinance set forth in attached Exhibit "A," which is incorporated into this resolution by reference.

SECTION 5: *Reliance On Record*. Each and every one of the findings and determination 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 Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations.* The Planning Commission'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 Planning Commission'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: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 9: This Resolution may be appealed within nineteen (19) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 10th day of October 2017.

_____
Larry Sullivan, Chairperson
City of Monterey Park Planning Commission

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 10th day of October 2017, by the following vote of the Planning Commission:

AYES:	Commissioners Sullivan, Robinson, Amador, Choi, and Brossy De Dios
NOES:	None
ABSTAIN:	None
ABSENT:	None

ATTEST:

_____
Michael Huntley, Secretary

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

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

Draft City Council Ordinance and Proposed Zoning Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE SECTIONS 21.24.650 AND 21.24.655 REGARDING REGULATION OF SIGNS.

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

SECTION 1. Pursuant to Monterey Park Municipal Code ("MPMC") § 21.38.050, the City Council finds as follows:

A. The MPMC amendments ("Sign Regulations") set forth in attached Exhibit A, and incorporated by reference, are consistent with the goals, policies and objectives of the General Plan. The Sign Regulations will not affect a change in the permissible uses of property and will not substantively affect existing time, place or manner restrictions applicable to signs.

B. The Sign Regulations will not adversely affect surrounding properties. These Sign Regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

C. The Sign Regulations promote public health, safety, and general welfare and serve the goals and purposes of the MPMC's zoning regulations. As amended, the Sign Regulations will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the zoning regulations.

SECTION 2. The MPMC is amended as set forth in the Sign Regulations attached as Exhibit A. The City Clerk is authorized to codify the Sign Regulations as appropriate.

SECTION 3. *Environmental Review.* The City Council finds and determines that this ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 4. *Construction*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5. *Enforceability*. Repeal or amendment of any provision of the MPMC 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 6. *Technical Corrections.* The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney.

SECTION 7. *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 ordinance by this Ordinance will be rendered void and cause such previous MPMC regulation or other ordinance to remain in full force and effect for all purposes.

SECTION 8. *Severability.* 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 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 take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2017.

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

EXHIBIT A

21.24.650 Commercial Signs—R-S, C-S, N-S, S-C, C-P, O-P Zones.

See Chapter 21.10 for a description of the commercial zones. Signage in the commercial zones ~~shall~~ must comply with the standards set forth in Table 21.24(A).

Table 21.24(A) Sign Standards in Commercial Zones

SIGNAGE	ZONE	
	C-B	R-S, C-S, N-S, S-C, C-P, O-P
Primary Wall Sign		
Number	1	
Area	1 sq. ft. per lineal foot of building or business frontage	
Text and logo height	12-18 in.	
Materials	○ Internally illuminated channel letters with opaque metal sides and a matte translucent plexiglass face. See Figure 21.24(C) ○ Three-dimensional, individual internally illuminated and backlit (halo) metal letters, also known as reverse channel letters. See Figure 21.24(D) ○ Open-face channel, also known as exposed neon. See Figure 21.24(E) ○ Sculpted. See Figure 21.24(F) ○ Non-illuminated materials—wood, metal, tile	
	Prohibited	○ Foam
	○ Canister signs prohibited~~; subject to Section 21.24.730, Nonconforming Signs and Abatement~~.	○ Canister signs – face changes permitted. No structural alterations allowed.
	○ Electronic message board subject to a conditional use permit	Prohibited
Height		
<30,000 sq. ft.	○ First story signage 15 ft. above sidewalk elevation; freeway oriented signage (within 100 feet of the freeway right-of-way) 2nd story sign allowed, not to exceed roof line or parapet wall to which it is attached. ○ In no event can the height of any wall sign exceed the height of the building roof or building parapet wall to which it is attached. ○ Upper story signage prohibited	
>30,000 sq. ft.	○ First story signage 30 ft. above sidewalk elevation ○ Restaurants >10,000 sq. ft., retail establishments >8,000 sq. ft., and motion picture theaters with 4 or more screens permitted upper story signage. ○ In no event ~~shall~~ can the height of any wall sign exceed the height of the building roof or building parapet wall to which it is attached	

21.24.655 Residential Signs—All Residential Zones.

See Chapter 21.08 for a description of the residential zones. Signage in the residential zones must comply with the standards set forth in Table 21.24(B).

Table 21.24(B) Sign Standards in Residential Zones

SIGNAGE	ZONE	
Multi-Family Development or Assembly Hall		
Wall Sign		
Number	1	
Area	75% per lineal feet of building frontage	
Text and Logo Height	12-18 in.	
Height	○ First story signage cannot exceed 15 feet ○ In no event can the height of any wall sign exceed the building roof or parapet wall to which it is attached.	
Materials	○ Non-illuminated channel letters with opaque metal sides and a matte translucent plexiglass face. See Figure 21.24(C). ○ Internally illuminated channel letters when frontage faces a principal or minor arterial street only. ○ Three-dimensional, individual internally illuminated and backlit (halo) metal letters, also known as reverse channel letters. See Figure 21.24(D). Multi-family residential and assembly hall that face a principal or minor arterial street only. ○ Open-face channel, also known as exposed neon. See Figure 21.24(E). ○ Sculpted. See Figure 21.24(F) ○ Non-illuminated materials – wood, metal, tile ○ Prohibited materials: foam, canister signs, and electronic message boards.	
Monument Sign		
	R-1	**R-2, R-3**
Number and Area		
Street frontage <75 ft.	Prohibited	Prohibited
Street frontage 75-84 ft.	1 25 sq. ft. per side	1 30 sq. ft. per side
Street frontage 85-99 ft.	1 25 sq. ft. per side	1 35 sq. ft. per side
Street frontage >100 ft.	1 25 sq. ft. per side	1 40 sq. ft. per side
Height	5 ft.	7 ft.

Materials	○ Printed letters and graphics on anodized aluminum background and supports ○ Opaque channel letters and graphics on opaque background using plastic, smooth fiberglass, acrylic, prefinished aluminum or color plastic laminates ○ Internally illuminated channel letters and graphics on stucco, tile, brick, wood, stone or masonry background when frontage faces a principal or minor arterial street only. ○ Cast metal letters and graphics on wood, anodize aluminum, plastic laminate, prefinished metal, stucco, tile, brick, stone or masonry background ○ Engraved redwood letters and graphics on redwood frames and supports ○ Carved redwood form letters and graphics on stucco, tile stone, masonry or wood background ○ Internally illuminated molded fiberglass letters and graphics on aluminum housing when frontage faces a principal or minor arterial street only. ○ Etched and painted filled letters and graphics on polished stone ○ Non-blinking neon letters and graphics on redwood, stucco, masonry, polished stone, anodized aluminum plastic laminate, tile, brick ○ Any non-internally illuminated sign may be illuminated with a backlit system or a ground flush-mounted spotlight system
Landscape and Irrigation must be provided around the base of the monument sign	

21.04.797 (HH) Canister Sign. A sign with advertising copy within a rigid frame, whether illuminated or not.

ATTACHMENT 3

Planning Commission Staff Report, dated October 10, 2017

Planning Commission Staff Report

DATE: October 10, 2017

AGENDA ITEM NO: 4-A

TO: The Planning Commission

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

SUBJECT: Consider adopting a Resolution recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code governing signs in the residential zones and freeway oriented signs.

RECOMMENDATION:

It is recommended that the Planning Commission:

(1) Open the continued public hearing and, after considering the evidence presented during the public hearing, adopt a Resolution recommending that the City Council adopt a draft ordinance amending the Monterey Park Municipal Code regulating signs in the residential zones and freeway oriented signs; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 12, 2017, the Planning Commission reviewed proposed code amendments governing signage in the residential zones. The Planning Commission provided comments and continued the item to allow staff additional time to address the comments. At the meeting, the Planning Commission requested further information and clarifications for the freeway oriented and monument signs. Staff provided the requested information at the meeting of September 26, 2017. The Planning Commission was satisfied with the added information, which provided further clarity to the proposed code amendments, but requested that one minor modification be made to the proposed regulations. Specifically, the Planning Commission recommended that the maximum height for monument signs in the R-2 and R-3 Zones be increased from 5 feet to 7 feet for consistency with some of the existing monuments in the residential zones and commercial zones. The proposed code regulations have been modified to reflect the Planning Commission's comment.

Respectfully submitted,

Michael A. Huntley
Community and Economic
Development Director

Prepared by:

Samantha Tewasart
Senior Planner

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Proposed Zoning Code Amendments
Attachment 2: Distance Boundary Maps
Attachment 3: Resolution recommending adoption of the ordinance
Attachment 4: Draft City Council Ordinance
Attachment 5: Planning Commission Staff Report, dated September 12, 2017
Attachment 6: Planning Commission Minutes, dated September 12, 2017
Attachment 7: Planning Commission Staff Report, dated September 26, 2017

ATTACHMENT 4

Planning Commission Minutes, dated October 10, 2017

OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
OCTOBER 10, 2017

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, October 10, 2017 at 7:00 p.m.

CALL TO ORDER:

Chairperson Larry Sullivan called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:
Planner Tewasart called the roll:
Board Members Present: Larry Sullivan, Delario Robinson, Members, Theresa Amador, Ricky Choi, and Eric Brossy De Dios
Board Members Absent: None

ALSO PRESENT: David H. King, Deputy City Attorney, Michael A. Huntley, Director of Community and Economic Development, Harald Luna, Assistant Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR: None

[3.] PUBLIC HEARING:

3-A CONDITIONAL USE PERMIT (CUP-17-06) TO PERMIT ON-SALE (TYPE 41 BEER AND WINE) LICENSE FOR A BONA FIDE PUBLIC EATING PLACE – 306 NORTH GARFIELD AVENUE UNIT #A-12

Planner Luna provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Representative Michelle Zhang was present on behalf of Xin Zhen Zhang of Wang De Fu Inc. Dba: Xin Jiang BBQ.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing **approved** the requested conditional use permit for 306 North Garfield Avenue.

Motion: Moved, by Commissioner Choi and seconded by Commissioner Robinson, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and Brossy De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-B CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE GOVERNING SIGNS IN THE RESIDENTIAL ZONES AND FREEWAY ORIENTED SIGNS

Director Huntley provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing **recommended** that the City Council adopt an ordinance amending Monterey Park Municipal Code (MPMC) Chapters 21.04 and 21.24

Motion: Moved, by Commissioner Choi and seconded by Commissioner De Dios, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[4.] OLD BUSINESS: None.

[5.] NEW BUSINESS: None.

[6.] COMMISSION COMMUNICATIONS AND MATTERS:

Commissioner Robinson inquired affordable housing and inclusionary housing requirements. Director Huntley replied that the State of California through the Southern California Association of Governments provides a mandate called the Regional Housing Needs Assessment numbers. Based on their methodology they indicate, but no require, that cities provide a certain number of affordable units based on income levels. Cities are encouraged to provide affordable housing. Generally speaking, cities would have the ability, unfortunately, the State eliminated redevelopment, which eliminated 20 percent of the housing set aside funds and in addition the federal home funds continue to be lowered on an annual basis. There is not adequate funding currently coming to local government to produce affordable housing. The City has produced a number of affordable housing

projects over the years including LINC housing and the Telcu housing project across the street and a number of other ones too. Cities do provide and subsidize for affordable housing.

[7.] STAFF COMMUNICATIONS AND MATTERS: None

ADJOURNMENT:

There being no further business for consideration, the Planning Commission meeting was adjourned at 7:30 p.m.

Next regular scheduled meeting on October 24, 2017 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

ATTACHMENT 5

Planning Commission Staff Report, dated September 26, 2017

Planning Commission Staff Report

DATE: September 26, 2017

AGENDA ITEM NO: 4-A

TO: The Planning Commission

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

SUBJECT: Consider adopting a Resolution recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code governing signs in the residential zones and freeway oriented signs.

RECOMMENDATION:

It is recommended that the Planning Commission:

(1) Open the continued public hearing and, after considering the evidence presented during the public hearing, adopt a Resolution recommending that the City Council adopt a draft ordinance amending the Monterey Park Municipal Code regulating signs in the residential zones and freeway oriented signs; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 12, 2017, the Planning Commission reviewed proposed code amendments governing signage in the residential zones. The Planning Commission provided comments and continued the item to allow staff additional time to address the comments. At the meeting, the Planning Commission requested further information and clarifications for the freeway oriented and monument signs. Specifically, the Planning Commission requested that a distance map be provided to determine the appropriate boundary to allow freeway oriented signs. Additionally, the Planning Commission was favorable to allowing monument signs in the residential zones, but requested that the proposed development standards be further broken down to allow monument signs that will be proportional to specific lot frontages in specific residential zones.

Attached to this staff report are three distance boundary maps, which show the distances of buildings in 75 feet, 100 feet, and 150 feet increments from the Caltrans right-of-way. One of the maps shows all the properties that are adjacent to the Pomona 60 Freeway within the City's limits. A second map shows a closer view of the properties at the western portion of the City and a third map shows a closer view of the properties at the eastern portion of the City. Staff believes that the 100 feet distance adequately defines the boundary of where freeway oriented signs will be allowed.

With regards to the monument signs within the residential zones, the proposed regulations have been further defined to clarify the specific size of a monument sign that will be allowed relative to a specific lot frontage and residential zone. Staff believes that

the added information provides further clarity to the proposed code amendments and adequately addresses the comments provided by the Planning Commission.

Respectfully submitted,

Michael A. Huntley
Community and Economic
Development Director

Prepared by:

Samantha Tewasart
Senior Planner

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Proposed Zoning Code Amendments
Attachment 2: Resolution recommending adoption of the ordinance

ATTACHMENT 6

Planning Commission Staff Report, dated September 12, 2017

Planning Commission Staff Report

DATE: September 12, 2017

AGENDA ITEM NO: 3-B

TO: The Planning Commission

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

SUBJECT: Consider adopting a Resolution recommending that the City Council amend specific sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code governing signs in the residential zones and freeway oriented signs.

RECOMMENDATION:

It is recommended that the Planning Commission:

(1) Open the public hearing and, after considering the evidence presented during the public hearing, adopt a Resolution recommending that the City Council adopt a draft ordinance amending the Monterey Park Municipal Code regulating signs in the residential zones and freeway oriented signs; and

(2) Take such additional, related, action that may be desirable.

ENVIRONMENTAL:

The proposed ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

EXECUTIVE SUMMARY:

The proposed code amendment is in response to inquiries received from the public regarding signage in the residential zones, and freeway oriented wall signs in the commercial zones. In the day-to-day implementation of the MPMC, staff has received questions regarding signage for multi-family residential developments and assembly halls in the residential zones.

According to MPMC § 21.04.097, an assembly hall is a building used for large scale public or private gatherings of people, for example, private educational facilities; religious institutions; clubs; lodges; theaters; and similar kinds of facilities whether available for public or private uses. Currently, there are multi-family developments and

assembly halls that have wall signs or monument signs. The MPMC, however, does not currently allow for either type of signage. Additionally, questions have been received regarding greater flexibility for wall signs in the commercial zones that have freeway frontage.

In evaluating the residential and commercial districts and conducting surveys of surrounding cities, staff is proposing regulations for wall and freestanding signs for multi-family residential developments and assembly halls in the residential zones, and freeway-oriented wall signs.

ANALYSIS:

The proposed code amendments are summarized below.

Chapter 21.24 Sign Regulations

21.24.655 Residential Signs – In the residentially-zoned areas there are existing multi-family developments and assembly halls that have non-illuminated wall or monument signs. However, there are no regulations in the MPMC that allow for signage in the residential areas, with the exception of real estate, yard sale, and campaign signs.

Staff surveyed surrounding cities and most of the cities have regulations in place for wall and freestanding signs in residential zones. The average size is approximately 25 square feet and the average height is approximately 6 feet, as summarized in Table 1 below.

TABLE 1: SIGNAGE REGULATIONS IN RESIDENTIAL ZONES SURVEY

City	Use	Sign Type	Number	Size	Height	Illumination
Alhambra	Multi-Family Development	Freestanding	1 per street frontage	25 SF	5 FT	No
		Wall	1 per street frontage	20 SF	15 FT	No
	Assembly Use	Freestanding	1 per street frontage	25 SF	5 FT	No
		Wall	1 per street frontage	20 SF	15 FT	No
Arcadia	Multi-Family Development	Freestanding	1 per street frontage	6 SF	3 FT	No
	Assembly Use	Freestanding or Wall	1 per street frontage	48 SF	8 FT 12 FT	Yes CUP
Monrovia	Multi-Family Development	-	-	-	-	-
	Assembly	Wall	Front			Yes

	Use		building elevation			CUP
		Monument	1 per street frontage	50 SF	6 FT	Yes CUP
Rosemead	Multi-Family Development	-	-	15 SF	6 FT	Yes
	Assembly Use	Wall	1 per street frontage	Cannot exceed 25% of building frontage	-	Yes CUP
		Freestanding	1 per 100 FT street frontage			Yes CUP
San Gabriel	Multi-Family Development	Freestanding or Wall	1 per street frontage	-	6 FT	Yes
	Assembly Use	Wall	1 per street frontage	25 SF	-	Yes CUP
		Monument	1 per 75 FT per street frontage (R-1 Zone) 1 per street frontage of: 75-84 FT 85-99 FT 100 FT+ (R-2, R-3 Zone)	25 SF (R-1 Zone) 30 SF 40 SF 50 SF (R-2, R-3 Zone)	6 FT	Yes CUP
Temple City	Multi-Family Development					
	Assembly Use	Freestanding				No
West Covina	Multi-Family Development or Assembly Use	Monument	1 per street frontages	40 SF	6 FT	Yes

Based on the survey, staff proposes that properties located in the residentially-zoned areas constructed with a multi-family development or assembly hall and has a street frontage less than 200 feet be limited to one non-illuminated wall sign and properties

located in the residentially-zoned areas constructed with a multi-family development or assembly hall and has a street frontage greater than 200 feet be limited to one 25 square feet or less, non-illuminated monument sign, unless the property has frontage on a principal arterial or minor arterial street, then the monument sign can be illuminated or non-illuminated. The monument sign will also be required to provide landscaping and irrigation around the base of the sign as well clearance from the clear-sight triangle area as specified in MPMC § 21.24.140.

Additionally, the proposed criteria are consistent with the type of signage that have been permitted and installed on existing multi-family developments and assembly halls. Furthermore, it is reasonable for the signage criteria to be more restrictive in residentially-zoned areas as compared to the commercially-zoned areas.

21.24.655 Freeway-Oriented Signs – There are commercially-zoned properties that have frontages to freeways; specifically there are properties located on Hellman Avenue that fronts the Interstate 10 Freeway and properties located on Pomona Boulevard that fronts the State Route 60 Freeway. Staff surveyed the properties located along Hellman Avenue and Pomona Boulevard. The properties located on Hellman Avenue are almost all residentially zoned and constructed with residential units, except for the properties located at the intersections at North Atlantic Boulevard, North Garfield Avenue, and North New Avenue.

A large portion of the properties located along Pomona Boulevard are commercially-zoned and constructed with commercial developments. These lots range in lot widths from 30 feet to 80 feet and lot depths of approximately 110 feet. The city's existing signage regulations allow for wall signs that are limited to 15 feet in height and monument signs that do not provide for freeway visibility. In staff's evaluation of the properties located along Pomona Boulevard, taller freestanding signs would be disproportionate and out of scale with the existing lot sizes and widths. Therefore, staff proposes to add regulations that will allow wall signs facing a freeway to exceed 15 feet height and not to exceed the roof lines.

Respectfully submitted,

Michael A. Huntley
Community and Economic
Development Director

Prepared by:

Samantha Tewasart
Senior Planner

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Proposed Zoning Code Amendments
Attachment 2: Resolution recommending adoption of the ordinance

ATTACHMENT 7

Planning Commission Minutes, dated September 12, 2017

OFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
SEPTEMBER 12, 2017

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, September 12, 2017 at 7:00 p.m.

CALL TO ORDER:

Chairperson Larry Sullivan called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:
Planner Tewasart called the roll:
Board Members Present: Larry Sullivan, Delario Robinson, Members, Theresa Amador, and Eric Brossy De Dios
Board Members Absent: Ricky Choi

ALSO PRESENT: Karl H. Berger, Assistant City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR: None

[3.] PUBLIC HEARING:

3-A TENTATIVE MAP NO. 75007 (TM-17-03) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH AND MAINTAIN A 6-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT IN THE R-3 (HIGH DENSITY RESIDENTIAL) ZONE – 320-322 SOUTH MOORE AVENUE

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Architect Michael Sun of JWDA provided a brief presentation of the project.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing approved the requested tentative map for 320-322 South Moore Avenue.

Motion: Moved, by Commissioner Amador and seconded by Commissioner Robinson, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and Brossy De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	Choi
Abstain:	Commissioners:	None

3-B CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE GOVERNING SIGNS IN THE RESIDENTIAL ZONES AND FREEWAY ORIENTED SIGNS

Planner Tewasart provided a brief summary of the staff report.

Commissioner Brossy De Dios inquired about freeway frontage on Pomona and Hellman. Director Huntley replied that there is a sound wall on Hellman, but not on Pomona. This was an issue that came up while processing the South Garfield Village Specific Plan. There was some concern raised by some of the businesses there as well as a couple of the Planning Commissioners.

Commissioner Amador inquired if there are any businesses located along Hellman Avenue. It appears to be mostly residential. It is distinctly different from the Pomona side.

Commissioner Brossy De Dios inquired if all the commercial zones are immediately adjacent to a freeway. The way the code reads is that any facade facing the freeway in any of the commercial zones regardless of however faraway they are from the freeway could utilize these provisions of this code, since the code does not specify along Pomona or Hellman.

Commissioner Amador inquired if the code was to address only two specific areas.

Attorney Berger stated that it is difficult to identify specific streets or areas unless those areas are being zoned with a specific zone. This is the reason for the broader regulation as a practical matter but frequently the regulations only apply to one place.

Commissioner Brossy De Dios stated that he is mainly concerned about unintended consequences, he not opposed to the amendment. Director Huntley replied that the intent was to allow for freeway visibility for some commercial buildings. What some cities have done is allow a distance requirement from a freeway right-of-way. Commissioner De Dios inquired if that would include sides of a building.

Commissioner Amador expressed concerns about monument signs in the residential areas. Director Huntley stated that at one time the city may have had provisions in place that did allow for signs on institutional uses, private schools or churches. Most of the churches in the city have some type of sign identification. Somewhere in time those provisions came

out of the code. The proposed code amendment is to provide some ability for institutional uses to allow for these.

Commissioner Amador expressed concerns about signage in the R-1 zone. Commissioner Amador inquired whether 15 feet was adequate for freeway visibility. Director Huntley stated that the proposed amendment would allow for wall signs to exceed 15 feet in height not to exceed the roofline, which will allow for greater visibility.

Chairperson Sullivan opened the public hearing.

Speaker Camilla Lim on behalf of St Thomas Aquinas Church, stated that the propose sign area for a monument sign is not enough for a public service use that has a need for seasonal messages. Although the church is located in a residential zone many public services are offered by the church and school. She asked that the Commission consider their lot not as residential, but almost commercial with multiple uses.

Chairperson Sullivan closed the public hearing.

Commissioner Brossy De Dios recommended amending the monument sign provisions in the residential zones to more closely resemble that of the City of San Gabriel and limit the size of a monument sign based on the different residential zones and the size of the lot.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing continued the proposed code amendment to the meeting of September 26, 2017.

Motion: Moved, by Commissioner Sullivan and seconded by Commissioner De Dios, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	Choi
Abstain:	Commissioners:	None

[4.] OLD BUSINESS: None.

[5.] NEW BUSINESS: None.

[6.] COMMISSION COMMUNICATIONS AND MATTERS: None.

[7.] STAFF COMMUNICATIONS AND MATTERS: None

ADJOURNMENT:

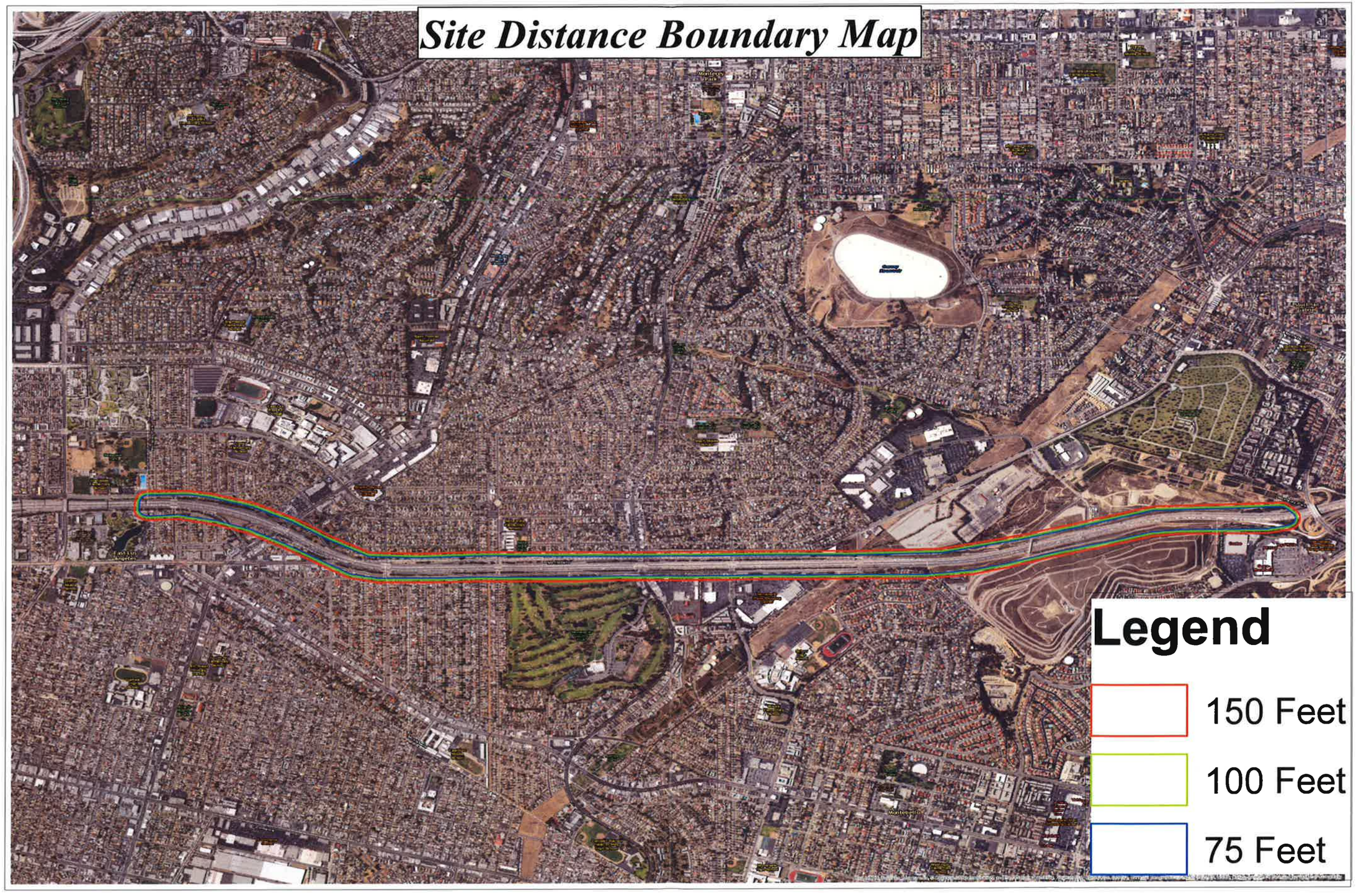
There being no further business for consideration, the Planning Commission meeting was adjourned at 8:30 p.m.

Next regular scheduled meeting on September 26, 2017 at 7:00 p.m. in the Council Chambers.

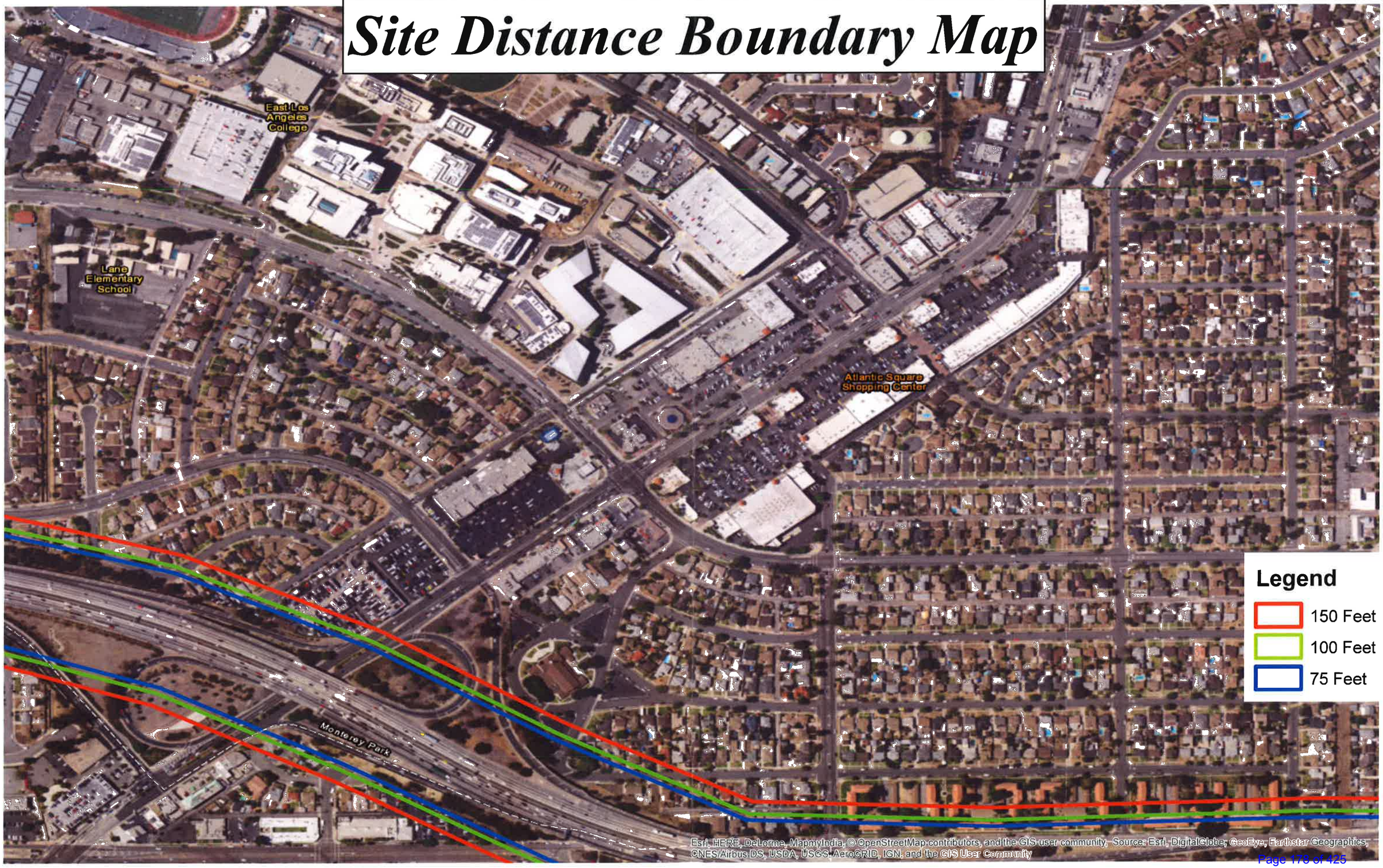
Michael A. Huntley
Director of Community and Economic Development

ATTACHMENT 8
Distance Boundary Maps

Site Distance Boundary Map



Site Distance Boundary Map



Site Distance Boundary Map

ATTACHMENT 9
Signage Renderings

AltaMed
TENANT
TENANT
TENANT
TENANT

TENANT

TENANT
TENANT
TENANT
Style Bar

TENANT
TENANT
TENANT
TENANT

MP OFFICE TOWER
215
TENANT
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215
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MP OFFICE TOWER
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VETERINARY HEALTHCARE CENTER

Now Enrolling TK – 8th
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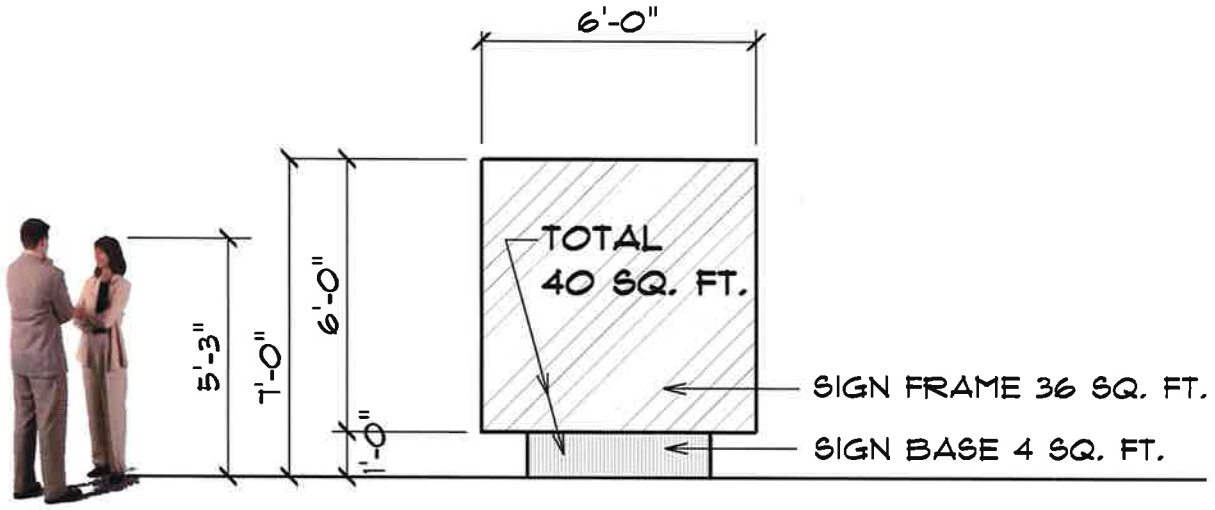


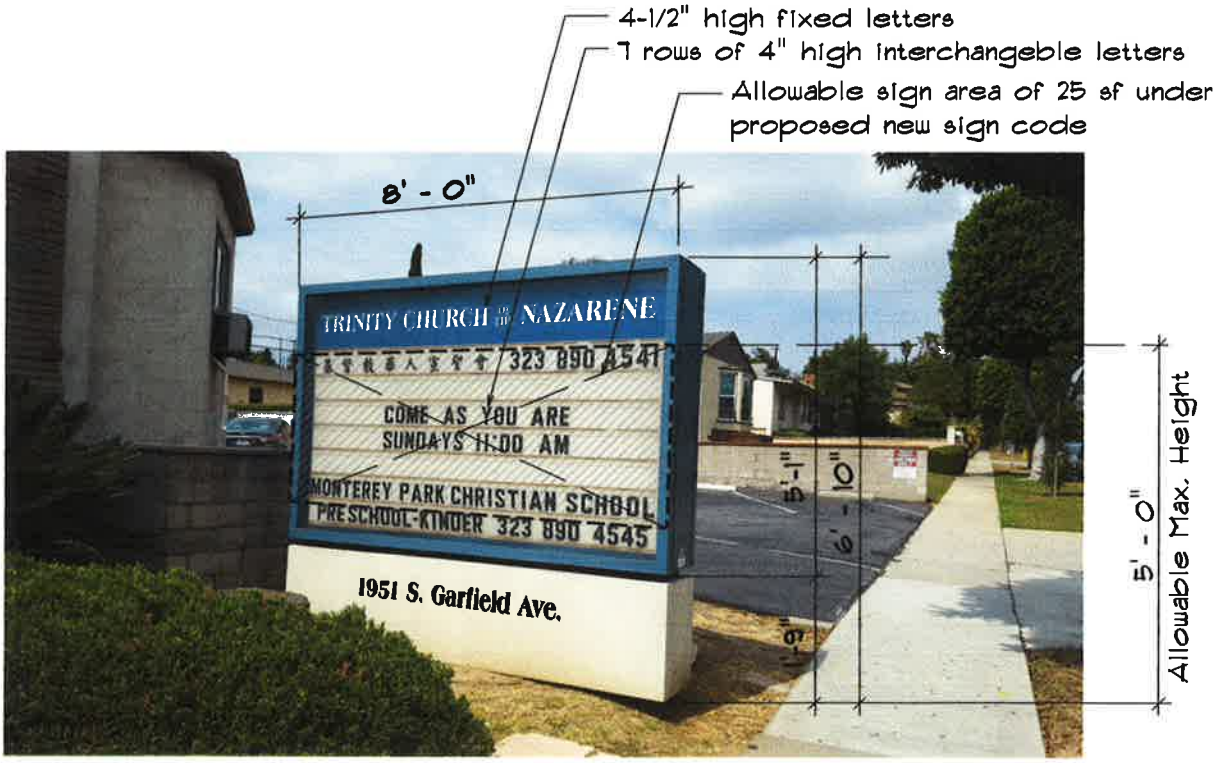
PROPOSED MONUMENT SIGN IN RESIDENTIAL ZONE

SCALE: 1/4" = 1'-0"

Does the proposed sign code answer to the needs of churches and schools located in residential zone?

1

Trinity Church & Monterey Park Christian School
1951 Garfield Avenue South, Monterey Park, CA



Existing Sign Area = 40.6 sf (1.6 times Proposed Sign Code)
Proposed Sign Code Area = 25 sf (61% of Existing Sign Area)
Allowable Sign Area under new sign code = 8' x 3'-1.5" = 25 sf

-Does the proposed sign code answer to the needs of churches and schools located in residential zone?

2

St Paul's Lutheran Church and Meher Montessori School
2009 Garfield Avenue South, Monterey Park, CA

Existing Sign Area = 58.35 sf (2.3 times Proposed Sign Code)
Proposed Sign Code Area = 25 sf (43% of Existing Sign Area)
Allowable Sign Area under new sign code = 7' x 3'-7" = 25 sf

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-D.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Second Reading and Adoption: An Ordinance to Consolidate General Municipal Elections with a Statewide General Elections in Even Years Beginning March 3, 2020

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waive reading and adopt an ordinance to change the election dates to November even years beginning March 3, 2020; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On December 6, 2017, the City Council unanimously introduced and waived the first reading of an ordinance adding Section 2.04.050 of the Monterey Park Municipal Code ("MPMC"). The staff report from that meeting is attached for reference.

The ordinance will become effective 30 days following second reading and adoption.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Draft Ordinance
2. City Council Meeting Staff Report of December 6, 2017

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 1885 AND ADDING SECTION 2.04.050 TO THE MONTEREY PARK MUNICIPAL CODE AFFECTING THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

A. On November 28, 1994, the City Council adopted Ordinance No. 1885 which established the schedule for general municipal elections.

B. In accordance with Ordinance No. 1885, the City's general municipal elections are held on the first Tuesday after the first Monday in March of odd-numbered years.

C. Election Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

D. The City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in March of even-numbered years.

E. In order to accomplish the change in election date, the term of incumbent City Council Members who would otherwise be up for election in March 2019 must be lengthened from March 2019 to March 2020 when the Council Members elected in March 2019 take office.

SECTION 2: ***Change to Election Date***. Ordinance No. 1885 is repealed. In accordance with Elections Code §§ 1301 and 10403.5, a new § 2.04.050 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March 2017, the general municipal election will be held on the first Tuesday after the first Monday in March of even-numbered years. The first general municipal election after March 2017 general municipal election will be held on the first Tuesday after the first Monday in March 2020."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those members of the City Council presently serving whose terms would previously have

expired in March 2019 will instead vacate in their office upon certification of the results and administration of oaths of office after the March 2020 General Municipal Election. The terms of office of those members of the City Council elected in March 2017 whose terms would previously have expired in March 2021, will instead, vacate their office upon certification of the results and administration of oaths of office after the March 2022 General Municipal Election.

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's March City Council election with the statewide general election conducted by the County in March of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in March***. If this Ordinance becomes effective, the first City Council election to be held in March will be March 2020.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance 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 9: ***Severability***. 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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date***. This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Publication.*** The City Clerk must certify as to the adoption of this

ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2017.

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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

_____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

City Council Staff Report of December 6, 2017

City Council Staff Report

DATE: December 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: CONSIDERATION OF WHETHER TO CONSOLIDATE GENERAL MUNICIPAL ELECTIONS WITH A STATEWIDE GENERAL ELECTIONS IN EVEN YEARS

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution ratifying its October 19, 2016 decision to postpone a decision to consolidate future elections with the statewide elections; AND
2. Introduce and waive first reading of an ordinance to change the election dates to November even years beginning March 3, 2020 or March 8, 2022 and repealing Ordinance No. 1885, and schedule second reading and adoption for December 20, 2017; OR
3. Provide other direction as to consideration of the California Voter Participation Rights Act (California State Senate bill 415) and consolidation with a statewide general election date; and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In October 2016, the City Council opted to postpone any decision regarding consolidating the City's general municipal elections with statewide elections until sometime before 2021. This decision allowed the City to continue conducting its elections in odd-numbered years pursuant to Ordinance No. 1885 (adopted December 12, 1994). Since then, the Los Angeles County Elections Division requested that the City Council memorialize its decision in a written resolution rather than simply rely upon the minute order from that date. By adopting the resolution, the City will have more time to further discuss and decide on an action.

Separately, on September 27, 2017 the Governor signed SB 568 which becomes effective in 2019. In brief, SB 568 only changes the date of the statewide direct primary and the presidential primary.

Starting in 2019, those will both be on the first Tuesday after the first Monday in March in either an even-numbered year or a year divisible by four.

SB 568 potentially affects the City Council's decision regarding consolidating the City's general municipal election. Specifically, Monterey Park's general election is held the first Tuesday after the first Monday in March of *odd*-numbered years. Changing the election date to the first Tuesday in March of *even*-numbered years (per SB 568) may extend the term for certain city councilmembers in accordance with applicable law (as explained in 2016).

Additionally, the conventional wisdom is that SB 568's enactment – and the resulting change in election dates by many municipalities – may cause the vendor traditionally providing election services to cease operations. There simply will be insufficient business from public entities for it to continue. Should that occur, Monterey Park would likely pay significantly more for holding municipal elections in odd-numbered years.

BACKGROUND:

A copy of the staff report from October 2016 is attached for reference. It provides an overview of the California Voter Participation Rights Act (SB 415) and its effect on the City of Monterey Park. In short, SB 415 mandates that cities holding elections during odd-numbered years with historically low voter turnout to consolidate with countywide elections in even numbered years. Cities can continue – up to 2022 – to hold elections in odd-numbered years if they adopt a plan before January 1, 2018 to implement consolidation. The City Council's plan was to implement changes before 2021. A resolution confirming that decision from October 2016 is attached for City Council consideration. This resolution should be adopted regardless of whether the Council opts to introduce the draft ordinance: the Board of Supervisor meeting occurs on December 19, 2017 – a day before the second reading of the ordinance (if it were introduced).

One of the reasons for the City Council's decision in 2016 was that changing the City's general municipal election to November of even years would reduce the terms for certain councilmembers by four months. Enactment of SB 568, however, would allow the City to consolidate with statewide elections in *March* of even numbered years. This would *extend* the term of certain councilmembers by one year pursuant to Elections Code § 10403.5(b).

Moving the election date to March 2020 will increase the term of office by 12 months for terms of offices beginning March 2015 and 2017. Moving the election date to March 2022 will increase the term of office by 12 months for terms of offices beginning March 2017 and March 2019.

Since 2015, SB 415 caused many cities to consolidate with county elections. As a result, the future viability of the City's vendor for election materials and implementation may be uncertain. That vendor provides elections consultant work, and all election materials and services including the certified ballot counter.

The company recently downsized and its level of services may be inadequate in the future. Moreover, cities will also see a substantial increase in costs for the similar type of services. Should the City's vendor cease operations, it may be difficult for the City to scramble to either consolidate with the County or trying to find a substitute vendor. The County is not legally obligated to accept the City's request for consolidation and the City would then be challenged in trying to operate an election using its own resources.

As of October 2017, 52 of the 88 cities in Los Angeles County either already consolidated with statewide elections or have plans to do so.

The City Council could opt to implement consolidation now. Attached is an ordinance – that is substantially the same as from October 2016 – that would implement election consolidation. A year for when this would be implemented is left blank for City Council direction.

FISCAL IMPACT:

Historically, the City Clerk's office expends approximately $140,000 to conduct the municipal election every other odd-numbered year in March. With the fiscal implications associated with new legislation, the cost is unknown at this time. The County of Los Angeles will bill the City for the costs associated with conducting the City's election. There are many unknown factors, such as the cost of new voting equipment, staffing, elections materials that play into the costs. City staff will utilize $140,000 as a baseline for future election budgeting.

When the Council takes action to adopt an ordinance changing the election date, an additional $12,000 will be required to satisfy the noticing requirement.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Draft Resolution for deferring actions
2. Draft Ordinance for implementing election consolidations
3. Monterey Park Ordinance No. 1885
4. October 19, 2016 City Council Meeting Staff Report
5. October 19, 2016 City Council Meeting Minutes
6. Los Angeles County SB 415 Activity Report

ATTACHMENT 1
Draft Resolution for deferring actions

RESOLUTION NO. ____

A RESOLUTION RATIFYING THE CITY COUNCIL'S 2016 DECISION TO MAINTAIN MUNICIPAL ELECTIONS IN ODD-NUMBERED YEARS IN ACCORDANCE WITH ORDINANCE NO. 1885.

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

SECTION 1: The City Council finds as follows:

A. On November 28, 1994, the City Council adopted Ordinance No. 1885 which established the schedule for general municipal elections.

B. In accordance with Ordinance No. 1885, the City's general municipal elections are held on the first Tuesday after the first Monday in March of odd-numbered years.

C. On October 19, 2016 the City Council considered its options under the California Voter Participation Rights Act (SB 415) and adopted a plan to continue implementing Ordinance No. 1885 until 2021.

SECTION 2: *Reaffirmation*. This Resolution reaffirms the City Council's plan from October 19, 2016 to hold elections on the first Tuesday after the first Monday in March of each odd-numbered year pursuant to Ordinance No. 1885. This will continue until the City moves its election date before 2021 in accordance with applicable law.

SECTION 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

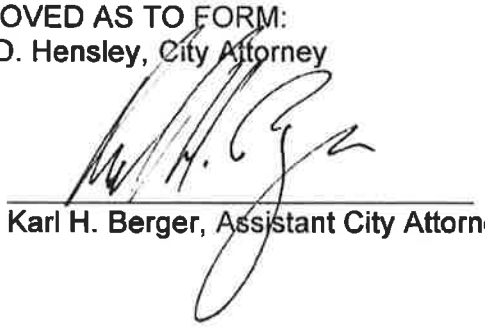
PASSED AND ADOPTED this ___ day of December, 2017.

Teresa Real Sebastian,
Mayor

ATTEST:

Vincent D. Chang,
City Clerk

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

By: 
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2

Draft Ordinance for implementing election consolidations

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 1885 AND ADDING SECTION 2.04.050 TO THE MONTEREY PARK MUNICIPAL CODE AFFECTING THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

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B. In accordance with Ordinance No. 1885, the City's general municipal elections are held on the first Tuesday after the first Monday in March of odd-numbered years.

C. Election Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

D. The City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in March of even-numbered years.

E. In order to accomplish the change in election date, the term of incumbent City Council Members who would otherwise be up for election in March ___ must be lengthened from March ___ to March _____ when the Council Members elected in March _____ take office.

SECTION 2: ***Change to Election Date***. Ordinance No. 1885 is repealed. In accordance with Elections Code §§ 1301 and 10403.5, a new § 2.04.050 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March ____, the general municipal election will be held on the first Tuesday after the first Monday in March of even-numbered years. The first general municipal election after March ____ general municipal election will be held on the first Tuesday after the first Monday in March ____."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those

members of the City Council presently serving whose terms would previously have expired in March ____ will instead vacate in their office upon certification of the results and administration of oaths of office after the March _____ General Municipal Election. The terms of office of those members of the City Council elected in March ____ whose terms would previously have expired in March _____, will instead, vacate their office upon certification of the results and administration of oaths of office after the March ____ General Municipal Election.

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's March City Council election with the statewide general election conducted by the County in March of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in March***. If this Ordinance becomes effective, the first City Council election to be held in March will be March _____.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance 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 9: ***Severability***. 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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date***. This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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

_____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 3
Monterey Park Ordinance No. 1885

ORDINANCE NO. 1885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK CHANGING THE DATE OF THE GENERAL MUNICIPAL ELECTION

WHEREAS, the California presidential primary and statewide direct primary elections have been changed in 1996 to the fourth Tuesday in March by Assembly Bill No. 2196 (Statutes 1993, Chapter 828); and

WHEREAS, the General Municipal Election would therefore be held only two weeks after these elections, which would lead to extra costs to the City in conducting such election and possible voter confusion; and

WHEREAS, Elections Code Section 2601 was also amended by Assembly Bill No. 2196 to provide the City Council the authority to establish an alternative election date for the General Municipal Election so as to avoid such expense and confusion;

NOW, THEREFORE, the City Council of the City of Monterey Park, California, ordains as follows:

SECTION 1. The date of the General Municipal Election in the City of Monterey Park is hereby moved from the second Tuesday in April of even-numbered years to the first Tuesday after the first Monday in March in odd-numbered years.

SECTION 2. In accord with the provisions of Elections Code Section 2601 limiting the permissible length of change in terms of office resulting from a change of date of the General Municipal Election, the first General Municipal Election to which this ordinance applies, previously scheduled for April 9, 1996, shall be held on March 4, 1997, and the terms of two Councilmembers, City Clerk and City Treasurer, otherwise scheduled to terminate in April 1996, shall be extended until their successors are elected and qualified in 1997.

SECTION 3. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk shall cause it to be published in a newspaper of general circulation in the City of Monterey Park hereby designated for that purpose.

INTRODUCED THIS 28th day of November, 1994.

PASSED, APPROVED AND ADOPTED THIS 12th day of December, 1994.

Judy Chu

Judy Chu, Ph.D.
Mayor

ATTEST:

David M. Sanna

City Clerk of the City of
Monterey Park, California

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, DAVID M. BARRON, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 1885 was introduced, and placed upon its first reading at a meeting of the City Council of the City of Monterey Park, held on the 28th day of November, 1994. That thereafter on the 12th day of December, 1994, said Ordinance was duly passed, approved and adopted by the following vote:

AYES:	COUNCIL MEMBERS:	ALONSO, PURVIS, VALENZUELA, CHU
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	BALDERRAMA
ABSTAIN:	COUNCIL MEMBERS:	NONE

Dated this 12th day of December, 1994.

David M. Barron
City Clerk

ATTACHMENT 4

October 19, 2016 City Council Meeting Staff Report

City Council Staff Report

DATE: October 19, 2016

AGENDA ITEM NO: New Business
Agenda Item 6-J.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: CONSIDERATION OF THE CALIFORNIA VOTER PARTICIPATION RIGHTS ACT (CALIFORNIA STATE SENATE BILL 415) AND CONSOLIDATION WITH A STATEWIDE GENERAL ELECTION DATE

RECOMMENDATION:

It is recommended that the City Council consider:

1. Provide direction to staff concerning the option desired for a statewide consolidation date, Option A or B:

   Option A - introduce and waive first reading of an ordinance to change the election dates to November even years beginning November 6, 2018 or November 3, 2020 and repealing Ordinance No. 1885, and schedule second reading and adoption for November 2, 2016;

   OR

   Option B – take action to reaffirm the election date in Ordinance No. 1885 and plan to reconsider the matter not later than 2021; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The California Voter Participation Rights Act (SB 415) was passed on September 1, 2015. This new legislation prohibits a local government from holding an election on any date other than a statewide election date if holding the election on a date nonconcurrent with the statewide election has previously resulted in a "significant decrease in voter turnout." A "significant decrease in voter turnout" is defined as voter turnout for a regularly scheduled election that is at least twenty-five percent (25%) less than the average voter turnout within that city for the previous four (4) statewide general elections. SB 415 requires cities with insufficient voter turn out to either change their election dates to June or November of even year, or, prior to January 1, 2018, adopt a plan to consolidate future election with a statewide election not later than the November 8, 2022, statewide general election.

BACKGROUND:

SB 415 adds a new chapter to the California Elections Code (Section 14050 -14057) that attempts to remedy declining voter turnout in municipal elections. Under SB 415, general law cities must hold municipal elections on a statewide election date if holding the municipal election on a date other than the statewide election previously resulted in a voter turnout that was at least 25% less than the average voter turnout of the previous four statewide elections. Such cities are required to consolidate their elections with the statewide elections in June or November of even years.

Accordingly, to determine if Monterey Park is required to consolidate with a statewide general election date, it is necessary to review the recent election voter turnout data.

Statewide General Election Data - Monterey Park			
Election Date	Registered Voters	Ballots Cast	Voter Turnout (percentage)
Nov. 2008	25,660	18,748	73.06%
Nov. 2010	26,785	12,753	47.61%
Nov. 2012	26,796	16,865	62.94%
Nov. 2014	27,565	7,328	26.58%
State subtotal of Four Years *(Ballots/Registered=Voter Turnout)*			210.19%
State Four Year Average *(210.19/4)*			52.55%
State Four Year Average Less 25% *(52.55x.25=13.14-52.55=39.41)*			**39.41%**
General Municipal Election Data - Monterey Park			
March 2015	27,474	5,356	**19.49%**

As the above data illustrates, the voter turnout for the City's most recent municipal election was 19.49%. This is lower than the minimum threshold of 39.41%. Since the City experienced a "significant decrease in voter turnout," Monterey Park must begin conducting its general municipal elections on statewide general election dates as soon as 2018. SB 415 requires the local jurisdiction to either consolidate its election with a statewide election, or by January 1, 2018 adopt a plan to consolidate its election with the statewide election not later than the November 8, 2022 statewide general election.

In order to accommodate the statewide election dates, cities are required to increase or decrease terms of office depending on their existing election schedule. Elections Code Section 10403.5(b) limits increases or decreases to terms of office to no more than twelve months. Since the City of Monterey Park (the "City") holds its regular elections in March of odd years, any term increase to June or November of the following even year exceeds the 12 month cap established by Elections Code Section 10403.5(b).

For the City Council's consideration, following are two potential options for compliance with the provisions of SB 415:

Reducing of the upcoming Council member terms of office by 4 months (March of an odd year, to the prior November of an even year).

Option A is reflected in the draft ordinance that changes the City's general municipal election to November of even years with consolidation to begin November 6, 2018 or November 3, 2020. Consolidation for the November 2018 election will affect the terms of office that began March 2015 and 2017; consolidation for the November 2020 will affect the terms of office beginning March 2017 and 2019. Option A requires adoption of an ordinance, requesting the County Board of Supervisors for approval for future consolidation, and compliance with the noticing requirement.

Option B is simply a decision to postpone taking any immediate action. Instead, the Council would plan on reexamining the issue until not later than 2021. At that time, the City Council could consider any changes to California law (which are anticipated in the next five years) and take appropriate action (if any). Option B would simply be a minute action that can be forwarded to the County Board of Supervisors with an accompanying cover letter (which would include Ordinance No. 1885).

Another possible option to consider is increasing the terms in a two-step process by changing the election dates from March of odd years to November of odd years and again, changing the election dates from November of odd years to November of even years. This action may cause voter confusion due to the changes of election dates in such a small window of time.

Actions to change the election date require the City to adopt an ordinance changing its current election date. Elections Code Section 1301(b)(1) provides for the City Council to enact an Ordinance requiring its general municipal election to be held on the same day as the statewide general election. The ordinance would become operative upon approval by the County Board of Supervisors. Due to the constraints of the County's current voting system, if the City Council desires to consolidate early, time is of the essence in submitting a request for consolidation to the County. The County needs to perform an analysis of the City to determine if consolidation is possible prior to 2020. City staff has reached out to the County and requested for a preliminary analysis and the County had expressed support for the City to consolidate its future elections with the County general elections beginning November 2018. The final decision, however, is dependent on the approval from the Board of Supervisors. Upon approval of the Board of Supervisors, the City is required to notify all registered voters of the City regarding the change of election date and the terms it affect. An additional funding of $12,000 per notification is required to complete this task.

Per the County Elections Division, no city, on a nonconcurrent calendar, currently meets the 25% requirement and all will be required to shift to statewide consolidation. The County of Los Angeles is set to unveil a new voting system in 2020 and has expressed concern that cities transitioning to statewide elections prior to 2020 would exceed the capacity of its current optical scan voting system. There is speculation as to whether or

not the Los Angeles County has the capacity to handle all elections in June and November of even years by November 8, 2022. There are talks that some cities are considering circulating a petition seeking an alternate solution to increase voter participation and to allow the continuance of stand-alone elections. Some cities have already taken actions to move their election date to June or November of even years. Some cities are taking some actions by adopting a plan to consolidate future elections with the statewide elections no later than November 8, 2022. Still, some cities are deferring taking action while waiting to see if there will be a legislative solution, mindful of the January 1, 2018 deadline.

FISCAL IMPACT:

Traditionally, the City Clerk's office expends approximately $140,000 to conduct the municipal election every other odd-numbered year in March. With the fiscal implications associated with new legislation, the cost is unknown at this time. The County of Los Angeles will bill the City for the costs associated with conducting the City's election. There are many unknown factors, such as the cost of new voting equipment, staffing, elections materials that play into the costs. City staff will utilize $140,000 as a baseline for future election budgeting.

When the Council takes action to adopt an ordinance changing the election date, an additional $12,000 will be required to satisfy the noticing requirement.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. SB 415 (Voter Participation Rights Act)
2. Proposed Ordinance for changing the election date
3. County's Preliminary Analysis for Consolidation

ATTACHMENT 1
SB 415 (Voter Participation Rights Act)

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 415

CHAPTER 235

An act to add Chapter 1.7 (commencing with Section 14050) to Division 14 of the Elections Code, relating to elections.

[Approved by Governor September 1, 2015. Filed with Secretary of State September 1, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

SB 415, Hueso. Voter participation.

Existing law generally requires all state, county, municipal, district, and school district elections be held on an established election date. Existing law also establishes certain dates for statewide elections. Existing law requires any state, county, municipal, district, and school district election held on a statewide election date to be consolidated with a statewide election, except as provided.

This bill, commencing January 1, 2018, would prohibit a political subdivision, as defined, from holding an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in voter turnout for a regularly scheduled election in that political subdivision being at least 25% less than the average voter turnout within the political subdivision for the previous 4 statewide general elections, except as specified.

This bill would require a court to implement appropriate remedies upon a violation of this prohibition. The bill would authorize a voter who resides in a political subdivision where a violation is alleged to file an action in superior court to enforce this prohibition, and it would allow a prevailing plaintiff other than the state or political subdivision to collect a reasonable attorney's fee and litigation expenses, as provided.

The people of the State of California do enact as follows:

SECTION 1. Chapter 1.7 (commencing with Section 14050) is added to Division 14 of the Elections Code, to read:

CHAPTER 1.7. VOTER PARTICIPATION

14050. This chapter shall be known and may be cited as the California Voter Participation Rights Act.

14051. As used in this chapter:

(a) "Political subdivision" means a geographic area of representation created for the provision of government services, including, but not limited

to, a city, a school district, a community college district, or other district organized pursuant to state law.

(b) "Significant decrease in voter turnout" means the voter turnout for a regularly scheduled election in a political subdivision is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections.

(c) "Voter turnout" means the percentage of voters who are eligible to cast ballots within a given political subdivision who voted.

14052. (a) Except as provided in subdivision (b), a political subdivision shall not hold an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in a significant decrease in voter turnout.

(b) A political subdivision may hold an election other than on a statewide election date if, by January 1, 2018, the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election.

14053. Upon a finding of a violation of subdivision (a) of Section 14052, the court shall implement appropriate remedies, including the imposition of concurrent election dates for future elections and the upgrade of voting equipment or systems to do so. In imposing remedies pursuant to this section, a court may also require a county board of supervisors to approve consolidation pursuant to Section 10402.5.

14054. In an action to enforce subdivision (a) of Section 14052, the court shall allow the prevailing plaintiff other than the state or political subdivision of the state, a reasonable attorney's fee consistent with the standards established in Serrano v. Priest (1977) 20 Cal.3d 25, 48-49, and litigation expenses including, but not limited to, expert witness fees and expenses as part of the costs. A prevailing defendant shall not recover any costs, unless the court finds the action to be frivolous, unreasonable, or without foundation.

14055. A voter who resides in a political subdivision where a violation of subdivision (a) of Section 14052 is alleged may file an action pursuant to that section in the superior court of the county in which the political subdivision is located.

14056. This chapter does not apply to special elections.

14057. This chapter shall become operative on January 1, 2018.

O

ATTACHMENT 2

Proposed Ordinance for changing the election date

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 1885 AND ADDING SECTION 2.04.050 TO THE MONTEREY PARK MUNICIPAL CODE AFFECTING THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

A. On November 28, 1994, the City Council adopted Ordinance No. 1885 which established the schedule for general municipal elections.

B. In accordance with Ordinance No. 1885, the City's general municipal elections are held on the first Tuesday after the first Monday in March of odd-numbered years.

C. Election Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

D. The City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in November of even-numbered years.

E. A preliminary analysis was conducted by the Los Angeles County Registrar-Recorder/County Clerk's Election Division and found that the County of Los Angeles can accommodate the consolidation of the City's election with the statewide general election conducted by the County of Los Angeles.

F. In order to accomplish the change in election date, the term of incumbent City Council Members who would otherwise be up for election in March 2019 must be shortened from March 2019 to December 2018 when the Council Members elected in November 2018 take office.

SECTION 2: ***Change to Election Date***. Ordinance No. 1885 is repealed. In accordance with Elections Code §§ 1301 and 10403.5, a new § 2.04.050 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March 2017, the general municipal election will be held on the first Tuesday after the first Monday in November

of even-numbered years. The first general municipal election after March 2017 general municipal election will be held on the first Tuesday after the first Monday in November 2018."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those members of the City Council presently serving whose terms would previously have expired in March 2019 will instead vacate in their office upon certification of the results and administration of oaths of office after the November 2018 General Municipal Election. The terms of office of those members of the City Council elected in March 2017 whose terms would previously have expired in March 2021, will instead, vacate their office upon certification of the results and administration of oaths of office after the November 2020 General Municipal Election.

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's November City Council election with the statewide general election conducted by the County in November of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in November***. If this Ordinance becomes effective, the first City Council election to be held in November will be November 2018.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance 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 9: ***Severability***. 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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the

MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date.*** This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

_____
Mitchell Ing, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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 _____, 2016, by the following vote, to wit:

AYES;
NOES;
ABSENT:

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

_____
Karl H. Berger, Assistant City Attorney

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 1885 AND ADDING SECTION 2.04.050 TO THE MONTEREY PARK MUNICIPAL CODE AFFECTING THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

A. On November 28, 1994, the City Council adopted Ordinance No. 1885 which established the schedule for general municipal elections.

B. In accordance with Ordinance No. 1885, the City's general municipal elections are held on the first Tuesday after the first Monday in March of odd-numbered years.

C. Election Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

D. The City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in November of even-numbered years.

E. A preliminary analysis was conducted by the Los Angeles County Registrar-Recorder/County Clerk's Election Division and found that the County of Los Angeles can accommodate the consolidation of the City's election with the statewide general election conducted by the County of Los Angeles.

F. In order to accomplish the change in election date, the term of incumbent City Council Members who would otherwise be up for election in March 2021 must be shortened from March 2021 to December 2020 when the Council Members elected in November 2020 take office.

SECTION 2: ***Change to Election Date***. Ordinance No. 1885 is repealed. In accordance with Elections Code §§ 1301 and 10403.5, a new § 2.04.050 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March 2019, the general municipal election will be held on the first Tuesday after the first Monday in

November of even-numbered years. The first general municipal election after March 2019 general municipal election will be held on the first Tuesday after the first Monday in November2020."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those members of the City Council whose terms would have expired in March 2021 will instead vacate in their office upon certification of the results and administration of oaths of office after the November 2020 General Municipal Election. The terms of office of those members of the City Council elected in March2019 whose terms would previously have expired in March 2023, will instead, vacate their office upon certification of the results and administration of oaths of office after the November 2022General Municipal Election.

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's November City Council election with the statewide general election conducted by the County in November of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in November***. If this Ordinance becomes effective, the first City Council election to be held in November will be November 2018.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance 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 9: ***Severability***. 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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the

MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date***. This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

_____
Mitchell Ing, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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 _____, 2016, by the following vote, to wit:

AYES;
NOES;
ABSENT:

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

_____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 3
County's Preliminary Analysis

Trang, Cindy

From: Alex Olvera [AOlvera@rrcc.lacounty.gov]
Sent: Monday, September 19, 2016 10:31 AM
To: Trang, Cindy
Subject: Preliminary Consolidation Impact Analysis

Hi Cindy,

Per our phone call earlier this morning, I have completed my preliminary analysis.

Looking at the historical factors for your city, I have determined that your city is right at average ballot capacity. Additionally, the fact that your city does not experience recall elections or a high number of candidates (not more than 10 for city council, city clerk, and city treasurer in general municipal elections) has also been considered. Therefore, I believe our Registrar of Voters would recommend to our Board of Supervisors that your city be allowed to change election dates and consolidate onto the County ballot in November even year cycles should you make that request in the future.

Also, as requested, cities that have already transitioned are Carson, El Monte, Malibu, Palmdale, and Santa Clarita. Cities that are officially transitioning are Agoura Hills and La Puente.

Let me know if you have any questions.

Thank you much.

Alex Olvera, Division Manager
Election Information and Preparation
L.A. Registrar, Recorder & County Clerk
12400 Imperial Hwy, Norwalk, CA 90650
(562) 462-2815 aolvera@rrcc.lacounty.gov

Los Angeles County Registrar-Recorder/County Clerk

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ATTACHMENT 5

October 19, 2016 City Council Meeting Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
OCTOBER 19, 2016

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, Wednesday, October 19, 2016 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 Ing called the meeting to order at 7:01 p.m.

FLAG SALUTE:
The Monterey Park Police Explorers led the flag salute.

ROLL CALL:
City Clerk Vincent Chang called the roll:
Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent: None.

ALSO PRESENT: City Manager Paul Talbot, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Director of Management Services Chu Thai, Director of Human Resources Tom Cody, Community and Economic Development Director Michael Huntley, Deputy City Clerk Cindy Trang, Police Chief Jim Smith, Controller Annie Yaung, Public Works Maintenance Manager Tito Haes, Public Works Assistant City Engineer Rey Alfonso

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS

- Jon Gin, representative of the Firefighters' Association, read a letter thanking city staff for their efforts in coming to a compromise regarding the memorandum of understanding.

- Nancy Arcuri, a resident, spoke against the increasing aircraft noise. She also spoke regarding possible code amendment changes and the Brown Act.

- Helen Liu, a resident, spoke regarding the increasing airplane noise.
- Virginia Kiehl, a resident, spoke regarding the increasing airplane noise.
- Margaret Leung, a resident, spoke regarding her position on the Planning Commission.
- Michael Schlegel, a resident, suggested reinstating a mandatory presale inspection.
- Tom Lu, a resident, spoke regarding the increasing airplane noise.

1. PRESENTATIONS

1A. SILVER LEVEL ACHIEVEMENT IN SOUTHERN CALIFORNIA EDISON'S LOCAL GOVERNMENT ENERGY LEADER PROGRAM

Adrian Garcia, representative of Southern California Edison, presented the Energy Leadership Partnership Silver Award to the City of Monterey Park.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF OCTOBER 19, 2016

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 333-333.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved payments of warrants and adopted Resolution No. SA-128 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated October 19, 2016 totaling $245.00 and specifying the funds of which the same are to be paid.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

Resolution No. SA-128, entitled:
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 OCTOBER 2016 TOTALING $245.00 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – SEPTEMBER 2016

As of September 30, 2016 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	111,430.86
• Successor Agency (SA) RORF	156,595.00
Total	$268,025.86

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, received and filed the Monthly Investment Report.

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

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

2C. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of September 21, 2016 and October 5, 2016 and the special meeting of September 21, 2016 and October 5, 2016.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the regular meeting of September 21, 2016 and October 5, 2016 and the special meeting of September 21, 2016 and October 5, 2016.

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

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

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

3. **CITY OF MONTEREY PARK CONSENT CALENDAR**
None.

4. **PUBLIC HEARING**

4A. A PUBLIC HEARING TO CONSIDER THE DRAFT 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

As a condition of receiving federal grant funding, Federal Regulations require the City to submit a CAPER to the Department of Housing and Urban Development (HUD). The CAPER provides information to HUD documenting the City's progress in meeting its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program goals.

The CAPER must be submitted to HUD in the fall of 2016. Federal regulations require the CAPER to be comprised of specific statistics and narratives showing the expenditure of funds and the accomplishments achieved. Additionally, narratives are required on the CDBG and HOME funds. Required narratives also include the status of various strategies such as: the Fair Housing Strategy, the Lead-Based Paint Hazard Reduction Strategy, and the Continuum-of-Care Strategy for the homeless and the Poverty Reduction Strategy.

A copy of the draft CAPER was made for the required public review purposes on September 16, 2016, for the due date of October 4, 2016. The CAPER will be distributed to the City Council under separate cover due to the document size.

Action Taken: The City Council (1) opened the public hearing at 7:59 p.m., received public comment and closed the public hearing at 7:59 p.m.; and (2) considered the evidence and adopted Resolution No. 11864 approving the draft 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER).

Motion: Moved by Council Member Chan and seconded by Council Member Lam, motion carried by the following vote:

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

Resolution No. 11864 entitled:
A RESOLUTION APPROVING THE FY 2015-16 CAPER FOR THE PROGRAMS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CDBG AND HOME PROGRAMS AND ACCEPTING COMMENTS ON THE HOUSING AND COMMUNITY DEVELOPMENT NEEDS

5. OLD BUSINESS

5A. SECOND READING AND ADOPTION: AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE (MPMC) CHAPTER 21.22 REGULATING OFF-STREET PARKING REGULATIONS IN THE RESIDENTIAL DISTRICTS

The first reading and public hearing occurred on October 5, 2016. At the City Council meeting, minor edits to draft ordinance were requested by the Council. Those edits have been made to the draft ordinance and it is now ready for second reading and adoption by the City Council.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2137.

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

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

Ordinance No. 2137 entitled:
AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") AFFECTING REGULATIONS GOVERNING THE MULTI-FAMILY RESIDENTIAL OFF-STREET PARKING REQUIREMENTS

5B. SECOND READING AND ADOPTION: ORDINNCE AMENDING SPECIFIC SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO RLUIPA AND NONCONFORMING USES

The first reading and public hearing occurred on October 5, 2016. At the City Council meeting, minor edits to draft ordinance were requested by the Council. Those edits have been made to the draft ordinance and it is now ready for second reading and adoption by the City Council.

Action Taken: The City Council waived the second readings and adopted Ordinance No. 2138 related to assembly-type uses and Ordinance No. 2139 related to nonconforming uses.

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

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

Ordinance No. 2138 entitled:
AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE REGARDING REGULATION OF ASSEMBLY-TYPE USES

Ordinance No. 2139 entitled:
AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE CHAPTER 21.30 REGULATING NONCONFORMING USES AND CHAPTER 21.10.130 REGULATING ALCOHOL SALES AND USE WITHIN THE CITY OF MONTEREY PARK

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF OCTOBER 19, 2016

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 311410-311622 and e-Payables numbered 000428-000443.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11865 allowing certain claims and demands per Warrant Register dated October 19, 2016 totaling $2,113,149.35 and specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11865, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 19th DAY OF OCTOBER TOTALING $2,113,149.35 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. MONTHLY INVESTMENT REPORT – SEPTEMBER 2016

As of September 30, 2016 invested funds for the City of Monterey Park is $69,993,170.48.

Action Taken: The City Council received and filed the monthly investment report.

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

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

6C. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of September 21, 2016 and October 5, 2016 and the special meeting of September 21, 2016 and October 5, 2016.

Action Taken: The City Council approved the minutes from the regular meeting of September 21, 2016 and October 5, 2016 and the special meeting of September 21, 2016 and October 5, 2016.

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

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

6D. PURCHASE AND CONVERSION OF FIVE 2017 FORD POLICE INTERCEPTOR SUV's

The 2016-17 budget includes $350,000.00 for the replacement and conversion/up-fitting of five patrol vehicles for the Police Department. Staff researched optional vehicles and determined the Ford Police Interceptor SUV is the best replacement choice as this vehicle meets the Police Department's needs. As such, Staff recommends the purchase of five Ford Police Interceptor SUV's.

Action Taken: The City Council (1) waived bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorized the City Manager or designee to execute a contract in a form approved by the City Attorney for the purchase of five 2017 Ford Police Interceptor SUVs through Wondries Fleet Group for the amount of $155,951.90; and (2) authorized the City Manager to execute a contract in a form approved by the City Attorney for the conversion/up-fitting of five 2017 Ford Police Interceptor SUVs through West Coast Lights and Siren for the amount of $45,520.95 as amended to clarify the amounts of each contract.

Motion: Moved by Council Member Lam and seconded by Council Member Chan, motion carried by the following vote:

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

6E. ADOPTING A RESOLUTION AUTHORIZING ADVERTISEMENT OF REPLACEMENT OF EXISTING ASPHALT STORAGE COVER AT THE CITY YARD

Staff has prepared bid specifications for the replacement of the existing asphalt storage area located at the Corporate Yard. Staff requests City Council authorization to advertise the project for bids.

Action Taken: The City Council adopted Resolution No. 11866 authorizing staff to advertise for the Replacement of the Existing Asphalt storage Cover at the City Yard.

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

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

Resolution No. 11866, entitled:
A RESOLUTION APPROVING THE BID SPECIFICATIONS FOR THE CITY YARD REPLACEMENT OF EXISTING ASPHALT STORAGE COVER PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

6F. CITYWIDE FLEET FUEL PURCHASING

Throughout the course of the year, staff purchases approximately 128,000 gallons of fuel to operate the City's fleet, including Police, Fire, Public Works, and other city vehicles. The City operates and maintains two fleet fueling stations located at Fire Station #61 and the Public Works Corporate Yard. Per the Monterey Park Municipal Code Chapter 3.20 Purchasing, staff completed the bidding process for Fleet Fuel Delivery and requests City Council authorization for the City Manager to execute an agreement, in a form approved by the City Attorney, with SC Fuels in the amount of $280,000 per year for a three year term, for a total not to exceed $840,000, for fleet fuel delivery.

Action Taken: The City Council authorized the City Manager to execute a three year agreement, in a form approved by the City Attorney, with SC Fuels, not to exceed the amount of $840,000 with two 1-year options as amended to clarify that the agreement is for fleet fuel and delivery.

Motion: Moved by Council Member Liang and seconded by Council Member Lam, motion carried by the following vote:

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

6G. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK FIRE FIGHTERS; ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2016 TO JUNE 30, 2018

As the recent economic depression negatively impacted the region, state and nation, the City suffered significant economic contraction during the 2009-2013 years. This resulted in a fiscal and staff downsizing here in Monterey Park which included no cost of living adjustments or raises for the members of the FFA since 2009-2010. During this time, they paid for the employee portion of the CalPERS

pension cost. The 9% employee portion of PERS represented a cost pick-up of $391,500 by the Firefighters' Association members annually beginning in 2012.

As a result of economic contraction and subsequent no salary rate adjustments, the compensation rates for the members of this association fell behind regional averages of similar sized full service cities. This contract is intended to increase compensation levels to a regionally competitive level.

Action Taken: The City Council (1) adopted Resolution No. 11867 authorizing the City Manager to execute the Memorandum of Understanding between the City of Monterey Park and the Monterey Park Fire Fighters' Association (FFA); and (2) authorized the expenditure of $410,492 for the 2016-2017 fiscal year and amend the 2016-2017 Budget accordingly. Approval of the Resolution and language change is contingent upon acceptance by the Monterey Park FFA, the additional language is as follows:

> "It is the shared view of the City and the Association that all employees of the Association will at all times conduct themselves in a profession and lawful manner and adhere to all federal, state, and local laws. The Association and its members agree that in the event that the conduct of the members does not adhere to this standard, that they should be subject to the appropriate level of counseling or discipline commensurate with the corresponding failure in conduct."

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

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

Pending Resolution No. 11867, entitled:
A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2016-2018 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION

6H. CONFLICT OF INTEREST CODE FOR AMENDMENTS

Pursuant to the Political Reform Act, Government Code Section 81000, et seq., every local agency is required to review its Conflict of Interest Code disclosure biennially to determine if the Code is accurate or in need of amendment. The City staff has reviewed its previous determinations relating to disclosure levels and determined that Resolution No. 11695 should be amended to include revisions consistent with existing positions in the City.

Action Taken: The City Council adopted Resolution No. 11868 amending the City's Conflict of Interest Code as amended to include language regarding imposing a mandatory late fee as follows:

> SECTION 5: A late fine of $10 per day up to a maximum of $100 will be assessed, commencing on the day after the form is due to the City Clerk's office. In addition, if a matter is referred to the FPPC's Enforcement Division for failure to file or failure to include all required economic interests, the fine may be substantially higher. If an individual does not pay a fine, the matter may be referred to the Franchise Tax Board for collection

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

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

Resolution No. 11868, entitled:
A RESOLUTION ADOPTING THE 2016 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORDANCE WITH THE POLITICAL REFORM ACT

6I. RESOLUTIONS FOR MARCH 7, 2017 GENERAL MUNICIPAL ELECTION

The City of Monterey Park's (City) General Municipal Election is scheduled for Tuesday, March 7, 2017. The election will be for the purpose of electing two members of the City Council for a term of four years, one City Clerk for a term of four years, and one City Treasurer for a term of four years. Local ballot measures may also be added for the election.

The City of Los Angeles Primary Nominating Election is scheduled for Tuesday, March 7, 2017. The City of Los Angeles requested 15 municipalities to consolidate their elections with LA's.

The County of Los Angeles Board of Supervisors (Board) approved a motion to call a Countywide Special Election scheduled for March 7, 2017. The Los Angeles County Registrar Recorder/County Clerk's office (LARR/CC) requested 36 local jurisdictions to consolidate their elections with the County's.

Staff is seeking directions as to whether the City Council wants to conduct a standalone election in which the City will conduct its own election with the City of

Los Angeles's election consolidated onto the City's ballot or to consolidate the City's election onto the County of Los Angeles's (County) ballot.

If the City Council decides to consolidate its election with the County of Los Angeles and the County does not call a Special election to be held on March 7, 2017, the County will continue to administer the City's election. The last day for the County to call a special election is December 9, 2016.

Recommendation: It is recommended that the City Council (1) provide direction to staff whether the City of Monterey Park's General Municipal Election scheduled for March 7, 2017 should be a standalone election or consolidated to the Countywide Special Election.

- For a standalone election, the City Council will need to take the following actions:
    a. Adopt a Resolution calling for a General Municipal election on March 7, 2017 pursuant to Elections Code §§ 1301 and 10403;
    b. Adopt a Resolution requesting that the Los Angeles County Board of Supervisors provide election services for the March 7, 2017 election;
    c. Adopt a Resolution establishing requirements for candidate statements filed with the city clerk to be included with voter information for the March 7, 2017 election;
    d. Adopt a Resolution consenting to consolidation of the City of Los Angeles (including the Los Angeles Community College District and the Los Angeles Unified School District) elections with the City of Monterey Park's General Municipal election to be held on Tuesday, March 7, 2017;
    e. Authorize the City Manager to execute the agreement, in a form approved by the City Attorney, with Martin & Chapman Company to conduct election services; and
- For a consolidated election, the City Council will need to take the following actions:
    f. Adopt a Resolution calling for a General Municipal election on March 7, 2017 pursuant to Elections Code §§ 1301 and 10403;
    g. Adopt a Resolution establishing requirements for candidate statements filed with the city clerk to be included with voter information for the March 7, 2017 election;
    h. Adopt a Resolution requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal election to be held on March 7, 2017 with the County Of Los Angeles Special election to be held on that date pursuant to elections code § 10403;

and (2) take such additional, related, action that may be desirable.

Action Taken: The City Council chose to consolidate the March 7, 2017 election. The City Council (1) adopted Resolution No. 11869 calling for a General Municipal election on March 7, 2017 pursuant to Elections Code §§ 1301 and 10403; (2) adopted Resolution No. 11870 establishing requirements for candidate statements filed with the city clerk to be included with voter information for the March 7, 2017 election; and (3) adopted Resolution No. 11871 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal election to be held on March 7, 2017 with the County of Los Angeles Special election to be held on that date pursuant to elections code § 10403.

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

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

Resolution No. 11869, entitled:
A RESOLUTION CALLING A GENERAL MUNICIPAL ELECTION ON MARCH 7, 2017 PURSUANT TO ELECTIONS CODE §§ 1301 AND 10403

Resolution No. 11870, entitled:
A RESOLUTION ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON MARCH 7, 2017

Resolution No. 11871, entitled:
A RESOLUTION CONSENTING TO CONSOLIDATION OF THE CITY OF LOS ANGELES (INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT) ELECTIONS WITH THE CITY OF MONTEREY PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 7, 2017

6J. CONSIDERATION OF THE CALIFORNIA VOTER PARTICIPATION RIGHTS ACT (CALIFORNIA STATE SENATE BULL 415) AND CONSOLIDATION WITH A STATEWIDE GENERAL ELECTION DATE

The California Voter Participation Rights Act (SB415) was passed on September 1, 2015. This new legislation prohibits a local government from holding an election on any date other than a statewide election date if holding the election on a date nonconcurrent with the statewide election has previously resulted in a "significant decrease in voter turnout." A "significant decrease in voter turnout" is defined as voter turnout for a regularly scheduled election that is at least twenty-five percent (25%) less than the average voter turnout within that city for the previous four (4) statewide general elections. SB 415 requires cities with insufficient voter turn out to

either change their election dates to June or November of even year, or, prior to January 1, 2018, adopt a plan to consolidate future election with a statewide election not later than the November 8, 2022, statewide general election.

Recommendation: It is recommended that the City Council provide direction to staff concerning the option desired for a statewide consolidation date, Option A or B:

Option A – introduce and waive first reading of an ordinance to change the election dates to November even years beginning November 6, 2019 or November 3, 2020 and repealing Ordinance no. 1885, and schedule second reading and adoption for November 2, 2016; or

Option B – take action to affirm the election date in Ordinance No. 1885 and plan to reconsider the matter no later than 2021.

Action Taken: The City Council reaffirmed the election date in Ordinance No. 1885 and planned to reconsider the matter no later than 2021.

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

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

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Chan reported that he attended the League of California Cities 2016 Annual Conference in Long Beach last week and announced the Halloween Celebration in Barnes Park on October 29 and October 30, 2016.

Council Member Liang did not have anything to report.

Council Member Lam reported that he attended the 105th National Concert for Taiwan and a painting exhibition. He also announced that the centennial dinner this weekend.

Vice Mayor Real Sebastian announced that she attended the Geranium Festival. She also announced the 5K Pajama Run/Walk is on November 5, 2016.

Mayor Ing announced to not forget to vote on the election on November 8, 2016.

8. CLOSED SESSION
None.

ADJOURNMENT
There being no further business for consideration, the meeting was adjourned at 9:27 p.m.

Vincent D. Chang
City Clerk

Approved on December 7, 2016 at the Regular City Council Meeting

ATTACHMENT 6
Los Angeles County SB 415 Activity Report

CHANGE OF ELECTION DATE / CONSOLIDATION ACTIVITY PURSUANT TO ELECTIONS CODE 14050–14057*

EFFECTIVE NOVEMBER 2016

Cities

Carson
Malibu
Palmdale
Santa Clarita

Schools

Santa Clarita CCD
Saugus Union SD

EFFECTIVE JUNE 2018

Cities

Bradbury
Rolling Hills Estates

Schools

Pasadena Area CCD

EFFECTIVE NOVEMBER 2018

Cities

Agoura Hills
Artesia
Baldwin Park
Bell Gardens
Bellflower
Calabasas
Cudahy
Diamond Bar
Duarte
El Monte
Hawaiian Gardens
Hawthorne
Irwindale
Lawndale
La Puente
Lomita
Lynwood
Maywood
Montebello
Pico Rivera
Santa Fe Springs
San Fernando
South Pasadena
Walnut
Westlake Village
West Covina

Libraries

Altadena

Schools

Acton-Agua Dulce USD
Antelope Valley CCD
Antelope Valley Joint Union HSD
Azusa USD
Baldwin Park USD
Bassett USD
Bellflower USD
Beverly Hills USD
Bonita USD
Castaic Union SD
Centinela Valley Union HSD
Charter Oak USD
Citrus CCD
Claremont USD
Compton CCD
Covina Valley USD
Culver City USD
Duarte USD
East Whittier City SD
Eastside Union SD
El Camino CCD
El Monte City SD
El Rancho USD
El Segundo USD
Gorman Joint SD
Hacienda La Puente USD
Hawthorne SD
Hermosa Beach City SD
Keppel Union SD
Lancaster SD
Las Virgenes USD
Lawndale SD
Lennox SD
Little Lake City SD
Los Nietos SD
Lynwood USD
Manhattan Beach USD
Monrovia USD
Montebello USD
Mount San Antonio CCD

* Highlighted jurisdictions are charter cities
** New since last update

CHANGE OF ELECTION DATE / CONSOLIDATION ACTIVITY PURSUANT TO ELECTIONS CODE 14050–14057*

Mountain View SD
Newhall SD
Norwalk-La Mirada USD
Palmdale SD
Paramount USD
Palos Verdes Peninsula USD
Pomona USD
Rio Hondo CCD
Rosemead SD
Rowland USD
San Gabriel USD
San Marino USD
South Pasadena USD
South Whittier SD
Sulphur Springs SD
Temple City USD
Torrance USD
Valle Lindo SD
Walnut Valley USD
West Covina USD
Westside Union SD
Willlam S. Hart Union HSD
Wilsona SD
Wiseburn USD

Water Districts
Crescenta Valley CWD
La Habra Heights CWD
La Puente Valley CWD
Newhall CWD
Orchard Dale CWD
Palmdale CWD
Pico CWD
Rowland CWD
San Gabriel CWD
Valley CWD
Walnut Valley California WD

EFFECTIVE MARCH 2020

Cities
Huntington Park**

EFFECTIVE NOVEMBER 2020

Cities
Hermosa Beach
Hidden Hills
Los Angeles
Manhattan Beach
Palos Verdes Estates
Rancho Palos Verdes
Rolling Hills
South El Monte
West Hollywood

Libraries
Palos Verdes

Schools
El Monte Union HSD
Los Angeles USD
Los Angeles CCD
Whittier City SD

EFFECTIVE NOVEMBER 2022

Cities
La Habra Heights

PENDING APPROVAL IN NOVEMBER FOR MARCH 2022

Cities
Lancaster

PENDING APPROVAL IN DECEMBER FOR MARCH 2020

Cities
Beverly Hills**
Gardena**

PENDING APPROVAL IN DECEMBER FOR NOVEMBER 2020

Schools
Long Beach CCD**
Redondo Beach USD**

PENDING APPROVAL IN DECEMBER FOR MARCH 2022

Cities
Lakewood**

* Highlighted jurisdictions are charter cities
** New since last update

CHANGE OF ELECTION DATE / CONSOLIDATION ACTIVITY PURSUANT TO ELECTIONS CODE 14050–14057*

CITIES CURRENTLY ON NON-STATEWIDE ELECTION DATES

Cities

Arcadia
Avalon
Azusa
Bell
Burbank
Cerritos
Claremont
Commerce
Compton
Covina
Culver City
El Segundo
Glendale
Glendora
Industry
La Canada-Flintridge
La Mirada
La Verne
Long Beach
Maywood
Monrovia
Monterey Park
Norwalk
Paramount
Pasadena
Redondo Beach
Rosemead
San Gabriel
Sierra Madre
Signal Hill
South Gate
Temple City
Vernon
Whittier

CITIES ON STATEWIDE ELECTION DATES PRE-DATING SB 415

Cities

Alhambra
Downey
Pomona
Santa Monica
Torrance

CITIES THAT HAVE OFFICIALLY DEFERRED COMPLIANCE WITH SB 415

Cities

Inglewood (non-mayoral contests)**
San Dimas
San Marino

* Highlighted jurisdictions are charter cities
** New since last update

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-E.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: 2017 Various Street Resurfacing – Award of Contract

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a public works contract, in a form approved by the City Attorney, with Hardy & Harper Inc. of Santa Ana, CA, in the amount of $765,000 for the 2017 Various Street Resurfacing;
2. Authorize the Interim Director of Public Works to approve change orders and contingency up to $76,500.00 or 10% of the contract amount for this project;
3. Allocate an additional $76,500 Measure R funds to cover the 10% contingency;
4. Authorize the City Manager to execute a separate one-year contract with Hardy & Harper in the amount of $100,000 (Additive Bid Alternate 1) to provide on-call asphalt pavement maintenance work; and
5. Take such additional, related action that may be desirable.

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).

EXECUTIVE SUMMARY:

On May 17, 2017, the City Council approved bid specifications and authorized the City to solicit bids for the 2017 Various Street Resurfacing. Following a public bid opening on November 16, 2017, Hardy & Harper Inc. is the apparent lowest responsive bidder in the amount of $765,000. At the December 6, 2017 City Council meeting, staff was directed to bring the staff report back for Council consideration including a one-year contract for on-call asphalt pavement maintenance work.

BACKGROUND:

The project involves the resurfacing of the following streets:

Street	Limits
Chandler Avenue	Newmark Avenue to Garvey Avenue
College View Drive	Ridgecrest Street to Valley Vista Drive

Copa Way	Casuda Canyon Drive to Arriba Drive
Crest Vista Drive	Brightwood Street to Wandering Drive
De La Fuente Street	Sevilla Street to Cadiz Street
Keller Street	Garfield Avenue to Kempton Avenue
Kingsford Street	Cadiz Street to Newmark Avenue
McPherrin Avenue	Avondale Avenue to Emerson Avenue
Moore Avenue	Newmark Avenue to Garvey Avenue
Woods Avenue	Cesar Chavez Avenue to Floral Drive
Woods Avenue	Dorner Drive to 1st Street

The work includes cold milling the existing asphalt pavement and constructing a rubberized asphalt overlay; adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors; restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction. The project also includes an additive bid alternate item to provide asphalt pavement maintenance work on a monthly "on-call" basis.

On November 16, 2017, a total of five bids were received and the results were as follows:

RANK	BIDDER	BASE BID AMOUNT
1	HARDY & HARPER INC., SANTA ANA	$765,000.00
2	SULLY MILLER CONTRACTING, BREA	$790,495.00
3	COPP CONTRACTING, BUENA PARK	$813,376.00
4	ALL AMERICAN ASPHALT, CORONA	$827,700.00
5	EXCEL PAVING CO., LONG BEACH	$868,810.00

The additive bid alternate amounts are as follows:

RANK	BIDDER	ADDITIVE BID ALTERNATE 1
1	HARDY & HARPER INC., SANTA ANA	$9,000/mo.
2	SULLY MILLER CONTRACTING, BREA	$35,250/mo.
3	COPP CONTRACTING, BUENA PARK	$14,835/mo.
4	ALL AMERICAN ASPHALT, CORONA	$11,775/mo.
5	EXCEL PAVING CO.	$10,500/mo.

The bid submitted by Hardy & Harper is the lowest responsive bid from a responsible bidder. Hardy & Harper's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the DIR (California Department of Industrial Relations) was verified. Staff also checked the contractor's references and received positive feedback. Hardy & Harper has completed street resurfacing projects in the Cities of Pasadena, Arcadia, and Chino Hills.

Staff is requesting Council's authorization to utilize Hardy & Harper for monthly on-call asphalt pavement repairs under a separate 1-year contract. At this time, the Public Works Maintenance Division staffing levels are short five personnel. There are two vacancies that are currently being recruited. It is anticipated to fill those positions by March 2018. In addition to the vacancies, there are three positions that are currently on Injured On Duty (IOD) status. Because of these five vacancies, there is a backlog of potholes, patch repairs, and a variety of other street maintenance work that needs to be done by a contractor at this time. Based on current street maintenance work backlog, the Public Works Maintenance Division anticipates spending $100,000 for asphalt pavement maintenance work.

Assuming award of contract tonight, staff estimates that work will commence in February 2018 and be completed in April 2018.

FISCAL IMPACT:

The project was included in the FY 2016-17 adopted budget and will be funded with Measure R funds in the amount of $515,000 (Account No. 0110-5001-91943) and Proposition C funds in the amount of $250,000 (Account No. 0166-5001-91943). However, an additional allocation of $76,500 in Measure R funds is requested to cover the 10 percent contingency. Please note, the City Council requested adding Woods Avenue from Dorner Drive to 1st Street to the original list of street sections to be repaved this fiscal year. There are Measure R funds (Account No. 0110-4202-23600) available in the current FY 2017-2018 operating budget for on-call asphalt pavement maintenance work.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Hardy & Harper Inc. Bid Proposal

ATTACHMENT 1
Hardy & Harper Inc. Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Hardy & Harper, Inc

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE For 2017 Various Street Resurfacing, Specification No. 871					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Cold plane existing asphalt pavement, 2" deep, full width of street, complete and in place, the sum of:	504,300	SF	$ .21-	$105,903.00
2	Construct 2"-thick asphalt rubberized hot mix (ARHM) overlay, complete and in place, the sum of:	6,100	TON	77.77	474,397.00
3	Adjust manhole covers to grade, complete and in place, the sum of:	50	EA	500.00	25,000.00
4	Adjust water/gas valve covers to grade, complete and in place, the sum of:	35	EA	100.00	3,500.00
5	Construct PCC ADA curb ramps including detectable warning panels, complete and in place, the sum of:	31	EA	4,300.00	133,300.00
6	Furnish and install traffic striping & pavement markings in thermoplastic, complete and in place, the sum of:	1	LS	$18,900.00	$18,900.00
7	Furnish and install traffic detection loops, complete and in place, the sum of:	4	EA	1,000.00	4,000.00
TOTAL BASE BID AMOUNT IN NUMBERS					$765,000.00
TOTAL BASE BID AMOUNT IN WORDS: Seven hundred sixty five thousand even					

ADDITIVE BID ALTERNATIVE 1 For 2017 Various Street Resurfacing, Specification No. 871					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Perform localized asphalt concrete pavement repairs using conventional asphalt per City Standards at various locations on a monthly "on-call" basis:	15	TON	$ 600.00	$ 9,000.00
TOTAL ADDITIVE BID AMOUNT IN NUMBERS					$9,000.00
TOTAL ADDITIVE BID AMOUNT IN WORDS: nine thousand even					

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Caseland Survey Address: 614 N. Eckhoff St. Orange, CA 92868 Tel: (714) 628-8448	Survey	$ 13,000.00
Name: MD Rubberized Address: Po Box 15504, Santa Ana CA 92735 Tel: (714) 656-7131	Crack Seal	$ 23,400
Name: Superior Pavement Address: 5312 Cypress St, Cypress CA 90630 Tel: (714) 995-9100	Striping	$ 9,700
Name: Smithson Address: 1938 E. Katella Ave, Orange CA 92867 Tel: (714) 947-9556	Traffic loops	$ 1,700
Name: Ebs Address: 1320 E 6th, Corona, CA 92879 Tel: (951) 279-6869	manholes	$ 56,750
Name: Address:		$

Tel:		
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name Please see attachment "A" Contact Name and Title _____	Project Name and Brief Description	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed:_____

Reference 2		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed:_____

Reference 3		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed:_____

Reference 4		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed:_____

PUBLIC WORKS REFERENCES
2016/2017

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo David (909)477-2740 Romeo.David@cityofrc.us	Foothill Blvd Pavement Rehabilitation $1,076,200.00 11/15
City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260	Bo Chen, P.E (310) 370-5099 bochen@cityofpalmdesert.org	Portola Ave STP Rehabilitation Project $639,204.74 2/16
City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530	Ken Rukavina (951) 674-3124 krukavina@lake-elsinore.org	FY 15-16 Citywide Pavement Rehab Phase 5 $560,736.74 2/16
City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530	Ken Rukavina (951) 674-3124 krukavina@lake-elsinore.org	FY 15-16 Citywide Pavement Rehab Phase 4 $895,665.91 3/16
City of Villa Park 17855 Santiago Blvd Villa Park, CA 92861	Akram Hindiyeh (714) 998-1500 ahindiyeh@villapark.org	FY 15/16 Street Rehabilitation Project $592,140.91 3/16
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Sotto (909) 370-5099 JSotto@coltonca.gov	FY 15-16 Asphalt Paving Project $1,569,242.84 4/16
City of Pasadena 100 N. Garfield Ave Pasadena, CA 91109	Sean Singletary (626) 744-4273 ssingletary@cityofpasadena.net	Preventitive Maintenance of Streets 2015 $1,182,829.46 4/16
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Tuan Pham (714) 898-3311 tpham@westminster-ca.gov	Citywide Street Improvement For Various Residential Streets $679,108.61 5/16
City of Arcadia 240 West Huntington Dr Arcadia, CA 91066	Jan Balanay (626) 256-6582 jbalanay@arcadiaca.gov	Pavement Rehab Program Camino Real Ave & 6th Ave Project # 33854016 $632,386.21 7/16
City of Fontana 8353 Sierra Ave Fontana, CA 92335	Ticha Loera (909) 350-6696 tloera@fontana.org	Pavement Rehab of Slover Ave From Mulberry Ave to Cherry Ave $1,313,161.86 8/16

Attachment A

PUBLIC WORKS REFERENCES
2016/2017

Owner/Agency	Contact	Project's Info
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo David (909)477-2740 Romeo.David@cityofrc.us	Archibald Ave from Hillside Rd to N. City Limit & Haven Ave Wilson Ave $796,042.98 8/16
City of La Canada Flintridge 1327 Foothill Blvd La Canada Flintridge, CA 91011	Greg Kwolek (818) 790-8880 gkwolek@lcf.ca.gov	2016 Citywide Street Resurfacing $1,084,562.67 8/16
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Joseph Fuentes (714) 536-5431 jfuentes@surfcity-hb.org	Nichols Lane Rehabilitation from Slater Ave to Warner Ave $644,000.00 9/16
City of Claremont 207 Harvard Ave Claremont, CA 91711	Vincent Ramos (909) 399-5396 vramos@ci.claremont.ca.us	Residental Slurry Preparation CIP 2016-02 $579,000.00 10/16
City of Rancho Palo Verdes 30940 Hawthorne Blvd Rancho Cucamonga Palos Verdes	Lea Reis LReis@rpvca.gov (310) 544-5307	Residential Street Rehabilitation Project Phase I $2,639,962.68 11/16
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Bill Simmons (760) 770-0340 bsimmons@cathedralcity.gov	Date Palm Dr. & Cathedral Canyon Pavement Rehab $939,000.00 11/16
City of Moreno Valley 14177 Frederick St Moreno Valley, CA 92552	Henry Ngo (951) 413-3100 henryn@moval.org	Edgemont Neighborhood Pavement Rehabilitation $383,000.00 12/16
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Fe Rama frama@chinohills.org (909) 364-2600	FY 2016-2017 Street Improvement Project $1,039,000.00 12/16
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	Melinda Barnes MeBarnes@dpw.sbcounty.gov (909) 387-7920	Slover Ave Phase II $2,405,020.32 1/17
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran ftran@newportbeachca.gov (949) 644-3340	MacArthur Blvd Pavement Rehabilitation $2,065,156.05 3/17

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Corey Kirschner

Date of Inspection: 11/14/17

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the 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 the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall 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 the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: Hardy & Harper, Inc

Authorized Signature:

Name and Title: Steve Kirschner - Vice President

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: Hardy & Harper, Inc

Authorized Signature:

Name and Title: Steve Kirschner - Vice President

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X **has been** _____ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:

Bidder's Name: Hardy & Harper, Inc.

Authorized Signature:

Name and Title: Steve Kirschner - Vice President

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X **has been** _____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: Hardy & Harper, Inc.

Authorized Signature: _____

Name and Title: Steve Kirschner - Vice President

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X **has been** _____ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: Hardy & Harper, Inc

Authorized Signature:

Name and Title: Steve Kirschner - Vice President

Date: 11/14/17

BIDDER INFORMATION

Bidder's Name: Hardy & Harper, Inc

Address: 1312 East Warner Ave., Santa Ana, CA 92705

Form of Legal Entity:

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 215952; A, C-8, C12

Contact Person Information:

Name: Corey Kirschner Title: Vice President Operation

E-mail: ckirschner@hardyandharper.com Tel: 714-444-1851

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Fred T. Maas, Jr - President, Treasurer; 1312 E. Warner Ave., Santa Ana, CA 92705 (714) 444-1851

Dan T. Maas - CEO; 1312 E. Warner Ave., Santa Ana, CA 92705 (714) 444-1851

Steve Kirschner - Vice President 1312 E. Warner Ave., Santa Ana, CA 92705 (714) 444-1851

Kristen S. Paulino - Secretary; 1312 E. Warner Ave., Santa Ana, CA 92705 (714) 444-1851

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

None

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously:_____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 15th day of November, 2017.

BIDDER Hardy & Harper, Inc

Steve Kirschner - Vice President

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

TINA PHAM
COMM. #2149384
Notary Public-California
ORANGE COUNTY
My Comm. Expires Apr 17, 2020
FRS3

Subscribed and sworn to (or affirmed) before me on this 15 day of November, 20 17,
Date *Month* *Year*
by
(1) Steve Kirschner
(and (2)),
Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder Information **Document Date:** November 15, 20

Number of Pages: 1 **Signer(s) Other Than Named Above:** None

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PROPOSAL GUARANTEE

BID BOND

Bond No.: CSBA-6281

KNOW ALL MEN BY THESE PRESENTS that Hardy & Harper, Inc., as BIDDER, AND Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of Amount Bid ($ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2017 VARIOUS STREET RESURFACING, SPECIFICATIONS NO. 871** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 13th day of November, 2017.

SIGNED AND SEALED this 13th day of November, 2017.

Hardy & Harper, Inc.

Steve Kirschner - Vice President

PRINCIPAL

Fidelity and Deposit Company of Maryland

Dwight Reilly, Attorney-in-Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

1312 E. Warner Avenue

Santa Ana, CA 92705

SURETY's MAILING ADDRESS:

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 13, 2017 before me, Tina Pham, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Steve Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TINA PHAM
COMM. #2149384
Notary Public-California
ORANGE COUNTY
My Comm. Expires Apr 17, 2020
FRS3

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: November 13, 2017
Number of Pages: 1 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner	Signer's Name:
☑ Corporate Officer — Title(s): Vice President	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Hardy & Harper, Inc	Signer Is Representing:

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 13, 2017 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN PUGH
COMM. #2105405
Notary Public-California
ORANGE COUNTY
My Comm. Expires Apr 29, 2019
FRS3

Signature _____ (Seal)
Susan Pugh

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Michael CASTANEDA, all of Orange, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of May, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Joshua Lecker

_____
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 15th day of May, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 012-0079B

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of N/A ($) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2017 VARIOUS STREET RESURFACING, SPECIFICATIONS NO. 871** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

SECTION D. GENERAL PROVISIONS

0-0 STANDARD SPECIFICATIONS

0-1 GENERAL

Except as modified by these Special Provisions, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Special Provisions of the Contract Documents is intended to correspond with Green Book numbering.

0-3 MODIFICATIONS

To the extent that the provisions of the Contract Documents conflict with the Green Book, the Contract Documents take precedence.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS

The following subsection is added to Subsection 1-2 of the Green Book.

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Architect, Design Engineers, Soils Engineer, Structural Engineers - Advisors employed by the City.

Bidder - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City Council - The body constituting the awarding authority of the City.

Compensable Delay -- a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually

City Council Staff Report

DATE: **December 20, 2017**

AGENDA ITEM NO: New Business
Agenda Item 6-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Director of Management Services

SUBJECT: Warrant Register for the City of Monterey Park of **December 20, 2017**

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **December 20, 2017 totaling $2,468,997.08** 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 **317149-317288** and e-Payables numbered **000822-000829.**

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 **$2,468,997.08.**

Respectfully submitted:

Annie Yaung, CPFO
Director of Management Services

Approved By:

Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1
Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 20TH DAY OF DECEMBER 2017 TOTALING $2,468,997.08 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	$	253,381.72
State Gas Tax Fund		5,441.08
Sewer Fund		1,277.50
Refuse Fund		398,621.81
City Shop Fund		75,140.37
Technology Internal Service Fund		1,558.43
Payroll Clearing Account		1,161.33
Public Safety Impact Fee		169.88
Special Deposits Fund		16,402.09
Business Improvement Area #1		5,652.58
Water Fund		66,041.89
Water Treatment Fund		14,510.34
OPA Proposition A		560.00
Measure R Fund		3,624.00
Library Tax Fund		853.33
Asset Forfeiture		72,673.52
CDBG Fund		4,750.00
Maintenance District 93-1		643.86
Bulletproof Vest police Grant		314.81
Maintenance Grant (075)		13,950.00
ELAC Instructional Serv Prog		700.40
Selective Traffice Enforce (4)		16,269.62
Literacy Trust Grant		230.00
Ground Emergency Medical Transport		59,038.00
Urban Area Initiative 2016		353,743.20
Integrated Regional Water Mgmt		1,102,287.32
TOTAL	$	2,468,997.08

PASSED, APPROVED AND ADOPTED THE 20TH DAY OF DECEMBER 2017.

Teresa Real Sebastian, 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 20th of December 2017 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

ATTACHMENT 2
Warrant Register

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROBERTO A AGUIRRE	0075-450-0075-08615	5.49	BEST CITY CELEBRATION (TRUST)		317163	
	0075-450-0075-08530	155.49	SNOW VILLAGE COSTUME (TRUST)		317163	
	0075-450-0075-08530	144.54	SNOW VILLAGE COSTUME (TRUST)		317163	
	0075-450-0075-08530	875.12	SNOW VILLAGE TREES (TRUST)		317163	
						1,180.64
ANTHEM BLUE CROSS	0010-801-5102-12330	3,431.45	12/17 MEDICAL INSURANCE		317149	
						3,431.45
CARLOS BATCHELOR	0075-450-0075-08630	300.00	REFUND-SECURITY DEPOSIT(TRUST)		317164	
						300.00
CALIFORNIA ASSOCIATION OF	0065-464	576.00	LTD FIREFIGHTERS		317150	
						576.00
CHARTER COMMUNICATIONS	0010-801-3201-32050	446.39	INTERNET/CABLE SERVICE		317151	
	0010-801-3201-32050	602.64	INTERNET/CABLE SERVICE		317151	
	0010-801-4210-38400	131.92	INTERNET/CABLE SERVICE		317151	
	0010-801-4210-38400	89.98	INTERNET/CABLE SERVICE		317151	
						1,270.93
KIM CHEW	0010-701-0010-07950	257.00	REFUND AMBULANCE FEE		317152	
						257.00
CITY OF MONTEREY PARK	0092-450-0092-09000	1,087.00	REFUND-WATER DEPOSIT		317165	
	0092-701-0092-07510	837.06-	REFUND-WATER USAGE		317165	
	0092-701-0092-07510	623.41	REFUND-WATER FEE		317165	
						873.35
COUNTY OF LOS ANGELES	0010-801-3220-41100	150.00	PARAMEDIC LICENSE		317166	
						150.00
EMS PERSONNEL FUND	0010-801-3220-41100	250.00	PARAMEDIC LICENSE RENEWAL		317153	
						250.00
	0010-801-3220-41100	250.00	PARAMEDIC LICENSE		317167	
						250.00

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
EXPRESS SERVICE, INC	0010-801-4202-11300	71.05	TEMPORARY STAFFING SERVICES		317154	
						71.05
GOGOVAPPS, INC.	0092-801-1408-37200	3,400.00	SOFTWARE LICENSE	18-0299	317168	
	0092-801-1408-37500	5,000.00	SOFTWARE LICENSE	18-0299	317168	
						8,400.00
BENANCIO HERRERA JR.	0075-450-0075-08550	300.00	LANGLEY HOLIDAY LUNCHEON-TRUST		317155	
						300.00
COLLEN P ISHIBASHI	0075-450-0075-09010	200.00	CHERRY BLOSSOM FLORAL (TRUST)		317169	
						200.00
JESUS MACIAS (DBA) DON COCOY BUFFET	0010-801-6508-31950	1,200.00	RECREATION VOLUNTEER BANQUET		317170	
						1,200.00
KNOWLES-MCNIFF	0010-801-1404-31700	783.00-	VOID CHECK		316463	
	0043-801-1404-31700	3,850.00-	VOID CHECK		316463	
	0092-801-1404-31700	3,908.00-	VOID CHECK		316463	
	0010-801-3115-31700	599.00-	VOID CHECK		316463	
	0010-801-3220-31700	209.00-	VOID CHECK		316463	
	0092-801-4221-31700	989.00-	VOID CHECK		316463	
	0093-801-4226-31700	212.00-	VOID CHECK		316463	
	0093-801-4227-31700	259.00-	VOID CHECK		316463	
	0093-801-4228-31700	212.00-	VOID CHECK		316463	
	0093-801-4229-31700	199.00-	VOID CHECK		316463	
	0093-801-4231-31700	265.00-	VOID CHECK		316463	
	0093-801-4232-31700	212.00-	VOID CHECK		316463	
	0010-801-6001-31700	803.00-	VOID CHECK		316463	
						12,500.00-
	0010-801-1404-31700	783.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0043-801-1404-31700	3,850.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0092-801-1404-31700	3,908.00	INFORMATION TECHNOLOGY SERVICE		317171	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNOWLES-MCNIFF	0010-801-3115-31700	599.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0010-801-3220-31700	209.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0092-801-4221-31700	989.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0093-801-4226-31700	212.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0093-801-4227-31700	259.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0093-801-4228-31700	212.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0093-801-4229-31700	199.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0093-801-4231-31700	265.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0093-801-4232-31700	212.00	INFORMATION TECHNOLOGY SERVICE		317171	
	0010-801-6001-31700	803.00	INFORMATION TECHNOLOGY SERVICE		317171	
						12,500.00
NEIL LAKIN	0010-801-3230-39400	1,565.71	FIRE TRAINING		317156	
						1,565.71
SYDNEY LAM	0159-701-0159-07040	65.00	REFUND RECREATION CLASS		317157	
						65.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	400.00	GROUP TRAINING		317158	
						400.00
SYDNEY LIM	0159-701-0159-07040	65.00-	VOID CHECK		316659	
						65.00-
MONTEREY PARK PETTY CASH	0010-801-3210-22750	11.05	PETTY CASH-TABLE CLOTHS		317159	
	0010-801-3120-22750	55.00	PETTY CASH-REFRESHMENTS		317159	
	0010-801-3210-22750	44.16	PETTY CASH-REFRESHMENTS		317159	
	0075-450-0075-08640	95.39	PETTY CASH-CHARGER (TRUST)		317159	
	0092-801-1406-24100	65.00	PETTY CASH-MINI REFRIGERATOR		317159	
	0010-801-3120-22750	7.62	PETTY CASH-WRAPPING PAPER		317159	
	0075-450-0075-08915	71.38	PETTY CASH-HOLIDAY DECO(TRUST)		317159	
	0010-801-6508-31990	95.62	PETTY CASH-SNOW VILLAGE		317159	
	0075-450-0075-08915	90.89	PETTY CASH-HOLIDAY DECO(TRUST)		317159	
	0092-801-4223-23900	65.85	PETTY CASH-CREW MEAL		317159	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0075-450-0075-08420	22.21	PETTY CASH-EXPLORER (TRUST)		317159	
	0075-450-0075-08420	82.95	PETTY CASH-EXPLORER (TRUST)		317159	
	0092-801-4220-39300	39.17	PETTY CASH-MILEAGE,PARKING		317159	
	0010-801-4212-24100	19.47	PETTY CASH-INDEX TABS		317159	
	0010-801-1403-32200	13.48	PETTY CASH-POSTAGE		317159	
	0010-801-3120-39700	77.02	PETTY CASH-BLOCK CAPT MEETING		317159	
	0010-801-4212-33100	2.00	PETTY CASH-PARKING		317159	
						858.26
MT. SAN ANTONIO COLLEGE	0010-801-3230-39400	248.00	FIRE CPR CARD		317160	
						248.00
PAULA MUNDY	0010-801-6508-31990	100.00	VETERANS DAY PERFORMER		317172	
						100.00
OCLC, INC	0010-801-6003-31700	1,106.76	LIBRARY CATALOGING SERVICE		317161	
						1,106.76
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	10.30	POSTAGE		317173	
	0010-801-1403-32200	79.63	POSTAGE		317173	
	0010-801-1406-32200	26.18	POSTAGE		317173	
	0010-801-1701-32200	9.50	POSTAGE		317173	
	0010-801-1702-32200	16.73	POSTAGE		317173	
	0010-801-1801-32200	25.64	POSTAGE		317173	
	0010-801-1802-32200	11.04	POSTAGE		317173	
	0010-801-3101-32200	37.72	POSTAGE		317173	
	0010-801-3102-32200	41.81	POSTAGE		317173	
	0010-801-3104-32200	35.95	POSTAGE		317173	
	0010-801-3113-32200	13.50	POSTAGE		317173	
	0010-801-3114-32200	133.25	POSTAGE		317173	
	0010-801-3115-32200	1.38	POSTAGE		317173	
	0010-801-3120-32200	5.98	POSTAGE		317173	
	0010-801-3201-32200	5.32	POSTAGE		317173	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3205-32200	22.08	POSTAGE		317173	
	0010-801-3210-32200	2.18	POSTAGE		317173	
	0010-801-3220-32200	6.48	POSTAGE		317173	
	0010-801-4209-32200	2.72	POSTAGE		317173	
	0010-801-6001-32200	48.70	POSTAGE		317173	
	0010-801-6502-32200	10.58	POSTAGE		317173	
	0043-801-1201-32200	3.54	POSTAGE		317173	
	0043-801-4212-32200	23.83	POSTAGE		317173	
	0075-450-0075-09230	53.20	POSTAGE (TRUST)		317173	
	0092-801-4221-32200	18.86	POSTAGE		317173	
						646.10
BRIAN RODRIGUEZ	0010-801-3220-41100	77.00	LIVE SCAN FEE		317174	
						77.00
DAISY LILY RODRIGUEZ	0445-801-6005-31950	230.00	LIBRARY SPANISH CLASS		317175	
						230.00
SEE'S CANDY SHOPS, INC	0075-450-0075-08550	10,333.31	LANGLEY SPECIAL EVENT-TRUST		317179	
						10,333.31
THE STANDARD INSURANCE CO.	0065-464	585.33	EXECUTIVE PREMIUM		317176	
						585.33
VERIZON WIRELESS	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		317162	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		317162	
						190.05
	0010-801-1101-32050	56.05	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-1408-32050	0.23	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-1702-32050	16.49	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-3112-32050	136.81	WIRELESS VOICE & DATA SERVICE		317177	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-4209-32050	49.09	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-4212-32050	150.34	WIRELESS VOICE & DATA SERVICE		317177	
	0010-801-6517-32050	12.15	WIRELESS VOICE & DATA SERVICE		317177	
	0092-801-4221-32050	43.81	WIRELESS VOICE & DATA SERVICE		317177	
	0092-801-4222-32050	0.23	WIRELESS VOICE & DATA SERVICE		317177	
						541.22
WEST COAST LIGHTS & SIRENS	0060-801-4211-54050	12,237.97	POLICE CAR CONVERSION-UNIT 129		317178	
	0060-801-4211-54050	187.50	POLICE CAR CONVERSION-7U210069		317178	
						12,425.47
	TOTAL FOR PREPAID WARRANTS					**48,017.63**
	PRINTED	48,017.63				
	E-PAYABLE	0.00				

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AAA ELECTRICAL SUPPLY, INC.	0010-801-4210-23400	1,566.91	GFCI RECEPTACLE,COVER,DRILL	18-0138	317180	
	0010-801-4210-23400	83.81	LAMPHOLDER	18-0138	317180	
						1,650.72
AIRGAS	0092-801-4223-22750	16.64	HOSE		822 *	
	0092-801-4223-23700	246.88	OXYGEN,SLVER SLDER PKS		822 *	
						263.52
BRENT ARCHIBALD	0010-801-3114-22310	155.38	UNIFORM REIMBURSEMENT		317181	
	0010-801-3114-22310	20.00	UNIFORM REIMBURSEMENT		317181	
	0010-801-3114-22310	103.62	UNIFORM REIMBURSEMENT		317181	
	0010-801-3112-22310	31.46	UNIFORM REIMBURSEMENT		317181	
						310.46
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	61.98	BRASS NIPPLES		823 *	
	0010-801-4210-23300	67.86	TUBE CUSHION CLAMP,STRUT		823 *	
	0010-801-4210-23300	251.75	COUPLINGS,COPPER TUBES		823 *	
	0010-801-4210-23300	440.41	PRESS TEES, REDUCERS,HAMMER		823 *	
	0010-801-4210-23300	169.09-	PIPE PIER-CREDIT		823 *	
						652.91
ATHENS SERVICES	0092-801-4223-22750	100.00	ROLL OFF RENTAL		317182	
	0092-801-4223-22750	100.00	ROLL OFF RENTAL		317182	
						200.00
	0043-801-4208-41200	386,800.97	REFUSE COLLECTION SERVICES		317183	
						386,800.97
ATLAS SERVICES SOLUTION CORP.	0092-801-1407-38250	8,576.00	JANITORIAL SERVICES	18-0269	317184	
	0092-801-1407-38250	116.00	JANITORIAL SERVICES		317184	
						8,692.00
AZTEC TECHNOLOGY	0160-801-3104-39100	246.38	POLICE STORAGE CONTAINER		317185	
						246.38
B W GRAPHICS	0010-801-1101-39250	302.22	BUSINESS CARD-S LAM		317186	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
B W GRAPHICS	0010-801-1101-39250	208.05	BUSINESS CARD-P CHAN		317186	
	0010-801-1101-39250	267.73	BUSINESS CARD-P CHAN		317186	
	0010-801-1301-39250	178.50	BUSINESS CARD-V CHANG		317186	
	0092-801-4222-39250	39.42	BUSINESS CARD-R VALENZUELA		317186	
	0043-801-4208-39250	35.04	BUSINESS CARD-D BURNETT		317186	
	0010-801-1801-21250	32.80	BUSINESS CARD-L UNG		317186	
	0010-801-3205-22750	35.04	BUSINESS CARD-W SHUM		317186	
	0010-801-3205-22750	37.23	BUSINESS CARD-MPFD		317186	
	0010-801-1702-39250	41.61	BUSINESS CARD-S YANG		317186	
	0010-801-1702-39250	47.12	BUSINESS CARD-O VERDUZCO		317186	
	0010-801-6502-39250	39.42	BUSINESS CARD-P CHANG		317186	
	0010-801-6001-39250	43.80	BUSINESS CARD-A YAM		317186	
						1,307.98
BARR COMMERCIAL DOOR REPAIR, INC.	0010-801-4210-38100	2,232.00	REPLACE METAL DOORS		317187	
						2,232.00
BOY SCOUTS OF AMERICA	0010-801-3210-39400	376.00	FIRE EXPLORER MEMBERSHIP		317188	
						376.00
BRENNTAG PACIFIC INC	0093-801-4226-23300	749.77	WATER CHEMICALS	18-0281	317189	
						749.77
CALACT (DBA)	0109-801-4201-31950	560.00	PUBLIC WORKS MEMBERSHIP		317190	
						560.00
CALIFORNIA CONTRACTORS SUPPLIE	0092-801-4223-22300	303.04	EAR PLUGS,RAIN SUITS		317191	
						303.04
CANON FINANCIAL SERVICES, INC.	0092-801-4223-37500	87.05	COPIER MACHINE RENTAL		317192	
	0010-801-3114-37500	1,780.47	COPIER MACHINE RENTAL		317192	
	0010-801-3104-38400	1,896.99	COPIER MACHINE RENTAL		317192	
	0010-801-1407-38400	823.55	COPIER MACHINE RENTAL	18-0270	317192	
	0043-801-1801-38400	823.56	COPIER MACHINE RENTAL	18-0270	317192	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CANON FINANCIAL SERVICES, INC.	0010-801-6502-38400	823.56	COPIER MACHINE RENTAL	18-0270	317192	
	0092-801-4222-31950	708.82	COPIER MACHINE RENTAL		317192	
	0092-801-4222-31950	682.36	COPIER MACHINE RENTAL		317192	
	0010-801-3115-38400	154.62	COPIER MACHINE RENTAL		317192	
	0010-801-3115-38400	906.77	COPIER MACHINE RENTAL		317192	
						8,687.75
CARLOS CASAS	0010-701-0010-03630	56.00	REFUND PARKING CITATION		317193	
						56.00
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	4,786.57	PARKING CITATIONS SERVICE		317194	
						4,786.57
COMPLETE LANDSCAPE CARE, INC.	0092-801-5004-91922	5,945.00	MONTHLY MAINTENANCE	18-0304	317195	
	0092-801-5004-91922	825.00	DEMONSTRATION GARDEN CLEAN UP	18-0304	317195	
	0092-801-5004-91922	3,520.00	WEED ABATEMENT	18-0304	317195	
	0092-801-5004-91922	3,525.00	WEED ABATEMENT	18-0304	317195	
	0092-801-5004-91922	5,945.00	MONTHLY MAINTENANCE	18-0304	317195	
	0093-801-4229-23300	680.00	WEED ABATEMENT	18-0114	317195	
	0093-801-4226-23300	680.00	WEED ABATEMENT	18-0114	317195	
	0092-801-4222-38500	680.00	WEED ABATEMENT	18-0114	317195	
						21,800.00
CONTROL AUTOMATION DESIGN	0093-850-4228-23300	6,393.16	SCADA SYSTEM SERVICES	17-0530	317196	
						6,393.16
CONVERGEONE, INC.	0010-850-1404-38400	5,670.34	NETWORK HARDWARE MAINTENANCE	17-0521	317197	
	0043-850-1404-38400	5,670.33	NETWORK HARDWARE MAINTENANCE	17-0521	317197	
	0092-850-1404-38400	5,670.33	NETWORK HARDWARE MAINTENANCE	17-0521	317197	
	0010-801-1404-38400	253.34	NETWORK HARDWARE MAINTENANCE		317197	
	0043-801-1404-38400	253.33	NETWORK HARDWARE MAINTENANCE		317197	
	0092-801-1404-38400	253.33	NETWORK HARDWARE MAINTENANCE		317197	
						17,771.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COUNTY OF LOS ANGELES	0010-801-3111-31950	1,448.44	ANIMAL CONTROL SERVICE	18-0260	317198	
						1,448.44
COUNTY OF LOS ANGELES/DEPARTMENT OF	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	32.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	64.00	BACKFLOW ASSEMBLY		317199	
	0092-801-4220-31950	64.00	BACKFLOW ASSEMBLY		317199	
						512.00
CURVATURE, INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		824 *	
						682.00
VANESSA DELGADO	0075-450-0075-08420	332.35	MPPD EXPLORER GIFT (TRUST)		317200	
						332.35
DEPARTMENT OF HEALTH CARE SERVICES	0465-701-0465-05400	28,821.00	SETTLEMENT FOR MEDI-CAL GMAT		317201	
	0465-701-0465-05400	30,217.00	SETTLEMENT FOR MEDI-CAL GMAT		317201	
						59,038.00
DIVERSIFIED ALARM SERVICE	0010-801-4210-38100	135.00	MONITORING SERVICES		825 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		825 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		825 *	
	0010-801-3112-38400	135.00	MONITORING SERVICES		825 *	

* Indicates an E-Payable transaction

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						540.00
E C CONSTRUCTION CO.	0010-801-5004-96085	24,427.68	GARVEY RANCH BASKETBALL COURT	18-0258	317202	
	0010-850-5004-96085	58,796.07	GARVEY RANCH BASKETBALL COURT	17-0505	317202	
	0010-801-5004-96085	19,748.16	GARVEY RANCH BASKETBALL COURT	18-0258	317202	
						102,971.91
E.G.BRENNAN & CO LLC	0010-801-1403-38400	484.00	SERVICE OF PERFORATOR		317203	
						484.00
EMERGENCY RESPONSE CRIME SCENE CLEA	0010-801-3103-22750	650.00	BIOLOGICAL CLEANING		317204	
						650.00
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	737.15	TRASH CAN LINERS	18-0186	826 *	
	0010-801-3113-22600	396.21	LINER,CLEANER,PLASTIC		826 *	
						1,133.36
ENTERPRISE FM TRUST	0060-801-4211-37800	6,033.78	FLEET RENTAL	18-0200	317205	
						6,033.78
ERIC TSANG	0010-701-0010-06200	90.00	REFUND CONDITIONAL USE PERMIT		317206	
	0010-701-0010-06200	1,717.00	REFUND CONDITIONAL USE PERMIT		317206	
	0010-701-0010-06200	2,414.00	REFUND CONDITIONAL USE PERMIT		317206	
						4,221.00
EUROFINS EATON ANALYTICAL, INC.	0093-801-4229-31950	1,240.00	WATER ANALYSIS	18-0102	317207	
						1,240.00
EVA DIAZ	0092-701-0092-07520	562.17	REFUND WATER METER INSTALL		317208	
						562.17
EZEQUIEL LOPEZ VELASCO (DBA) EFFICI	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	18-0118	317209	
						2,326.88
F.S.O.C. LLC	0010-801-3103-22750	1,152.85	POLICE FLASHLIGHT		317210	
						1,152.85
FEDERAL EXPRESS CORP.	0092-801-4222-31950	30.54	DELIVERY SERVICES		317211	
	0010-801-1403-32200	19.32	DELIVERY SERVICES		317211	

* Indicates an E-Payable transaction

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FEDERAL EXPRESS CORP.	0092-801-4222-31950	9.84	DELIVERY SERVICES		317211	
	0010-801-3104-32200	13.95	DELIVERY SERVICES		317211	
						73.65
FS CONTRACTORS, INC	0022-801-4202-22400	4,917.00	SIDEWALK PROJECT	18-0064	317212	
	0110-801-5003-91945	3,624.00	SIDEWALK PROJECT	18-0048	317212	
						8,541.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	161.87	WATER CHEMICALS		827 *	
						161.87
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		317213	
	0010-801-3113-22600	24.00	PHYSICAL		317213	
	0010-801-3113-22600	24.00	PHYSICAL		317213	
	0010-801-3113-22600	24.00	PHYSICAL		317213	
	0010-801-3113-22600	24.00	PHYSICAL		317213	
						120.00
GOLDEN STAR TECHNOLOGY INC/DBA: GST	0063-850-5002-99055	1,288.00	NETWORK SOFTWARE RENEWAL		317214	
						1,288.00
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	84.27	WATER SERVICE		317215	
	0092-801-4222-36300	68.96	WATER SERVICE		317215	
						153.23
GORDON TERMITE CONTROL INC	0092-801-4220-31950	145.00	PEST CONTROL		317216	
	0092-801-4220-31950	145.00	PEST CONTROL		317216	
						290.00
GOVCONNECTION INC.	0010-801-1404-22750	263.45	HDMI TRANSMITTER,USB CABLE		317217	
	0010-801-1404-22750	56.98	KVM SWITCH, LASER POINTER MOUS		317217	
	0010-801-1404-22750	466.52	CHECK PRINTER TONER CARTRIDGE		317217	
						786.95
GRIFFITH AIR TOOL, INC.	0092-801-4223-23900	204.27	EQUIPMENT REPAIR	18-0216	317218	
	0092-801-4223-23900	157.20	EQUIPMENT REPAIR	18-0216	317218	

* Indicates an E-Payable transaction

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						361.47
GRM INFORMATION MANAGEMENT	0063-801-5004-99068	243.00	DOCUMENT SYSTEM SERVICES	18-0232	317219	
	0063-801-5004-99068	27.43	DOCUMENT SYSTEM SERVICES	18-0232	317219	
						270.43
HERNANDEZ FLOOR COVERING	0010-801-4210-38100	1,470.00	INSTALL CARPET TILES FS62		317220	
	0010-801-4210-38100	825.00	INSTALL CARPET TILES FS62		317220	
						2,295.00
HINDERLITER,DE LLAMAS & ASSOC.	0010-801-1403-31400	1,408.66	CONTRACT SERVICES-SALES TAX	18-0273	317221	
	0010-701-0010-01500	1,423.33	CONTRACT SERVICES-SALES TAX		317221	
						2,831.99
HOME DEPOT CREDIT SERVICES	0075-450-0075-08915	245.86	PLYWOOD,COBALT,BRACE(TRUST)		317222	
	0075-450-0075-08915	24.13	CONCRETE TUBE(TRUST)		317222	
	0075-450-0075-08915	109.65	EXTENSION CORD,CABLE TIE(TRUST		317222	
	0075-450-0075-08915	147.20	EXTENSION CORD,LED LIGHT(TRUST		317222	
	0010-801-3210-24100	28.96	TRIMMER,REPLACEMENT LINE		317222	
	0010-801-3230-39700	241.63	WREATH,LIGHT,ORNAMENTS,TOTE		317222	
	0010-801-3230-39700	94.13	DOUGLAS FIR		317222	
	0010-801-3210-38400	382.16	LAWN MOWER		317222	
	0075-450-0075-08915	166.64	WIRE ROPE,BOLT,HAMMER(TRUST)		317222	
						1,440.36
HSU CORPORATION	0010-701-0010-06250	1,438.00	REFUND PLAN CHECK FEE		317223	
						1,438.00
INTERNATIONAL ASSOCIATION OF	0010-801-1703-39300	120.00	MEMBERSHIP-DEVELOPMENT SVC		317224	
						120.00
INTERNATIONAL CODE COUNCIL, INC	0010-801-3210-39400	394.20	CALIFORNIA INSPECTORS GUIDE		317225	
						394.20
IRON MOUNTAIN OFF-SITE DATA	0010-850-1403-31700	331.38	COMPUTER DATA STORAGE		317226	
						331.38

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
J.R. FILANC CONSTRUCTION COMPANY, I	0510-850-4224-82259	1,102,287.32	GROUNDWATER TREATMENT SYSTEM	17-0366	317227	1,102,287.32
JHM SUPPLY INC	0010-801-6517-22100	29.75	BLACK GRATE	18-0173	317228	29.75
GUSTAVO JIMENEZ JR	0010-801-3103-22310	219.86	UNIFORM REIMBURSEMENT		317229	219.86
JP JAPANESE KITCHEN	0010-701-0010-06850	118.00	REFUND INDUSTRIAL WASTE FEE		317230	118.00
KEYSTONE UNIFORM CENTERS	0010-801-3104-22310	93.02	UNIFORMS-R LOPEZ		317231	
	0010-801-3101-22320	101.78	UNIFORMS-R LOUIS		317231	
	0010-801-3113-22310	239.64	UNIFORMS-F DUKE		317231	
	0010-801-3103-22310	86.45	UNIFORMS-W LEON		317231	
	0071-801-3120-22310	79.88	UNIFORMS-K CANZANO		317231	
	0010-801-3103-22310	99.59	UNIFORMS-D SALAZAR		317231	700.36
KNIGHT COMMUNICATIONS INC	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		317232	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		317232	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		317232	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		317232	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		317232	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-3115-38400	25,700.00	MDC SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		317232	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		317232	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		317232	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		317232	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		317232	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		317232	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		317232	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		317232	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		317232	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		317232	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		317232	
						100,242.05
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0043-801-1404-31700	3,850.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0092-801-1404-31700	3,908.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0010-801-3115-31700	599.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0010-801-3220-31700	209.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0092-801-4221-31700	989.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0093-801-4226-31700	212.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0093-801-4227-31700	259.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0093-801-4228-31700	212.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0093-801-4229-31700	199.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0093-801-4231-31700	265.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0093-801-4232-31700	212.00	INFORMATION TECHNOLOGY SERVICE		317233	
	0010-801-6001-31700	803.00	INFORMATION TECHNOLOGY SERVICE		317233	
						12,500.00
KUSTOM SIGNALS, INC.	0360-801-3102-24100	15,960.87	LASER SPEED MEASURING DEVICES	18-0290	317234	
						15,960.87
LANGUAGE LINE SERVICES	0010-801-3112-32050	12.22	INTERPRETATION SERVICES		317235	
						12.22

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAWN MOWER CORNER/KNG POWER EQUIPME	0176-801-6516-38400	643.86	BLOWER, WEEDER	18-0184	317236	643.86
LAWTON PRINTING, INC.	0010-801-1403-22750	140.00	INDEX TABS		317237	140.00
LOGAN SUPPLY CO., INC.	0092-801-4223-24100	455.96	BROOM,TRASH CAN,BUCKET,PAINT	18-0229	317238	
	0092-801-4223-23900	633.46	NYLON SLING,CABLE,PAINT,WRENCH	18-0229	317238	
	0092-801-4223-23700	297.03	ROCK DRILL REPAIR	18-0229	317238	
	0092-801-4221-24100	760.12	VISE,KNEELER BOARD,BLADE	18-0229	317238	
	0092-801-4221-24100	1,031.44	IMPACT KIT,GLOVES,WRENCH,MASK		317238	3,178.01
LOOMIS ARMORED US, INC.	0010-701-0010-03700	555.91	ARMORED CARRIER SERVICE		317239	555.91
LOS ANGELES COUNTY POLICE	0010-801-3101-39400	500.00	MEMBERSHIP		317240	500.00
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	619.55	INMATE MEALS SERVICES	18-0005	317241	619.55
LOS ANGELES TIMES	0010-801-3113-22600	70.87	SUBSCRIPTION		317242	70.87
MARILYNN HARA (DBA) MARILYNN'S	0092-801-4222-22300	750.00	UNIFORM CAPS		317243	
	0060-801-4211-22300	116.88	UNIFORM CAPS		317243	
	0010-801-4212-22300	180.00	UNIFORM CAPS		317243	1,046.88
MARISCOS LA VILLA TEPEYAC	0010-701-0010-06850	727.00	REFUND INDUSTRIAL WASTE FEE		317244	727.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	238.71	PRESSURE GAUGE,SCREWDRIVER SET	18-0226	317245	
	0092-801-4222-23700	30.46	LAUNDRY DETERGENT	18-0226	317245	
	0092-801-4222-23400	61.47	AC VOLTAGE DETECTORS	18-0226	317245	
	0092-801-4222-23700	51.76	LIQUID SOAP,DISH DETERGENT	18-0226	317245	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	209.27	BATTERIES	18-0226	317245	
	0092-801-4222-23700	377.39	PRESSURE GAUGE,PLASTIC SHEET		317245	
						969.06
MICHAEL BAKER INTERNATIONAL, INC.	0010-850-5004-96081	1,466.86	GARFIELD TRANSIT VILLAGE SVCS	17-0315	317246	
	0010-801-5004-96081	3,055.18	GARFIELD TRANSIT VILLAGE SVCS	18-0308	317246	
	0010-801-5004-96081	673.75	GARFIELD TRANSIT VILLAGE SVCS	18-0308	317246	
						5,195.79
MIDORI GARDENS	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	18-0312	317247	
	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	18-0312	317247	
	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	18-0312	317247	
	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	18-0312	317247	
	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	18-0312	317247	
						13,950.00
MISSION SUPER HARDWARE	0010-801-6517-23050	39.38	TIMER,CORD REEL	18-0185	317248	
	0092-801-4222-23700	13.13	GAS VALVE	18-0227	317248	
	0092-801-4222-23700	13.13-	GAS VALVE-CREDIT	18-0227	317248	
						39.38
MOBILE VISION IN CAR VIDEO	0010-801-3103-22750	75.33	CABLE		317249	
						75.33
MONOPRICE, INC	0010-801-3114-21350	224.80	TONER		317250	
						224.80
MOTOROLA SOLUTIONS C/O ADVANCED ELE	0470-801-5002-99326	353,743.20	POLICE RADIO EQUIPMENT	18-0195	317251	
						353,743.20
MV CHENG & ASSOCIATES INC.	0010-801-1403-31950	4,420.00	TEMPORARY STAFFING SERVICES	18-0010	317252	
						4,420.00
NATIONAL BUSINESS FURNITURE	0010-801-3114-21350	4,384.57	OFFICE CHAIR	18-0300	317253	
						4,384.57
OFFICE DEPOT INC.	0092-801-4223-21350	73.57	PAPER,MARKER,PEN	18-0203	317254	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-4210-24100	65.31	TONER		317254	
	0010-801-3103-22750	88.59	CD SLEEVES		317254	
	0010-801-3210-21350	82.69	BATTERY,STAPLE	18-0211	317254	
	0010-801-3210-21300	382.38	TONER	18-0211	317254	
	0010-801-3210-21350	9.84	TAPE	18-0211	317254	
	0349-801-3201-39400	700.40	DESKS	18-0211	317254	
	0010-801-3114-21350	6.33	NOTE PAD		317254	
	0010-801-3114-21350	79.83	INDEX		317254	
	0010-801-3114-21350	7.52	CLAMPS		317254	
	0010-801-3114-21350	652.61	PAPER,BINDER,TONER,PLANNER		317254	
						2,149.07
OFFICE SOLUTIONS	0010-801-1701-21350	25.67	SELF-ADHESIVE FASTENER		828 *	
	0010-801-1701-21300	46.72	COPY PAPER		828 *	
	0010-801-1702-21300	46.72	COPY PAPER		828 *	
	0010-801-1703-21300	46.72	COPY PAPER		828 *	
	0010-801-1704-21350	68.08	BINDERS		828 *	
						233.91
POWERS ELECTRIC PRODUCTS	0092-801-4222-23400	144.91	REPAIR CRANK SHAFT ASSEMBLY		317255	
	0092-801-4222-23400	100.74	REPAIR ELECTRODE		317255	
						245.65
PROGRESSIVE SOLUTIONS INC	0092-801-1406-24150	357.31	BAR CODE SCANNER		317256	
						357.31
RAFTELIS FINANCIAL CONSULTANTS, INC	0042-850-5002-99024	1,277.50	RATE STUDY-WATER,TRASH,SEWER	17-0643	317257	
						1,277.50
S & J SUPPLY CO.	0092-801-4222-23700	41.17	INDICATOR,STUD,COVER CAP,SCREW		317258	
						41.17
S C FUELS (DBA)	0060-801-4211-22250	11,563.86	FUEL	18-0120	317259	
						11,563.86

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SAN ANDELL SWIMMING POOLS	0092-801-4222-23300	92.62	LIQUID CHLORINE		317260	
						92.62
SAN GABRIEL NURSERY & FLORIST	0010-801-6517-22100	82.60	BEGONIA FLATS,POTTING MIX	18-0174	317261	
						82.60
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	56.90	WATER SERVICES		317262	
	0093-801-4233-22900	113.78	WATER SERVICES		317262	
						170.68
TERESA REAL SEBASTIAN	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		317263	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		317263	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		317263	
						200.00
SHAO-CHIANG "JOHNNY" TIEN	0010-801-6517-39400	70.00	PARKS TRAINING		317264	
	0010-801-6517-39400	70.00	PARKS TRAINING		317264	
						140.00
SHRED-IT US JV LLC	0010-801-3114-38400	301.02	DESTRUCTION SERVICES		317265	
						301.02
SOUTHERN CALIFORNIA EDISON CO.	0010-801-6517-37700	1,903.53	EDISON TRIAL LEASE		317266	
						1,903.53
STAR TROPHIES & AWARDS	0075-450-0075-08420	2,601.94	GOLF TOURNAMENT PLAQUE (TRUST)		317267	
						2,601.94
STETSON ENGINEERS, INC	0093-801-4229-31950	317.13	NPDES PERMIT	18-0317	317268	
	0093-801-4230-31950	317.13	NPDES PERMIT	18-0317	317268	
	0093-801-4226-31950	587.37	NPDES PERMIT	18-0317	317268	
	0092-801-4222-31950	3,511.25	CONSUMER CONFIDENCE REPORT	18-0317	317268	
						4,732.88
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	8,445.80	CITATION PROCESSING		317269	
						8,445.80
SUPREME TROPHIES & GIFTS CO.	0010-801-1101-21350	112.79	NAME BADGES		317270	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SUPREME TROPHIES & GIFTS CO.	0010-801-1201-21350	15.33	NAME BADGES		317270	
						128.12
RICHARD R. TERZIAN	0010-801-3102-31950	700.00	FIRE HEARING SERVICES		317271	
						700.00
THE CHRYSALIS CENTER	0077-801-1111-31950	5,652.58	BID MAINTENANCE	18-0104	317272	
						5,652.58
TIMOTHY F. HENDERSHOTT (DBA) TARTAN	0010-801-3112-38400	5,298.83	POLICE-CHAIRS	18-0237	317273	
						5,298.83
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	17.74	UNIFORMS-D LAM		317274	
	0010-801-3103-22310	5.00	UNIFORMS-A MENA		317274	
	0010-801-3103-22310	126.64	UNIFORMS-L NORRIS		317274	
	0071-801-3120-22310	90.00	UNIFORMS-P YNIGUEZ		317274	
	0075-450-0075-08420	44.35	UNIFORMS-PINS (TRUST)		317274	
						283.73
TRANSTECH	0010-801-5004-96087	280.00	GARVEY DEMONSTRATION GARDEN	18-0305	317275	
	0010-801-5004-96087	70.00	GARVEY DEMONSTRATION GARDEN	18-0305	317275	
	0010-801-5004-96087	140.00	GARVEY DEMONSTRATION GARDEN	18-0305	317275	
	0010-801-5004-96087	5,880.00	GARVEY DEMONSTRATION GARDEN	18-0305	317275	
	0010-801-5004-96087	1,520.00	GARVEY DEMONSTRATION GARDEN	18-0305	317275	
	0010-801-5004-96087	2,610.00	GARVEY DEMONSTRATION GARDEN	18-0305	317275	
	0010-801-5004-96087	300.00	GARVEY DEMONSTRATION GARDEN		317275	
						10,800.00
TSG ENTERPRISES, INC. (DBA) THE SOI	0093-850-4224-82259	2,073.00	LABOR COMPLIANCE PROGRAM	17-0527	317276	
						2,073.00
TYLER TECHNOLOGIES, INC.	0010-801-5004-99067	580.00	POLICE SYSTEM TRAINING	18-0296	317277	
						580.00
U S ARMOR CORP	0229-801-3103-22300	314.81	CONCEALABLE VEST		317278	
	0010-801-3103-22300	314.81	CONCEALABLE VEST		317278	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						629.62
ULINE, INC.	0360-801-3102-11400	308.75	NITRILE MAT		317279	
	0010-801-3102-22300	88.88	SAFETY GLASSES		317279	
						397.63
VALLEY MAINTENANCE CORP.	0010-801-6517-38250	4,300.00	PARKS JANITORIAL SERVICES	18-0180	317280	
						4,300.00
JANELLE A VASQUEZ	0010-701-0010-03630	53.00	REFUND PARKING CITATION		317281	
						53.00
VCA CODE GROUP	0010-701-0010-06100	2,070.74	PLAN CHECK SERVICE	18-0003	317282	
						2,070.74
VICENTE VELAZQUEZ	0010-701-0010-03630	373.00	REFUND PARKING CITATION		317283	
						373.00
VETERINARY HEALTHCARE CENTER	0010-801-3111-31550	25.00	K-9 SUPPLIES/SERVICE		317284	
	0010-801-3111-31550	175.00	K-9 SUPPLIES/SERVICE		317284	
						200.00
PETER WEI	0010-701-0010-04020	15.00	REFUND FACILITY RESERVATION		317285	
						15.00
WEST COAST LIGHTS & SIRENS	0160-801-4211-54050	10,927.14	POLICE CAR CONVERSION-UNIT 127		317286	
	0060-801-4211-54050	10,844.55	POLICE CAR CONVERSION-UNIT 123		317286	
	0060-801-4211-54050	10,883.05	POLICE CAR CONVERSION-UNIT 124		317286	
	0060-801-4211-54050	10,823.27	POLICE CAR CONVERSION-UNIT 125		317286	
	0060-801-4211-54050	10,732.85	POLICE CAR CONVERSION-UNIT 126		317286	
						54,210.86
WESTCO SERVICE COMPANY	0010-801-4210-38150	886.00	AIR CONDITIONING REPAIR	18-0040	317287	
	0010-801-4210-38150	915.00	AIR CONDITIONING REPAIR	18-0040	317287	
	0010-801-4210-38150	903.00	AIR CONDITIONING REPAIR	18-0040	317287	
						2,704.00
WHITE NELSON DIEHL EVANS LLP	0169-801-2201-31800	4,750.00	AUDIT SERVICES		317288	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						4,750.00
WHITTIER FERTILIZER CO.	0010-801-6517-22100	34.73	SOIL MIX	18-0181	829 *	
	0010-801-6517-22100	563.93	TOP SOIL	18-0181	829 *	
						598.66
	TOTAL FOR REGULAR WARRANTS					**2,420,979.45**
	PRINTED	2,416,713.22				
	E-PAYABLE	4,266.23				

* Indicates an E-Payable transaction

TOTAL FOR PREPAID WARRANTS	48,017.63
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	2,416,713.22
TOTAL FOR PRINTED E-PAYABLES	4,266.23
TOTAL WARRANTS	2,468,997.08
TOTAL VOID CHECKS	2
TOTAL PREPAID CHECKS	31
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	109
TOTAL E-PAYABLES PRINTED	8
TOTAL CHECKS ISSUED	148

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	11,785.18	241,596.54	253,381.72
0022	STATE GAS TAX FUND	0.00	5,441.08	5,441.08
0042	SEWER FUND	0.00	1,277.50	1,277.50
0043	REFUSE FUND	27.37	398,594.44	398,621.81
0060	CITY SHOP FUND	12,425.47	62,714.90	75,140.37
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	1,558.43	1,558.43
0065	PAYROLL CLEARING ACCOUNT	1,161.33	0.00	1,161.33
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	169.88	169.88
0075	SPECIAL DEPOSITS FUND	12,729.97	3,672.12	16,402.09
0077	BUSINESS IMPROVEMENT AREA #1	0.00	5,652.58	5,652.58
0092	WATER FUND	9,658.31	56,383.58	66,041.89
0093	WATER TREATMENT FUND	0.00	14,510.34	14,510.34
0109	0PA PROPOSITION A	0.00	560.00	560.00
0110	MEASURE R FUND	0.00	3,624.00	3,624.00
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0159	RECREATION FUND	0.00	0.00	0.00
0160	ASSET FORFEITURE	0.00	72,673.52	72,673.52
0169	CDBG FUND	0.00	4,750.00	4,750.00
0176	MAINTENANCE DISTRICT 93-1	0.00	643.86	643.86
0229	BULLETPROOF VEST POLICE GRANT	0.00	314.81	314.81
0344	MAINTENANCE GRANT (075)	0.00	13,950.00	13,950.00
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	700.40	700.40
0360	SELECTIVE TRAFFIC ENFORCE (4)	0.00	16,269.62	16,269.62
0445	LITERACY TRUST GRANT	230.00	0.00	230.00
0465	GROUND EMERG MEDICAL TRANSPORT	0.00	59,038.00	59,038.00
0470	URBAN AREA INITIATIVE - 2016	0.00	353,743.20	353,743.20
0510	INTEGRATED REGIONAL WATER MGMT	0.00	1,102,287.32	1,102,287.32

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	48,017.63	2,420,979.45	2,468,997.08

City Council Staff Report

DATE: December 20, 2017
AGENDA ITEM NO: New Business
Agenda Item 6-B.

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – November 2017

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 November 30, 2017 invested funds for the City of Monterey Park is $75,121,962.86.

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. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Annie Yaung, CPFO
Director of Management Services

Approved by:

Ron Bow
City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF NOVEMBER 30, 2017

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 11/30/17				**$ 75,121,962.86**
INVESTMENT COMPOSITION				
(1) **LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*		ON DEMAND	1.390%	***$ 65,738,626.14***
(2) **LOCAL AGENCY INVESTMENT FUND**		ON DEMAND	1.180%	***$ 320,336.72***
(3) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%	$ 240,000
ASIAN PACIFIC NATIONAL BANK	03/03/17	09/04/18	1.25%	200,000
CATHAY BANK	08/14/16	08/14/18	1.20%	100,000
PLAZA BANK	08/30/16	02/28/18	1.25%	245,000
PREFERRED BANK	06/06/17	06/06/18	1.25%	100,000
PREFERRED BANK	03/03/17	03/03/18	1.25%	140,000
ROYAL BUSINESS BANK	06/23/17	06/23/18	1.30%	250,000
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%	245,000
BMW BK NORTH AMERICA	09/21/17	03/16/20	1.85%	238,000
SALLIE MAE BANK	10/07/15	10/09/18	1.65%	245,000
GOLDMAN SACHS BANK	10/18/17	10/19/20	1.95%	245,000
CAPITAL ONE NATL BANK	10/25/17	10/26/20	2.00%	245,000
MEDALLION BANK	10/26/15	04/26/18	1.25%	245,000
WEBBANK	10/30/15	07/30/18	1.25%	245,000
WELLS FARGO BANK	11/12/15	11/13/18	1.40%	245,000
COMPASS BANK BIRMINGHAM	12/09/15	12/11/17	1.30%	245,000
CADENCE BANK	02/10/16	02/12/18	1.25%	245,000
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%	200,000
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%	245,000
BANK NORTH CAROLINA THOMASVILLE	05/27/16	02/27/18	1.00%	245,000
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%	245,000
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%	245,000
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%	245,000
WHITNEY BANK	01/25/17	01/25/19	1.55%	245,000
CAPITAL ONE BANK	02/15/17	08/15/18	1.35%	245,000
MERRICK BK SOUTH	04/19/17	04/18/19	1.50%	245,000
AMERICAN EXPRESS BANK	05/03/17	05/04/20	1.80%	245,000
LAKESIDE BANK CHICAGO	05/10/17	05/11/20	1.65%	245,000
BANK OF HOPE	05/26/17	11/26/19	1.70%	245,000
WEX BANK	06/02/17	06/02/20	1.80%	245,000
BROOKLINE BANK	06/29/17	06/28/19	1.65%	245,000
MB FINANCIAL BANK	08/24/17	02/24/20	1.75%	245,000
DISCOVER BANK	09/01/17	09/01/20	1.90%	245,000
ALLY BANK MIDVALE	10/06/17	10/05/20	1.95%	245,000
FIRST TECH FEDERAL CREDIT UNION	10/16/17	10/16/19	1.80%	245,000
DIRECT CFED CREDIT UNION	11/22/17	11/23/20	2.00%	245,000
GRAND RIVER BANK	11/28/17	05/28/20	1.80%	245,000
MORGAN STANLEY BANK	11/30/17	12/02/19	1.90%	245,000
NATIONWIDE BANK	11/30/17	08/31/20	2.00%	245,000
TOTAL CDs (39)		Average	1.536%	***$ 9,063,000.00***

OTHER INFORMATION:

BANK BALANCE: [1]	$ 4,705,251.41
AVERAGE MATURITY DAYS	63
AVERAGE INTEREST RATE FOR THE MONTH	1.406%

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.

INTEREST EARNINGS FOR 1ST QUARTER 2017-2018	$ 89,780.86
THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.	
3-MONTH T-BILL	1.23%

(1) Bank balance is maintained to cover outstanding warrants and payroll checks as well as compensated balances.

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF OCTOBER 31, 2017

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 10/31/17		
At Cost	$ 26,631,440,435	$ 149,481,362
At Market	$ 26,434,137,009	$ 147,754,381
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	9.76%	33.45%
United States Government and Agency Obligations	65.45%	34.97%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	24.54%	0.00%
Municipal Obligations	0.06%	2.86%
Corporate and Deposit Notes	0.19%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	28.72%
1-60 days	33.72%	0.00%
61 days-1 year	11.56%	45.85%
Over 1 year	54.72%	54.15%
Weighted Average Days to Maturity	625	

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-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

(1) Approve the minutes from the regular meeting of November 15, 2017; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Jesus Hernandez
Minutes Clerk

Approved By:

Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
NOVEMBER 15, 2017

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, Wednesday, November 15, 2017 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 7:00 p.m.

FLAG SALUTE:
The Monterey Park Police Explorers

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present:	Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	Peter Chan

ALSO PRESENT: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, City Librarian Norma Arvizu, Interim Public Works Director Tito Haes, Interim Director of Recreation & Community Services Robert Aguirre, Police Captain Kelly Gordon, Senior Planner Samantha Tewasart, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS

- Shannon Asquith, manager for the Animal Care Center in Downey, introduced the services of the Animal Care Center in Downey for Los Angeles County Animal Care and Control and showcased one of their puppies available for adoption.

- Shelton Dong and Alyssa Wong, Mark Keppel High School students, provided an update on the upcoming school events.

- Tom Cody announced that the Cody's household has committed to adopting the puppy.

1. PRESENTATIONS
None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF NOVEMBER 15, 2017

See Successor Agency Minutes

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT - OCTOBER 2017

See Successor Agency Minutes

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

3. CITY OF MONTEREY PARK CONSENT CALENDAR
None.

4. PUBLIC HEARING

4A. CONSIDER THE PROPOSED CODE AMENDMENTS TO SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS.

Staff is requesting a continuance of the proposed code amendment to allow for additional time to incorporate more information and further expand on the proposed regulations.

Action Taken: The City Council opened the public hearing at 7:18 p.m.; and continued the application to the meeting of December 6, 2017.

Motion: Moved by Council Member Ing and seconded by Council Member Liang, motion carried by the following vote:

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

4B. CONSIDER AN ORDINANCE AMENDING MPMC CHAPTERS 21.04 AND 21.24 REGULATING SIGNS (CA-17-02)

On September 12, 2017, the Planning Commission reviewed proposed amendments to the Monterey Park Municipal Code ("MPMC") governing signage in residential zones. The Planning Commission provided comments and continued the item to allow staff additional time to address the comments.

At the meeting, the Planning Commission requested further information and clarifications for the freeway oriented and monument signs. Staff provided the requested information at the meeting of September 26, 2017. The Planning Commission was satisfied with the added information, which provided further clarity to the proposed code amendments. On October 10, 2017, the Planning Commission considered the proposed amendments. Thereafter, the Commission unanimously approved a resolution recommending that the City Council amend MPMC Chapters 21.04 and 21.24.

CEQA (California Environmental Quality Act):
The consideration of the recommendations to the City Council for amending the Monterey Park Municipal Code is exempt from the California Environmental Quality Act ("CEQA") for two reasons. First, pursuant to CEQA Guidelines, 14 California Code of Regulations § 15061(b) (3), the ordinance is exempt from CEQA because it can be seen with certainty that the proposed changes will not have significant effects on the environment. In addition, the proposed amendments are not a project as defined under § 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or ultimately.

Recommendation: The City Council (1) Opening the public hearing; (2) Taking documentary and testimonial evidence; (3) Closing the public hearing and considering the draft ordinance; (4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for December 6, 2017

Public Speakers:

Camilla Lim, Representative of Saint Thomas Aquinas Church, spoke about need for a sign for the church.

David Barron spoke about monstrous lighted signs that are already in place in residential areas.

Action Taken: The City Council (1) opened the public hearing at 7:20 p.m.;(2) took documentary and testimonial evidence; (3) closed the public hearing at 7:30 p.m. and continued the matter for the December 20, 2017 Council Meeting; and directed staff to bring back at the December 20, 2017 council meeting for the consideration the proposed ordinance and samples of visual rendering of signage, sizes, height comparison using Saint Thomas Aquinas Church and the Veterinary Healthcare Center as examples.

Motion: Moved by Council Member Liang and seconded by Council Member Ing, motion carried by the following vote:

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

5. OLD BUSINESS

None.

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF NOVEMBER 15, 2017

Disbursements will be made from the funds referenced in the resolution that was attached to the staff report in Warrants numbered 316733-316932 and e-Payables numbered 000791-000806.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11972 allowing certain claims and demands per Warrant Register dated November 15, 2017 totaling $607,629.69 specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11972 , entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 15TH OF NOVEMBER 2017 TOTALING $607,629.69 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. MONTHLY INVESTMENT REPORT – OCTOBER 2017

As of October 31, 2017 invested funds for the City of Monterey Park is $74,881,361.74.

Action Taken: The City Council received and filed the monthly investment report.

Motion: Moved by Council Member Ing and seconded by Council Member Liang motion carried by the following vote:

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

6C. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPROVING AND ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 721 FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2017 TO JUNE 30, 2019

Representatives of the City of Monterey Park met on numerous occasions with representatives of the approximate 117 members of the Monterey Park SEIU Employee Association regarding wages, medical, dental and vision benefits, educational incentive allowances, longevity and other terms and conditions of employment. The results of these negotiations are contained in the Memorandum of Understanding (MOU), that was attached to the staff report, which is being presented to the City Council for approval by adopting an implementing Resolution.

A summary of the MOU provisions include:

- A 3% salary increase in both years of the two year 2017-2019 agreement based on the classification salary table.
- Increase medical plan contribution of $250 over the two year proposal ($125 each year for each member).
- Increase of $20 a month for city dental insurance contributions and $16mo. for vision insurance contribution.

- Increase of an average of $50 a month for education incentive pay; slight increase to higher tuition reimbursement cap; and up to $25 bi-weekly matching deferred compensation contribution.
- Increase accrued leave cash-out of 25 hours annually.
- New longevity compensation ($100) in the 21st year of continuous City service and increase of $150 in the 26th year of employment with the City of Monterey Park.
- Increased Life Insurance from $50K to $100K.
- Total 2-year contract cost is: $1,285,715.

Action Taken: The City Council adopted Resolution No. 11973 approving implementation of a Memoranda of Understanding between the City of Monterey Park and the Monterey Park Confidential Employee Association; and authorized the expenditure of $452,687 for the 2017-2018 fiscal year, and amended the 2017-2018 Budget accordingly.

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

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

Resolution No. 11973 entitled:
A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2017-2019 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 721

6D. INNOVATIVE INTERFACES MILLENNIUN SYSTEM MAINTENANCE AGREEMENT

The Innovative Interfaces, Inc., System is the sole source for the Millennium windows automation operational and integrated system that supports all of the library's collective data and internal information regarding our library collection inventory, cataloguing processes, patron records and checkout and check in of all our loaned collection. This internal software system is housed in the library's onsite internal server system in the Technical Services division area of the library. This maintenance agreement supports the cost of the internal software upgrades to support the system and takes a great deal off staff time in managing the conversion of such vital information in serving the public on a daily basis.

Innovative Interfaces Millennium system continues to provide the ability to view Asian language characters titles along with Spanish in our collection. Innovative Interfaces has proven to be reliable and easy to use for both staff and the public. Innovative Interfaces Inc., continues to work well with staff and has a proven technical support system that operates efficiently and consistently well in our library integrated systems. The library is in the planning stages to move to a cloud based server integrated system by the year 2020 and needs to maintain the onsite server based systems until then.

Public Speakers:

David Barron encouraged the City Council to approve the contract.

Action Taken: The City Council authorized the City Manager to execute an agreement with Innovative Interfaces Inc., for software maintenance, in a form approved by the City Attorney, at an annual rate of $39,445.92 for Fiscal Year 2017/18 and 2018/19 for a total cost of $78,891.84 as amended not to exceed the annual rate of $34,445.92 and not to exceed the Fiscal Year total of $78,891.84 for one year with the option to extend for another year; and change the termination notification period from 90 days to 30 days.

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

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

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

7A. RESOLUTION DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER" TO RAISE AWARENESS TO PROSTATE AND OTHER MALE CANCERS (Requested by Mayor Real Sebastian)

The Movember Foundation is the leading global organization committed to changing the face of men's health. The Movember community has raised $769 million to date and funded over 1,200 programs in 21 countries. This work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health problems.

Action Taken: The City Council adopted Resolution No. 11974 declaring the month of November as “Movember.”

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

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

Resolution No. 11974 entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER," AN ANNUAL EVENT INVOLVING MEN GROWING MOUSTACHES DURING THE MONTH TO RAISE AWARENESS OF PROSTATE CANCER AND OTHER MALE CANCER AND ASSOCIATED CHARITIES

Mayor Pro Tem Lam invited the community to attend his Mayoral Installation on December 28th, and invited everyone to attend the December 20th Council Meeting to support Mayor Real Sebastian last speech as Mayor.

Council Member Liang announced he attended the Veteran's Day Memorial Ceremony, participated in the basketball game at the Garvey Ranch Basketball Court Ribbon Cutting Ceremony, and the #3 "Best Places to Live" Celebration.

Council Member Ing said he also attended the Garvey Ranch Basketball Court Ribbon Cutting Ceremony and participated in the basketball game.

Mayor Real Sebastian announced the Household Hazardous and E- Waste Collection at East Los Angeles College on November 18. She also invited everyone to the Holiday Snow Village on December 1 at Barnes Park. She declared December 20th as Ugly Sweater Day and asked that those in attendance to wear their ugly sweater for her last council meeting as Mayor.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:36 p.m.

_____
Vincent D. Chang
City Clerk

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Seek City Council consent to allow the installation of solar facilities under the City's agreement with Monterey Park Apartments Housing Investors, LP c/o LINC Community Development Corporation .

RECOMMENDATION:

It is recommended that the City Council consider:

1. Allowing Monterey Park Apartments Housing Investors, LP c/o LINC Community Development Corporation to install solar facilities and authorizing the City Manager memorialize such authority as appropriate; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park is one of the lenders of the Mosaic Gardens at Monterey Park affordable housing project across the street from City Hall. LINC Community Development Corporation, the entity that developed Mosaic Gardens, has created its own solar energy subsidiary, SEED (Sustainable and Energy Efficient Development) Solar, to develop a platform to bring energy savings to five properties in Southern California, one of which would be the Mosaic Gardens at Monterey Park apartments. To accommodate the installation of the solar facilities at Mosaic Gardens, the solar project investors is asking that LINC record an easement allowing SEED Solar to own, build, operate, and maintain the solar systems for 20 years, with a possible 5 year extension. Since the City of Monterey Park is one of the lenders, such decision requires review and approval by the City Council.

BACKGROUND:

Over the past few years, LINC devoted substantial energy and investment in advancing sustainability in the affordable housing industry. LINC Housing has created its own solar energy subsidiary, SEED (Sustainable and Energy Efficient Development) Solar, to develop a platform to bring energy savings to five properties in Southern California, one of which would be the Mosaic Gardens at Monterey Park apartments across the street from City Hall. By generating its own electricity, SEED Solar will provide a much lower rate than the utility company can provide, and in the Mosaic Gardens at Monterey Park property, an upfront investment will ensure free power for 20 years.

LINC believes that developing solar systems for affordable housing properties is the right thing to do for its communities and the environment. Utility costs are some of the largest operating expenses in subsidized multi-family rental buildings. Reducing operating expenses in affordable multi-family buildings enable owners to maintain affordable housing at lower rents for residents, and free up capital to invest in resident services and building improvements. In addition, generating energy from renewable sources will both reduce properties' negative impacts on the environment and ensure energy supply security and resilience during power outages.

PROPOSAL:

LINC Housing provided the following information regarding the solar facilities project: "In order to maintain affordable rents for our low income residents and harness more environmentally-friendly energy sources, LINC Housing is pursuing the installation of solar photovoltaic systems on five of its properties in Southern California. The project is called SEED Solar. SEED Solar is a new business venture for a LINC subsidiary, one that helps LINC earn revenue over time. LINC can reduce electricity costs to its properties while also assisting LINC in its mission and financial sustainability. SEED Solar will own and operate the solar system and provide power to the property-owning partnership."

"The SEED Solar project entails the installation of solar facilities at 5 affordable housing properties in the LINC Housing portfolio. The housing properties included in the project are located in Lancaster, Santa Ana, Ontario, Fresno and Monterey Park. Of the five locations, four have executed the attached documents with the exception of Monterey Park."

"SEED Solar will own and operate the solar system and provide power to the property-owning partnership. It will cover all costs associated with purchasing and installing the solar system as well as assembling the financing to install the 25 systems at the 5 affordable housing properties included in the project. SEED Solar is paid a developer fee of $150,000 for its project management work on the 5 properties included in the project."

"As it relates to the Mosaic Gardens at Monterey Park property, the property-owning partnership will pay an upfront cost of $36,500 in return for free power for 20 years. Over a 30 period, it is estimated that switching over to solar generation will cumulatively save approximately $103,072 in utility costs which LINC has stated will go back into the property to maintain rents at affordable levels and to assist with building maintenance related issues."

"The solar system installed at Mosaic Gardens at Monterey Park property will utilize solar photovoltaic technology. Solar photovoltaic technology produces electricity used directly on the property and reduces the need for power purchased from the grid. The success of the solar photovoltaic systems will be measured by the amount of kilowatts they produce. Once installed, the system will generate 100% of the common area electricity."

REQUESTED ACTION:

A component of the financing package for the Mosaic Gardens at Monterey Park project in 2015 included the City contributing HOME Investment Partnerships Program funds to assist in the development of affordable rental units. Since the City of Monterey Park is one of the lenders, the solar project investors are requiring that LINC record an easement allowing SEED Solar to own, build, operate, and maintain the solar systems for 20 years, with a possible 5 year extension. City staff reviewed LINC's SEED Solar proposal. Since the proposal would modify and/or add terms to the existing agreements already executed between the City of Monterey Park, LINC Community Development Corporation and other lending entities, the City Council must approve the proposal.

FISCAL IMPACT:

LINC Community Development Corporation is responsible for all costs associated with plan review, building permits and inspections for the proposed solar facilities. Based on discussions with representatives from LINC, the proposed subordination agreement will not affect the repayment of the HOME funding in the future.

Respectfully submitted:

By: _____
Michael Huntley,
Director of Community and Economic Development

Approved by:

_____
Ron Bow, City Manager

Reviewed by:

_____
Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

Attachment 1 – SEED Solar Project Summary
Attachment 2 – Consent and Approval Document
Attachment 3 – Subordination, Non-Disturbance and Attornment Agreement

ATTACHMENT 1
SEED Solar Proposal

SEED SOLAR PROJECT SUMMARY

PROJECT BASICS

In order to maintain affordable rents for our low income residents and harness more environmentally-friendly energy sources, LINC Housing is pursuing the installation of solar photovoltaic systems on its properties in Southern California. The project is called SEED Solar.

LINC Housing Properties Impacted: 5
Solar Systems Installed: 25
Total Project Cost: $2.6 Million
Solar Generation:
1,200 Megawatt hours / year
Project Installation: 3rd Quarter 2017

1 LINC Housing has already installed several solar systems on its properties and provided job training in the process. Above is the crew that installed the Bechwood Stage 1 system.

OVERALL PROJECT DESCRIPTION

Utility costs are one of the two largest operating expenses in subsidized multifamily rental buildings.[1] Reducing operating expenses in affordable multifamily buildings enables owners to maintain affordable housing at lower rents for residents and free up capital to invest in resident services and building improvements. In addition, generating energy from renewable sources reduces properties' negative impacts on the environment.

Project benefits include:

1. Positive contribution to the environment and reduced carbon emissions; and
2. Energy conservation
3. Energy supply security and resilience in times of power outages
4. Reduced operating expenses and more stable properties

SEED Solar will result in $40,000/year of cost savings via reduced energy costs. Over 20 years the project is expected to provide an estimated $1.75 million in savings. Those savings, in turn, will allow LINC to maintain affordability for 2,000 apartments by reducing operating expenses by *$20/unit/year*, enabling LINC to invest in resident services and maintain stable rents for its residents, whose average income is less than $25,000/year.

Our hope is that this project will become a model for other affordable housing owners across the country for developing renewable energy on a portfolio-wide basis. We look forward to sharing our experience and the knowledge we gain with the broader affordable housing community.

[1] Lee, Christopher, 2012 Survey of Operating Income & Expenses in Rental Apartment Communities [Executive Summary] (Arlington, VA: National Apartment Association, 2012).

PROPERTIES

The solar project entails the installation of solar on 5 affordable housing properties in the LINC Housing portfolio. The properties represent approximately 2,000 units of affordable housing, most available to residents at 30-60% of Area Median Income.

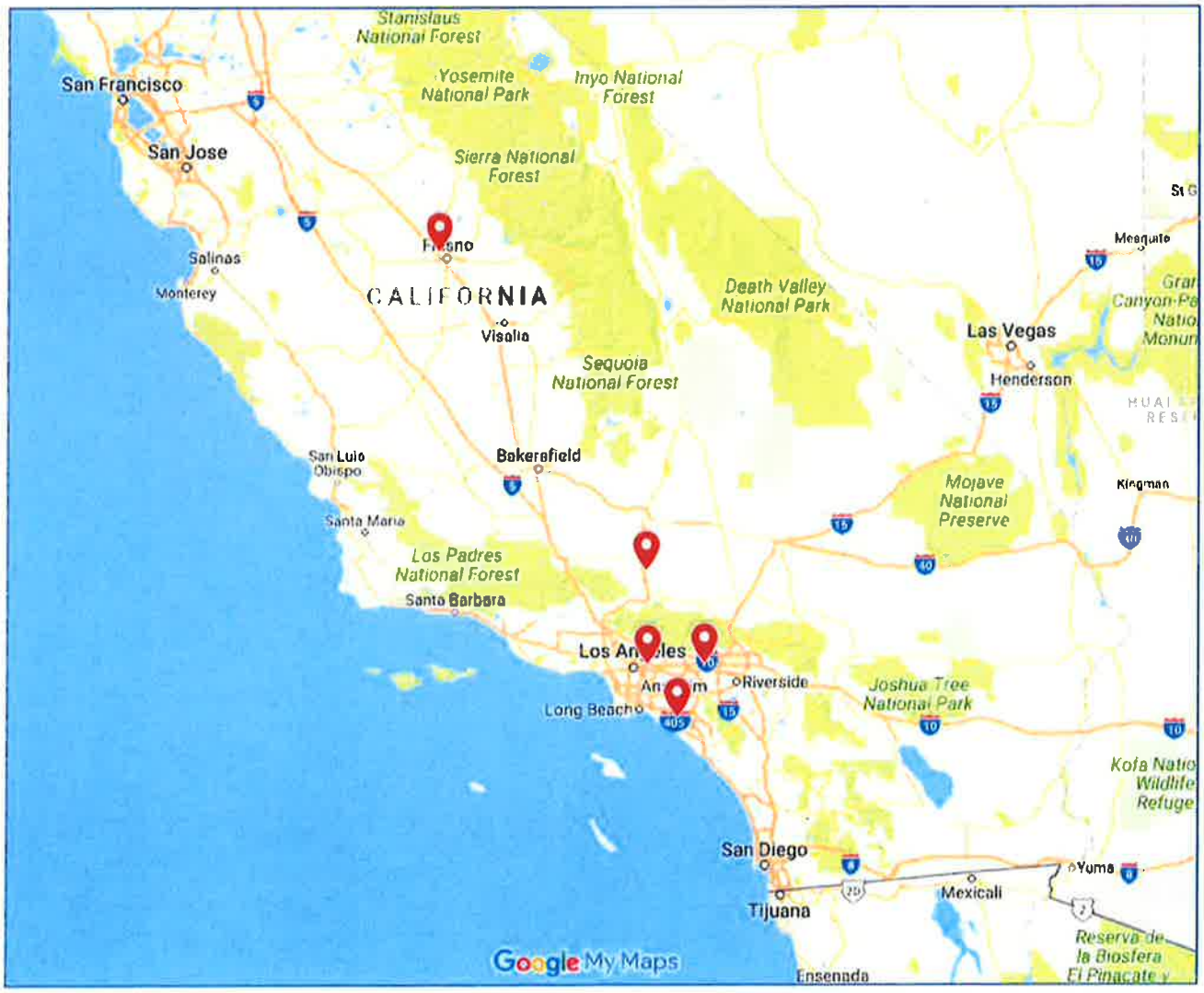
1. **Village at Beechwood**
   44063 Beech Avenue, Lancaster, CA

2. **City Gardens Apartments**
   2901 North Bristol St., Santa Ana, CA

3. **Seasons at Ontario**
   955 N. Palmetto Avenue, Ontario, CA

4. **The Pleasant View Apartments**
   3505 N. Pleasant Avenue, Fresno, CA

5. **Mosaic Gardens at Monterey Park**
   236 S. Ramona Ave., Monterey Park, CA

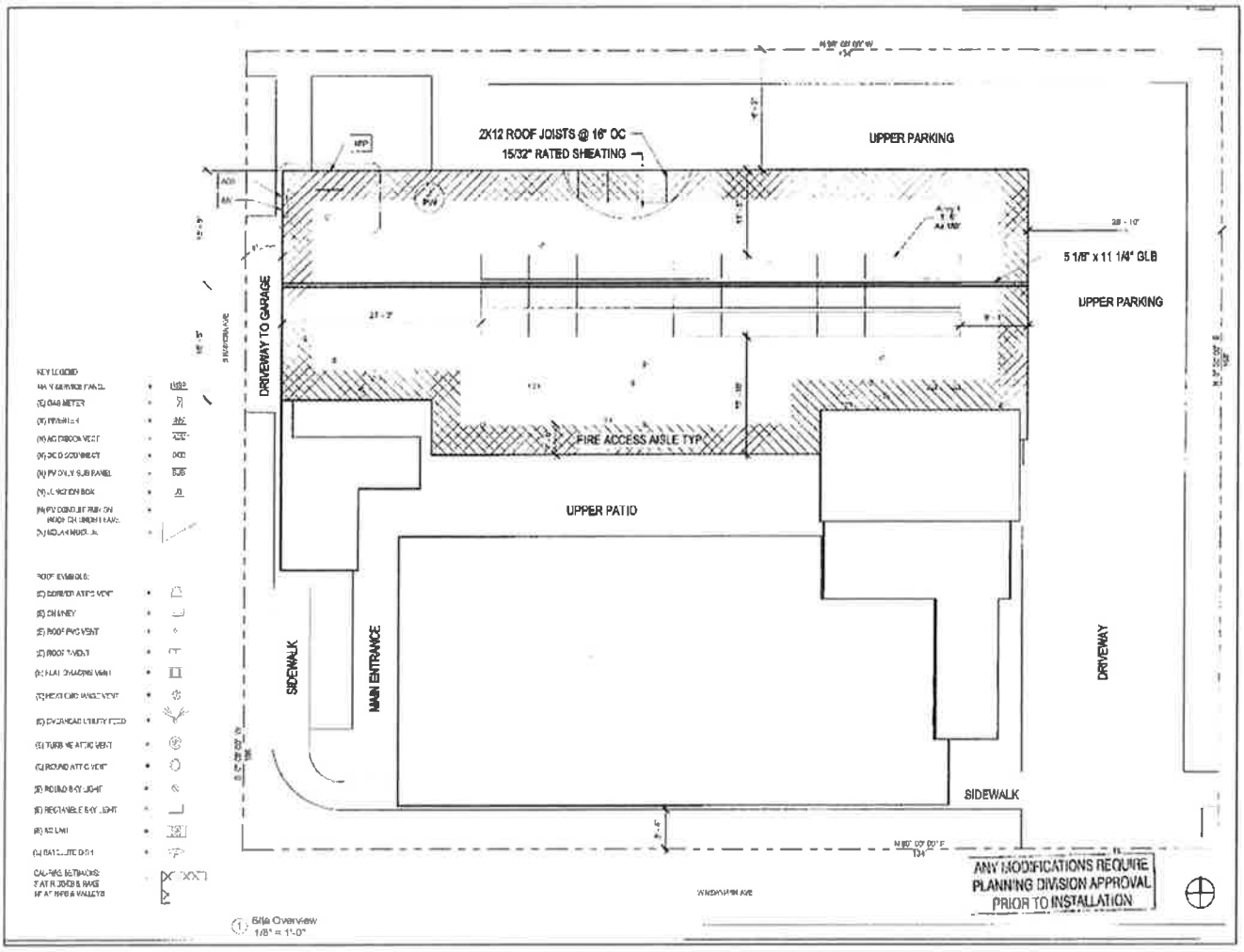


Mosaic Gardens at Monterey Park

Mosaic Gardens will utilize solar photovoltaic technology. Solar photovoltaic technology produces electricity used directly on the property and reduces the need for power purchased from the grid. The success of the solar photovoltaic systems will be measured by the amount of kilowatts they produce. The system will incorporate online monitoring systems for measuring energy production and identifying maintenance issues in real time.

Power Purchase Agreement Highlights
A new organization established by LINC Housing will own and operate the solar system and provide power to the property-owning partnership. It will cover all costs associated with purchasing and installing the solar system. It is responsible for maintaining all roof warranties and protecting all aspects of the property. The property-owning partnership pay $36,500 up front in return for free power for 20 years. The system will generate 100% of the common area electricity.

Mosaic Gardens System Design


2X12 ROOF JOISTS @ 16" OC
15/32" RATED SHEATING
UPPER PARKING
5 1/8" x 11 1/4" GLB
UPPER PARKING
DRIVEWAY TO GARAGE
FIRE ACCESS AISLE TYP.
UPPER PATIO
SIDEWALK
MAIN ENTRANCE
DRIVEWAY
SIDEWALK
ANY MODIFICATIONS REQUIRE PLANNING DIVISION APPROVAL PRIOR TO INSTALLATION
1 Site Overview
1/8" = 1'-0"

Mosaic Gardens: Annual Solar Savings

System Size (KW)	11
Total PV Output (Kwh/year)	19,558
Utility Power Rate ($/kwh)	$0.15
Total Power Value ($/year)	$2,934
Initial Investment	$36,500
Total Savings	$139,572
IRR	10%

Mosaic Gardens: Lifetime Solar Savings

	Power Value 3% Escalation
Year 1	$2,934
Year 2	$3,022
Year 3	$3,112
Year 4	$3,206
Year 5	$3,302
Year 6	$3,401
Year 7	$3,503
Year 8	$3,608
Year 9	$3,716
Year 10	$3,828
Year 11	$3,943
Year 12	$4,061
Year 13	$4,183
Year 14	$4,308
Year 15	$4,437
Year 16	$4,571
Year 17	$4,708
Year 18	$4,849
Year 19	$4,994
Year 20	$5,144
Year 21	$5,299
Year 22	$5,458
Year 23	$5,621
Year 24	$5,790
Year 25	$5,964
Year 26	$6,143
Year 27	$6,327
Year 28	$6,517
Year 29	$6,712
Year 30	$6,913
Total Savings	**$139,572**

LINC Housing

SEED SOLAR

ROOF PROTECTION PROGRAM

The following steps are being taken to protect the roofs at each property:

Predevelopment

1. Ownership is bringing in a roofer to make minor repairs and turn over roofs to installers in top condition.

Installation

Provisions included in the Power Purchase Agreement expressly outline the solar company's responsibility in protecting the roofs and maintaining the roof warranties.

1. SEED Solar will contact the roof warranty holder and provide the property with confirmation from the warranty holder that the proposed solar design does not interfere with the roof warranty in any way.
2. Before solar installation starts, SEED Solar and property representative will walk the roofs and document the roof condition.
3. SEED Solar is responsible for any roof damage that occurs during installation. The Company is also responsible for any collateral damage that may occur from any roof damage, such as drywall damage from a roof leak.
4. SEED Solar and all subcontractors are required to follow the attached roof protection protocol during installation process.
5. After installation completion, SEED Solar and a property representative will walk the roofs and ensure there is no damage.

Longterm Warranty & Maintenance

1. SEED Solar is responsible to repair any leaks caused by racking system over time. SEED Solar is also responsible for any collateral damage that occurs due to leaks.
2. SEED Solar is required to repair leaks within 48 hours. Otherwise, the property has the right to hire a contractor to make the repair and get reimbursed by SEED Solar.
3. If non-solar-related roof leaks occur, SEED Solar is responsible for removing the panels in affected area as soon as possible.

SEED Solar: Mosaic Gardens at Monterey Park

LINC Housing and SEED Partners

LINC is committed to building and preserving housing that is affordable, environmentally sustainable, and a catalyst for community improvement. And through our LINC Cares program, we're also providing life-enhancing services that improve the quality of life for our residents.

Over the past few years LINC has devoted substantial energy and investment in advancing sustainability in the affordable housing industry. Through Sustainable and Energy Efficient Development (SEED) Partners, LINC's sustainable arm, we have developed innovations at both the material and financing level. One example is one of LINC's projects, Village at Beechwood in Lancaster, CA, where we developed one of the first near-zero net energy through retrofitting affordable housing properties in the nation, and in City Gardens Family Apartments, we were the first property in the nation to utilize a Fannie Mae Green Refinance Plus Loan to layer in green retrofits as part of its refinance process.

Now, LINC Housing has created our own solar energy subsidiary, SEED Solar, to develop a platform to bring energy savings to five properties in Southern CA. Through generating its own electricity, SEED Solar will provide a much lower rate than the utility company can provide, and in the Mosaic Gardens at Monterey Park property, an upfront investment will ensure free power for 20 years. In future developments, we hope to also add storage (battery) to reduce residents' demand charge.

Five Property Project Description (specifics related to Mosaic Gardens at Monterey Park below)

We are installing 25 solar systems that will generate 1,200 MWh/year, with a total project cost of $2.6 million. The properties that will be receiving this solar energy represent around 545 units of affordable housing, most available to residents at 30-60% of Area Median Income. We have been able to successfully finance the solar systems of these five properties by financing them as one project.
Currently we are continuing to push the envelope by executing the SEED Solar project and through committing to decreasing the energy use of our entire portfolio by 30% through the Better Building Challenge. We also work extensively with the Electric Power Research Institute (EPRI) and the California Energy Commission to develop these cutting-edge projects.

Rationale

We believe developing solar systems for affordable housing properties is the right thing to do for communities and the environment. Utility costs are some of the largest operating expenses in subsidized multifamily rental buildings. Reducing operating expenses in affordable multifamily buildings enable owners to maintain affordable housing at lower rents for residents, and free up capital to invest in resident services and building improvements. In addition, generating energy from renewable sources will both reduce properties' negative impacts on the environment and ensure energy supply security and resilience during power outages.

Furthermore, SEED Solar is a new business venture for a LINC subsidiary, one that helps us earn revenue over time. We can reduce electricity costs to the property while also assisting LINC in its mission and financial sustainability. SEED Solar will own and operate the solar system and provide power to the property-owning partnership. It will cover all costs associated with purchasing and installing the solar system as well as assembling the financing to install the 25 systems. It is responsible for maintaining all roof warranties and protecting all aspects of the property. SEED Solar is paid a developer fee of $150,000 for its project management work on the 5-property project. Mosaic Garden's property-owning partnership pay $36,500 up front in return for free power for 20 years. The system will generate 100% of the common area electricity.

Our hope is that this project will become a model for other affordable housing owners across the country for developing renewable energy on a portfolio-wide basis. We look forward to sharing our experience and the knowledge we gain with the broader affordable housing community.

Project Benefits

1. Positive contribution to the environment and reduced carbon emissions; and
2. Energy conservation
3. Energy supply security and resilience in times of power outages
4. Reduced operating expenses and more stable properties

Mosaic Gardens at Monterey Park (MG-MP)

MG-MP will utilize solar photovoltaic technology. Solar photovoltaic technology produces electricity used directly on the property and reduces the need for power purchased from the grid. The success of the solar photovoltaic systems will be measured by the amount of kilowatts they produce. The system will incorporate online monitoring systems for measuring energy production and identifying maintenance issues in real time.

The solar energy generated at MG-MP will provide considerable savings. There will be an upfront investment of $36,500 for the solar panels, and this will cover 20 years of power. Without solar, electricity provided by Southern California Edison is predicted to escalate in value by 3% a year, leading to a total cost of $139,572 over 20 years. Switching to solar generation will cumulatively save $103,072 from utility costs.

Easement Request

Because the City is a lender, the solar project investors require that we record an easement allowing SEED Solar to own, build, operate, and maintain the solar systems for 20 years, with a possible 5 year extension.

ATTACHMENT 2
Consent and Approval Document

CONSENT AND APPROVAL
(Solar Facility – Monterey Park)

This Consent and Approval dated effective as of December 1, 2017 (the "**Effective Date**"), is given by Raymond James California Housing Opportunities Fund IV L.L.C., a Florida limited liability company (the "**Investor Limited Partner**"), and delivered to LINC-Monterey Park Apartments Housing Investors, LP., a California limited partnership (the "**Partnership**"), and LINC-Monterey Park Apartments, LLC, a California limited liability company (the "**Managing General Partner**").

RECITALS

A. The Managing General Partner is requesting consent from Investor Limited Partner for the construction, installation and operation on one or more buildings owned by the Partnership (the "**Site**") of a solar renewable energy project (the "**Solar Project**") as described in **Exhibit A**.

B. The owner of the Solar Project will be SEED Solar LLC, a California limited liability company (the "**Solar Project Owner**"). The managing member of the Solar Project Owner is SEED Solar Manager LLC, a California limited liability company, wholly-owned by LINC Housing Corporation, a California nonprofit public benefit corporation ("**LINC**"). LINC is also the 24% member of the Managing General Partner.

AGREEMENT

1. **Approval and Consent.** Notwithstanding anything to the contrary set forth in the Amended and Restated Limited Partnership Agreement of the Partnership dated February 1, 2015 by and among Investor Limited Partner and Managing General Partner (the "**Partnership Agreement**"), the Investor Limited Partner hereby consents (i) to the development on the Site of the Solar Project, at the sole cost and expense of the Solar Project Owner, as described in **Exhibit A**, including any governmental permits, if any required to be obtained by the Partnership, and (ii) to the execution, delivery and performance by the Partnership of the terms and conditions substantially as set forth in the form of Power Purchase Agreement attached hereto as **Exhibit B**. Notwithstanding anything to the contrary set forth herein, this Consent and Approval shall not become effective until the Managing General Partner has obtained any and all approvals and consent necessary to undertake the transactions contemplated herein, including, without limitation, any consents necessary from any lender of the Building Owner.

2. **Notice.** The Investor Limited Partner hereby acknowledges that notice has been received pursuant to the notice requirements of the Partnership Agreement, with regard to the above consent.

The undersigned has executed this Consent and Approval, as of the date first above written.

Investor Limited Partner

Raymond James California Housing Opportunities Fund IV L.L.C., a Florida limited liability company

By: RJ CHOF IV L.L.C., a Florida limited liability company, its Managing Member/Manager

By: Raymond James Tax Credit Funds, Inc., a Florida corporation, its Sole Member/Manager

By: _____
Steven J. Kropf, President

Richard L. Cargo, COO

Exhibit A
Project Description

An approximate 11 KW photovoltaic system owned, operated and maintained by SEED Solar LLC, a California limited liability company (the "**Solar Project Owner**"), financed by the Solar Project Owner with energy investment tax credit equity and equipment loan financing, to be installed and affixed on the roof of the building(s) located at 321, 325, 341, 371 E. Pomona Boulevard, 534 N. Chandler Avenue, 236 S. Ramona Avenue, Monterey Park, California.

Exhibit B
Form of Power Purchase Agreement

(Attached)

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement"), is dated as of December 1, 2017 (the "Effective Date"), between LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership ("Building Owner"), and SEED Solar LLC, a California limited liability company ("Equipment Owner"). Capitalized terms are defined in *Section 16(A)*.

1. Services Provided by Equipment Owner.

A. **Installing Equipment.** Equipment Owner shall design, procure, install, and test Equipment capable of delivering electricity, all in accordance with this Agreement.

B. **Operating and Maintaining Equipment.** Equipment Owner shall design, obtain permits, install, operate, and maintain the Equipment so as to keep it in good condition and repair, in compliance with Applicable Law and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular (the "Equipment Operations"). Such work shall be at Equipment Owner's sole expense. As part of the Equipment Operations, Equipment Owner shall also: (1) regularly inspect Equipment, performing tests no less than two times per year to confirm the level of operability, performance utilization and efficiency consistent with design expectations, (2) provide and install replacement parts and components promptly as part of a preventative maintenance program, and as necessary to ensure proper production and delivery of electricity, all at no charge to Building Owner, (3) ensure that its agents, employees, invitees and visitors do not to create any unnecessary nuisance, or substantially interfere with the business operations of any other person, tenant, unit owners or others in the Building or Building Owner in its use of the Building (including the Site), and (4) ensure that the Meter will fairly and accurately collect and report the information necessary to calculate the Energy Fees set forth in *Section 2* and that such equipment meets or exceeds applicable certification standards. Building Owner shall pay for any independent testing of the Meter in excess of that provided for above, except that if, after such testing, the Meter is shown to be in error by more than 1%, Equipment Owner shall pay for the cost of such test and shall make corresponding adjustments to the records of the amount of electrical energy provided by the Equipment based on the period that is half-way in between the date of this testing and the last testing date of the meter. If there is an error of less than or equal to 1% no billing adjustments will be made. In the event there is an error of greater than 1%, Equipment Owner shall adjust the next invoice to be provided to Building Owner under *Section 2(C)* hereof, to either charge the Building Owner additional amounts for energy produced over the stated meter amount during the applicable period at the applicable rate or provide Building Owner a credit against future billing for energy produced under the stated meter amount during the applicable period, provided, however, that any deficiencies or credits not theretofore applied or satisfied at the expiration of the Term or early termination of this Agreement shall be settled in cash.

C. **Delivery of Electricity.** The electric energy from the Equipment shall be delivered from Equipment Owner to Building Owner at the Delivery Point and otherwise in

compliance with all requirements of the Local Electric Utility. Equipment Owner does not warrant or guarantee the amount of electric energy to be produced by the limits on Equipment for any hourly, daily, monthly, annual or other period. Equipment Owner is not a utility or public service company and does not assume any obligations of a utility or public service company to supply Building Owner's electric requirements. Title to and risk of loss with respect to the energy shall transfer from Equipment Owner to Building Owner at the Delivery Point.

D. **Back-up and Supplemental Electricity**. Except as otherwise provided herein, throughout the Term, Building Owner shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Equipment and pay for such service pursuant to contracts with or applicable tariffs of an Electric Service Provider. Equipment Owner shall have no obligation to obtain or pay for such supplemental or back-up electricity.

E. **Net Metering & Utility Credits.** At any time that electric production from the Equipment is greater than Building Owner's requirements at such time, Building Owner shall nevertheless pay Equipment Owner for all of the electricity produced by the Equipment at the rates and in the manner provided in this Agreement. Building Owner may make arrangements with the Local Electric Utility so that power in excess of Building Owner's requirements may be delivered to the Local Electric Utility through the Delivery Point and Building Owner shall receive any credits or payments from the Local Electric Utility may be available under net metering or similar programs. If Applicable Law or the practice of the Local Electric Utility restricts the ability of the Building Owner to deliver electricity produced by the Equipment to the Local Electric Utility, then the Parties shall agree on alternate arrangements to enable Building Owner, insofar as possible, to receive benefits from the Local Electric Utility comparable to those available under net metering programs, provided that the economic benefits to Equipment Owner remain as provided in this *Section 1*.

F. **Interconnection.** Equipment Owner shall be responsible for arranging the interconnection of the Equipment with Building Owner's Local Electric Utility in a manner which includes bi-directional or "net metering".

G. **No Resale of Electricity.** Except as contemplated by the provisions of *Section 1(E)*, the electricity purchased by Building Owner from Equipment Owner under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Equipment Owner, which approval shall not be unreasonably withheld, and Building Owner shall not take any action which would cause Building Owner or Equipment Owner to become a utility or public service company.

H. **Equipment Owner Is Not A Utility.** Neither Party shall assert that Equipment Owner is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Equipment Owner's obligations or performance under this Agreement.

2. **Payments by Building Owner**.

A. **Purchase of Electricity.** Throughout the Term, subject to the terms and conditions of this Agreement, Equipment Owner shall sell to Building Owner and Building Owner shall buy from Equipment Owner all electric energy produced by the Equipment, whether or not Building Owner is able to use all such electric energy.

B. **Energy Rate.** Building Owner shall pay Equipment Owner for electricity produced by the Equipment at the rates set forth in Exhibit C attached hereto (the "Energy Rate").

C. **Invoice and Payment**. Except as provided in Section 2(E), Building Owner shall pay to Equipment Owner the Energy Fee on a monthly basis, from the Commissioning Date through the end of the Term. Equipment Owner shall deliver a monthly invoice (the "Invoice") setting forth (i) the quantity of electricity produced by the Equipment in such month, and during the Renewal Term only, the applicable Energy Rate, and (ii) the total amount due for such month (the "Energy Fee"). The monthly Energy Fee, (a) during the Initial Term, shall be shall be $152.08 (such that the total Energy Fee for the 20 year Initial term shall equal $36,500), and (b) during the Renewal Term shall be the product of the quantity of electricity produced and the Energy Rate. Upon Building Owner's request, Equipment Owner shall also provide the raw data, in CSV format, regarding each such quantity, as recorded by the Meter. Building Owner shall pay the Energy Fee on or before the 30th day following Building Owner's receipt of such Invoice (the "Due Date"). Any amounts not received by the Due Date shall accrue interest at an annual rate of 1% plus the prime rate published in *The Wall Street Journal* on the Due Date (the "Interest Rate") calculated from the Due Date through the date actually paid.

D. **Time For Review.** Without altering the Due Date set forth in *Section 2(C)*, Building Owner shall have ninety (90) days following the date of any Invoice to dispute the Energy Fee set forth thereon, and shall waive its right to dispute such fee thereafter.

E. **Energy Fee Prepayment**. As of the Effective Date, Building Owner has made a non-refundable Energy Fee prepayment in the amount of $36,500, which constitutes payment in full of all Energy Fees for the 20-year Initial Term.

3. **Grant of License and Easement.**

Building Owner grants to Equipment Owner a non-exclusive license and easement (the "License") to use the Site solely for the installation, operation, maintenance, monitoring, modification and removal of the Equipment, at Equipment Owner's sole expense, in accordance with this Agreement, from the Effective Date through the end of the Term and for 60 days thereafter; *provided*, however that any use of the Site by Equipment Owner shall not materially interfere with Building Owner's ongoing use of the Building. Building Owner represents and warrants that (i) it is the owner of the Site and/or is a lessee of the Site, and in either case has full

authority to grant the License herein, and no other person or entity has a legal right to prevent installation or operation of the Equipment on the Site, and (ii) the Site complies in all material respects with all Environmental Laws. Any concurrent use of the Site by Building Owner shall not materially interfere with Equipment Owner's operations. Upon request by Equipment Owner, the Parties shall execute and record with the land records of the county in which the Site is located, a memorandum giving notice of the license and easements granted by Building Owner to Equipment Owner in this Agreement, and which shall be in form and substance reasonably acceptable to both Parties. The cost of preparation and recording shall be borne by Equipment Owner.

4. **Development, Design, and Installation.**

A. **Engineering Analysis by Equipment Owner.** Following the Effective Date of this Agreement, Equipment Owner shall use its commercially reasonable efforts to perform a structural engineering analysis of the Building's roof and surrounding areas to determine whether the Building is suitable for installation of the Equipment ("Engineering Analysis").

B. **Final Design**. Upon completion of the Engineering Analysis, Equipment Owner shall coordinate with Building Owner and its architect and engineers, and shall deliver to Building Owner a description of the design of the Equipment, including the site plan, system design, equipment specifications, metering equipment, roof modifications, if any (the "Proposed Design"). Building Owner shall have 15 days to review or request modifications of the Proposed Design. The Parties shall cooperate in good faith to modify the design to both Parties' satisfaction. Any strengthening or reinforcing of the Building's roof that Building Owner or Equipment Owner reasonably determines to be necessary to support the Equipment shall be incorporated into the design and undertaken at Equipment Owner's sole expense. Notwithstanding this review, Equipment Owner shall remain fully responsible for preparing all such designs and plans. Upon Building Owner's written approval (or failure to respond within 15 days of receipt of the Proposed Design, which shall be deemed approval) the design shall be deemed final and binding on both Parties (as so approved, the "Final Design"). If, after Building Owner's approval of the Final Design and before the Commissioning Date, Building Owner terminates this Agreement, or a Building Owner Default occurs Building Owner shall be liable to Equipment Owner for all costs and expenses incurred by Equipment Owner prior to such date arising from its Engineering Analysis, Proposed Design, and Final Design costs and expenses.

C. **Development Tasks by Equipment Owner.** Following the Effective Date of this Agreement and completion of the Final Design, Equipment Owner shall use its commercially reasonable efforts to: (i) apply for and obtain all Governmental Approvals necessary to install and operate the Equipment; (ii) arrange interconnections with the Local Electric Utility; and (iii) retain and hire a qualified installer of photovoltaic energy systems (the "Installer") to install the Equipment in the appropriate timeframe (each of (i), (ii), and (iii), a "Development Task");

D. **Commencement of Installation.** Upon Building Owner's written approval of the Final Design and completion of the Development Tasks, Equipment Owner and its Installer shall commence installation and construction of the Equipment, unless Equipment Owner has determined that (i) the Building is structurally insufficient to hold the Equipment, (ii) the Governmental Approvals cannot be obtained through commercially reasonable efforts, or (iii) the cost of installing and operating the Equipment, based on Equipment Owner's analysis of the Building and the proposed Equipment, is not commercially viable. Upon such a determination in (i) – (iii), Equipment Owner may terminate this Agreement upon written notice to Building Owner, and neither Party shall have any further obligations hereunder.

E. **Building Owner's Right to Terminate.** If (i) Building Owner rejects Equipment Owner's Proposed Design, or (ii) Equipment Owner has not, within 3 months after the Effective Date, delivered to Building Owner a Proposed Design, or (iii) Equipment Owner has not commenced installation of the Equipment within 60 days of Building Owner's approval of the Final Design, then Building Owner may terminate this Agreement by written notice to Equipment Owner, and neither Party shall have any further obligations under this Agreement.

F. **Building Owner Change Orders**. If, after Building Owner's approval of the Final Design, Building Owner requests any work, equipment, or design element that deviates from the Final Design (a "Change Order"), Building Owner shall so notify Equipment Owner in writing. Equipment Owner shall have no obligation to execute such Change Order, but shall work in good faith with its Installer to accommodate the Change Order; *provided,* that Building Owner shall pay for any additional cost or expense arising from such Change Order within 30 days of receipt of the Invoice from Equipment Owner. Any such amount not paid when due shall accrue interest at the Interest Rate calculated from such due date through the date actually paid.

G. **System Acceptance Testing**

(1) Equipment Owner shall, at no cost to Building Owner, test the Equipment ("Equipment Acceptance Testing") to confirm that the Equipment (i) is capable of delivering electricity in accordance with the operational requirements that Equipment Owner shall develop and provide to Building Owner (the "System Requirements") and (ii) meets all requirements established by the Local Electric Utility and any Applicable Law. Equipment Owner shall notify Building Owner not less than three (3) days prior to the conducting of Equipment Acceptance Testing and Building Owner shall have the right, but not the obligation, to be present at and observe the Equipment Acceptance Testing, at no cost to Equipment Owner.

(2) If the results of such Equipment Acceptance Testing indicate that the Equipment is capable of delivering electricity generated by the Equipment to Building Owner for four (4) continuous hours using such instruments and meters as have been installed for such purposes and the Equipment has been approved for interconnected operation by the Local Electric Utility, then Equipment Owner shall send a written notice to that effect to Building

Owner (a "Completion Notice"), accompanied by a copy of the results of the Equipment Acceptance Testing.

(3) The "Commissioning Date" shall be the fifth (5th) business day after the date of Building Owner's receipt of a Completion Notice.

5. Term.

The initial term of this Agreement will begin on the Effective Date and end 20 years after the Commissioning Date (the "Initial Term"), unless and until earlier terminated pursuant to the provisions of this Agreement. Upon written notice from Building Owner at least 30 days prior to the end of the Term, the Parties may by mutual consent renew this Agreement for a renewal term of up to 5 years (a "Renewal Term"). The Initial Term and all Renewal Terms, if any, shall be referred to collectively as the "Term."

6. Purchase Option.

A. **Building Owner's Right to Purchase.** Building Owner shall have the right to purchase the Equipment for the Option Price at the expiration of the Term, by notifying Equipment Owner in writing at least 90 days prior thereto.

B. **Purchase Option Price.** The "Option Price" shall be the Fair Market Value of the Equipment. If the Parties cannot mutually agree on its Fair Market Value within 20 days after Building Owner's notice to Equipment Owner, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error; *provided*, that Building Owner may rescind its offer to exercise the Purchase Option within 10 days following such appraisal. The appraisal report must be USPAP compliant and meet all applicable AICPA guidelines for the appraisal of assets. The cost of the appraisal shall be borne by the Parties equally. "Fair Market Value" means, with respect to the Equipment, as of the day of determination, the price that would be negotiated in an arms' length, free market transaction for cash, between an informed, willing seller and an informed, willing buyer unrelated to seller, neither of whom is under compulsion to complete the transaction. For purposes of this definition, the premise of value shall be value in exchange, and the Fair Market Value shall be reduced by the cost of removal of the Equipment from the Building.

C. **Closing and Costs.** In the event Building Owner exercises the purchase option, the Parties shall, within 30 days of the determination of the Option Price (the "Purchase Closing Date"), (i) prepare all documents necessary to cause title to the Equipment to pass to Building Owner, with execution of such documents occurring on or before the end of the applicable Term, and (ii) Building Owner shall pay the Option Price to Equipment Owner, such payment to be

made in accordance with any previous written instructions delivered to Building Owner for payments under this Agreement.

7. Early Termination Fee.

Building Owner may terminate its obligation to make payments under *Section 2* of this Agreement for any reason at any time after 90 days following the 6th anniversary of the Commissioning Date (the "Early Termination Date") upon 90 days prior written notice to Equipment Owner and payment to Equipment Owner of an "Early Termination Fee" equal to the net present value of the product of (a) the average amount of the monthly Energy Fees for the most recent 12-month period preceding the Early Termination Date, payable to Equipment Owner in accordance with *Section 2(B)*, and (b) the number of months remaining in the Term. In calculating net present value under this *Section 7*, the discount rate shall be 10%. Payment of the Early Termination Fee shall not constitute the purchase of the Equipment by Building Owner. However, in addition to receiving the Early Termination Fee, Equipment Owner may, in its sole and absolute discretion, offer to Building Owner the option to purchase the Equipment for the Option Price, in accordance with *Section 6*.

8. Defaults and Remedies.

A. **Equipment Owner Defaults.** The occurrence of any of the following shall be considered a "Equipment Owner Default":

(1) Equipment Owner's operations substantially impair Building Owner's ability to meet its obligations to tenants in the Building, and such conditions continue un-remedied for a period of 10 days after written notice thereof;

(2) Equipment Owner materially breaches any obligation under this Agreement and such default continues un-remedied for a period of 30 days following written notice thereof; *provided*, that if such breach cannot be remedied within such 30 day period, and Equipment Owner diligently commences and prosecutes such cure, Equipment Owner shall be afforded an additional 60 days in which to cure such breach; *provided, further*, that the additional 60 day cure period shall not apply to a breach of the covenant in *Section 11(B)*;

(3) A Voluntary Bankruptcy Event with respect to Equipment Owner; or

(4) An Involuntary Bankruptcy Event with respect to Equipment Owner;

B. **Building Owner's Remedies; Investor Member Notice and Cure.** Upon the occurrence of an Equipment Owner Default, including the applicable cure period set forth above, if any, Building Owner may terminate its obligation to make payments under *Section 2* of this Agreement immediately upon written notice to Equipment Owner, at which time Equipment Owner's obligations to Building Owner under the Agreement also shall terminate. Building

Owner may, upon such termination and written notice to Equipment Owner, purchase the Equipment at the Option Price, pursuant to the procedures set forth in *Section 6.* If Building Owner decides not to purchase the Equipment or fails to notify Equipment Owner of its intention to purchase upon termination, Equipment Owner shall remove the Equipment in accordance with the procedures set forth in *Section 9.* No Early Termination Fee is due in the event that Building Owner exercises its right to terminate this Agreement as a result of an Equipment Owner Default. Building Owner will send to Equipment Owner's investor member, at the address set forth in Section 15(J), a copy of all notices to Equipment Owner under this Agreement, including without limitation notices of default. Building Owner will accept any cure tendered by the Equipment Owner's investor member, on the same basis as if cure were made by the Equipment Owner.

C. **Building Owner Defaults.** The occurrence of any of the following shall be considered a "Building Owner Default":

(1) Building Owner's action or inaction results in damage, modification, tampering, sunlight blockage, or other interference with the proper operation of the Equipment, to an extent that materially reduces its output of electricity, and such interference continues uncured for a period of 30 days following notice thereof;

(2) Building Owner materially breaches any obligation under this Agreement and such default continues un-remedied for a period of 30 days following written notice thereof; provided, that if such breach cannot be remedied within such 30 day period, and Building Owner diligently commences and prosecutes such cure, Building Owner shall be afforded an additional 60 days in which to cure such breach;

(3) Building Owner fails to pay any Energy Fee or any amount due under this Agreement by its Due Date, and such failure continues for a period of 30 days following notice thereof;

(4) Building Owner sells the Building or assigns this Agreement in violation of *Section 15(K)*;

(5) A Voluntary Bankruptcy Event with respect to Building Owner; or

(6) An Involuntary Bankruptcy Event with respect to Building Owner.

D. **Equipment Owner's Remedies.** Upon the occurrence of any Building Owner Default, including the applicable cure period set forth above, if any, Equipment Owner may terminate its obligations to Building Owner under this Agreement immediately upon written notice to Building Owner. Within 30 days of such termination, Building Owner shall pay to Equipment Owner, in accordance with *Section 2(B)*, a "Default Termination Fee" equal to the sum of:

(1) the product of (a) the average amount of the monthly Energy Fees for the 12-month period preceding the date of Equipment Owner's termination, payable to Equipment Owner in accordance with *Section 2(B)*, and (b) the number of months remaining in the Term; and

(2) if such termination occurs less than 6 years and 90 days after the Commissioning Date, the amount lost or owed by Equipment Owner and/or the owner of the Equipment as a claw back or repayment of the corresponding Environmental Attributes and Tax Attributes, including penalties and interest thereon.

In addition to receiving the Default Termination Fee, Equipment Owner may, in its sole and absolute discretion, offer to Building Owner the option to purchase the Equipment for the Option Price, in accordance with *Section 6*. Upon payment of the Default Termination Fee, Building Owner's obligation to make payments under *Section 2* hereto shall terminate.

9. Disposition of Equipment.

A. **Removal.** Within 60 days after the expiration of the Term or early termination of this Agreement, provided that Building Owner is not purchasing the Equipment at the Option Price pursuant to *Section 6*, Equipment Owner may, upon reasonable advance notice to Building Owner, remove all Equipment from the Building and repair any damage caused in connection therewith, reasonable wear and tear excepted.

B. **Transfer to Building Owner.** After 60 days following the expiration of the Term or early termination of this Agreement, if Equipment Owner has failed to exercise its right to remove the Equipment as provided above, at Building Owner's option, Equipment Owner shall transfer all right, title and interest to the Equipment to Building Owner within 45 days thereafter, including all benefits and responsibilities associated therewith, and Building Owner shall accept all such right title and interest to such Equipment.

10. Building Owner Covenants.

Building Owner shall at all times during the Term of this Agreement:

A. not damage, modify, adjust, tamper with, or otherwise interfere with the proper operation of the Equipment; to the extent Building Owner's breach of such obligation reduces the electricity production of the Equipment or its measurement, Equipment Owner may adjust the Energy Fees accordingly, upon written notice to Building Owner;

B. promptly notify Equipment Owner of any damage to or interference with the Equipment that could reasonably be expected to adversely affect the Equipment;

C. supply electrical utilities to the Equipment, unless otherwise agreed to in writing;

D. provide access to the Property and the Building for Equipment Owner and its agents at all reasonable times for the purposes of installation and maintenance of the Equipment;

E. not cause or allow any liens on the Equipment; Building Owner shall promptly notify Equipment Owner in writing of any breach of this obligation, and cause such lien to be discharged and released, and shall indemnify Equipment Owner against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such liens;

F. provide Equipment Owner with internet connections to allow Equipment Owner to access the Equipment for monitoring purposes; if Building Owner cannot supply Equipment Owner with internet connections, $50 will be added to Building Owner's Invoice for each such month to cover the cost to Equipment Owner for cellular internet connections; and

G. not take any action, directly or indirectly, including erecting any buildings or structures that would reduce the amount of solar radiation reaching the Equipment, and shall avoid trees and any other flora on the Site from reducing solar radiation reaching the Equipment and shall cut, trim or prune or relocate any such trees or other flora on the Site as reasonably requested by Equipment Owner.

11. Equipment Owner Covenants.

Equipment Owner shall at all times during this Term of this Agreement:

A. maintain, operate, monitor, and repair the Equipment to ensure the proper production and delivery of electricity to Building Owner's Building, including checking the accuracy of the Meter, and including, upon Building Owner request, a site visit within the final 30 days of the Term for purposes of this Section 11(A);

B. ensure that the Equipment does not damage the Building, void the Building Owner's roof warranty (if any), or pose any danger to Building workers or residents;

C. avoid any activities that would cause excessive noise or any other objectionable conditions within the Building or in the surrounding neighborhood;

D. carry and cause its contractors to carry the insurance coverage set forth in Exhibit D, and shall maintain such coverage for 2 years following the expiration of the Term;

E. not create or allow to be created, and shall promptly discharge, any lien upon the Building or the Property; to the extent a lien is filed by one of Equipment Owner's subcontractors, Equipment Owner shall arrange for the removal of any such lien at no cost to Building Owner within 60 days after receiving notice of the filing thereof, and shall defend and

indemnify Building Owner against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such lien;

F. provide services (including if applicable, security services) for the Building Owner as set forth in this Agreement in a manner consistent with locally accepted standards for professional skill and care in the electric industry, in general, and the solar generation industry, in particular, it being acknowledged that Building Owner should not incur additional expense as a result of the Equipment;

G. at all times comply with all Applicable Law in connection with its performance of its obligations under this Agreement, including without limitation the design, installation, ownership, operation and maintenance of the Equipment, and its use of relevant areas of the Site;

H. use commercially reasonable efforts to secure and maintain, at Equipment Owner's sole cost and expense, all Governmental Approvals and approvals from the Local Electric Utility and other agreements and consents necessary to enable Equipment Owner to install and operate the Equipment and provide electricity to the Building Owner in accordance with this Agreement; provided, that Building Owner shall cooperate with Equipment Owner in the foregoing and provide Equipment Owner with all necessary information and assistance reasonably required (including data concerning the Site). At Building Owner's request, Equipment Owner shall deliver copies of all Governmental Approvals obtained in accordance with this *Section 11(H)* to Building Owner; and

I. not permit any releases of Hazardous Materials at the Property, other than in compliance with all Environmental Laws.

12. Limitation of Liability.

A. **Liability Cap**. Each Party's aggregate liability with respect to claims for personal injury or damage to real or personal property, or otherwise permitted under *Section 12(B)* below, arising with respect to this Agreement, whether in contract, tort or otherwise, shall in no event exceed $250,000 in the aggregate. The liability of Equipment Owner under this Agreement shall not be affected by the insurance limitations set forth in Exhibit D.

B. **No Consequential Damages**. Except as expressly set forth in this Agreement, neither Party shall be liable for any loss of data, loss of business profits, business interruption, or other special, incidental consequential, punitive or indirect damages arising from or in relation to this Agreement or the use of the Equipment, however caused and regardless of theory of liability. The foregoing provision shall not apply (i) to incidental, consequential, special, punitive or indirect damages attributable to third party claims, or (ii) to any such damages attributable to gross negligence or willful misconduct.

C. **Warranty Disclaimer**. Except as expressly set forth in this Agreement, the Equipment and Equipment Operations provided by Equipment Owner herein shall be "as is" and "where is." No other warranty to Building Owner or any other person, whether express, implied or statutory, is made as to the installation, design, description, quality, merchantability, non-infringement, completeness, useful life, future economic viability, or fitness for a particular purpose of the Equipment or Equipment Operations or any other matter, all of which are expressly disclaimed by Equipment Owner.

13. Indemnification.

A. **Mutual Indemnity.** Each Party shall indemnify, defend and hold harmless the other Party and the owner of the Equipment, and any of their successors and assigns, officers, directors, and employees (the "Indemnitees") from and against any and all damages, claims, legal fees, or other losses, including lost Energy Fees, incurred by such Indemnitees, to the extent such losses result from any breach of this Agreement, negligence, or willful misconduct by the indemnifying Party or its employees, contractors, guests, invitees, residents, or other agents.

B. **Survival**. The obligations of the Parties set forth in this *Section 13* shall be subject to the limitations of *Section 12* and shall survive any termination of this Agreement for a period of 5 years. The indemnified Party under this *Section 13* shall give the indemnifying Party prompt written notice of any such damage or claim hereunder.

14. Personal Property Status of Equipment.

A. **Equipment Owner's Personal Property.** Throughout the Term, the Equipment shall remain the personal property of Equipment Owner or its successors or assigns, and not Building Owner, and shall not as a matter of law be deemed a part of, or fixture to, the Property. The Equipment shall at all times retain the legal status of personal property as defined under Division 9 of the California Uniform Commercial Code. Building Owner covenants that it will use its best efforts to place all parties having an interest in or lien upon the real property comprising the Property on notice of the ownership of the Equipment and the legal status or classification of the Equipment as personal property. If there is any deed of trust or fixture filing against the Property which could reasonably be construed as prospectively attaching to the Equipment as a fixture of the premises, Building Owner shall use reasonable efforts to obtain and provide to Equipment Owner a disclaimer or release from the lienholder. Building Owner consents to Equipment Owner's filing of a disclaimer of the Equipment as a fixture of the Property in the Official Records of the County in which the Property is located; provided, however, that such filing shall be subject to Building Owners prior review and approval, such approval not to be unreasonably withheld.

B. **Applicable Solar Program Incentives**. Throughout the Term, Equipment Owner shall receive all payments available under any Applicable Solar Program now in effect, or

that becomes effective. Building Owner shall provide reasonable assistance to Equipment Owner in preparing all applications and other documents necessary for Equipment Owner to receive such payments, including designating Equipment Owner or any of its direct or indirect owners as the Building owner for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Equipment Owner or such owner. If Building Owner receives any payments under the Applicable Solar Program or other programs in respect of the Equipment, it shall promptly pay them over to Equipment Owner. Building Owner's obligation to make any payments to Equipment Owner under this paragraph (d) is limited to any payments actually received by Building Owner.

C. **Environmental Attributes.** Throughout the Term, Equipment Owner shall be the owner of any Environmental Attributes which may arise as a result of the operation of the Equipment and shall be entitled to transfer such Environmental Attributes to any person. Building Owner shall provide reasonable assistance to Equipment Owner in preparing all documents necessary for Equipment Owner to receive such Environmental Attributes, and if Building Owner is deemed to be the owner of any such Environmental Attributes, Building Owner shall assign the same (or the proceeds thereof) to Equipment Owner. If Building Owner receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Equipment Owner.

D. **Ownership of Tax Attributes.** Throughout the Term, Equipment Owner shall be the owner of any Tax Attributes that may arise as a result of the operation of the Equipment and shall be entitled to transfer such Tax Attributes to any person. Building Owner shall provide reasonable assistance to Equipment Owner in preparing all documents necessary for Equipment Owner to receive such Tax Attributes, and if Building Owner is deemed to be the owner of any such Tax Attributes, Building Owner shall assign the same (or the proceeds thereof) to Equipment Owner. If Building Owner receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Equipment Owner.

E. **Capacity & Ancillary Services.** Equipment Owner shall be entitled to receive any payments for electric capacity or ancillary services that may become available in the future as a result of the construction or operation of the Equipment. Building Owner shall provide reasonable assistance to Equipment Owner in preparing all documents necessary for Equipment Owner to receive such payments, and if Building Owner is deemed to be the owner or provider of such capacity or services, Building Owner shall assign the same to Equipment Owner. If Building Owner receives any payments in respect of capacity or such services it shall promptly pay them over to Equipment Owner.

F. **Equipment Owner's Right to Transfer.** Equipment Owner shall have the unrestricted right and power to transfer title and ownership to the Equipment and all of such rights, provided that, in the event of such transfer, Equipment Owner shall enter into an agreement with the transferee to perform Equipment Operations in accordance with this

Agreement and any such transfer shall be subject to Building Owner's right to purchase the Equipment as provided herein.

G. **Building Owner's Real Property.** Throughout the duration of this Agreement, Building Owner shall be the legal and beneficial owner of the Property at all times, and the Property shall remain the property of Building Owner and shall not be deemed a part of the Equipment. Equipment Owner may file a disclaimer of the Equipment as a fixture of the Property in the Official Records of the county in which the Property is located to place all interested parties on notice of (i) the ownership of the Property by Building Owner and (ii) the ownership of the Equipment by Equipment Owner. If there is any mortgage or fixture filing against the Equipment which could reasonably be construed as prospectively attaching to the Property, other than the disclaimer filings consented to by Building Owner herein, Equipment Owner shall provide a disclaimer or release from the lienholder.

15. Miscellaneous.

A. **Force Majeure.** If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control, including, without limitation, an act of God, natural disaster, fire, earthquake, flood, explosion, war, terrorism, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, utilities, or acts of vandals or hackers (a "Force Majeure Event"), the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence; *provided,* that such extension of the time for a Party's performance shall not exceed thirty (30) days without the consent of the other Party; and *provided further,* that Building Owner will not be excused from the payment of any sums of money owed by Building Owner to Equipment Owner due prior to the Force Majeure Event. Building Owner shall have no obligation to pay any Energy Fees under the formula set forth in *Section 2* during any time period in which Equipment Owner is unable to provide service to Building Owner.

B. **Confidential Information.** Any information, including, without limitation, business plans, strategies, financial information, proprietary, patented and/or technical information regarding the design, operation and maintenance of the Equipment, that the receiving Party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing Party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the other Party and will remain the sole property of the disclosing Party. Each Party agrees that it will not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under this Agreement. The prohibitions contained in this Section will not apply to information (a) lawfully known to or independently developed by the receiving Party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Neither Party will disclose to third parties, other than its agents and representatives on a need-to-know basis, the

material financial terms of this Agreement or any addenda hereto without the prior written consent of the other Party, except either Party will be entitled to disclose (i) such terms to the extent required by law or applicable legal process; and (ii) the existence of this Agreement. Nothing in this Section shall limit the ability of either Party to enforce this Agreement or to secure financing; the terms of this Agreement may be disclosed to lenders and investors of either Party, as needed. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance.

C. **Announcements.** Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Neither Party shall make publicity releases or other public statements in connection with this Agreement unless such Party determines the public announcement is permissible, and obtains the prior written consent of the other Party.

D. **Representations and Warranties.** In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that: (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization; (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement; (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and (f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a Party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Law. In addition, Equipment Owner represents and warrants that it has, or has access to, the requisite expertise and sufficient personnel and resources (including necessary supervision and support services) to perform its obligations under this Agreement. Equipment Owner guarantees and warrants to Building Owner that the installation and maintenance of the Equipment and the Equipment Operations will comply in all material respects with all Applicable Law, generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all Local Electric Utility rules, regulations and requirements as the same may be amended, updated or otherwise be applicable from time to time during the Term of this Agreement and any extension thereof.

E. **Fire or Casualty.** If a fire or other casualty affects the Site, Building Owner shall promptly notify Equipment Owner. In the event of a total or substantial destruction of the

Property that does not result from the action or inaction of either Party, Building Owner's obligation to make payments under *Section 2* of this Agreement and Equipment Owner's obligations to Building Owner under this Agreement shall terminate, and neither Party shall have any further obligations under this Agreement, provided that Equipment Owner may remove the Equipment within 60 days thereafter. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Building Owner shall elect, within ninety (90) days of such event, whether it will restore the Property, which restoration will be at the sole expense of Building Owner. If Building Owner does not elect to restore the Property, then Equipment Owner shall not restore the Equipment and this Agreement will terminate. If Building Owner does elect to restore the Property, Building Owner shall provide notice of such election to Equipment Owner and Equipment Owner (in consultation with its investor member) shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Equipment, subject to the Parties agreeing on a schedule for the restoration of the Property and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Equipment Owner (in consultation with its investor member) does not elect to restore the Equipment, Equipment Owner shall promptly remove any portions of the Equipment remaining on the Property at its sole expense, and this Agreement shall terminate. If Equipment Owner (in consultation with its investor member) does elect to restore the Equipment, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this *Section 15(E)*, (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the indemnity obligations under *Section 13(A)* shall continue to apply notwithstanding the termination of this Agreement.

F. **Condemnation**. If all or a substantial portion of the Property is taken or condemned for any public purpose, Building Owner's obligation to make payments under *Section 2* of this Agreement and Equipment Owner's obligations to Building Owner under this Agreement shall terminate, and neither Party shall have any further obligations under this Agreement, provided that Equipment Owner may remove the Equipment within 60 days thereafter. All proceeds from any taking or condemnation of the Property shall belong to and be paid to Building Owner; *provided*, that any portion of such proceeds that are directly attributable to the value of the Equipment shall belong to and be paid to Equipment Owner.

G. **Damage Mitigation**. If any condition arises with respect to the Equipment that threatens to materially damage property or injure persons, Building Owner shall, without limiting the Building Owner Default provisions in *Section 8(C)*, take all reasonable measures to mitigate such risks and stop such dangerous condition from causing damage to property or persons. Building Owner shall notify Equipment Owner immediately upon taking any such measures, and Equipment Owner shall repair the Equipment in accordance with *Section 11(A)*.

H. **Roof Repair**. In the event that Building Owner determines in its reasonable discretion that it must replace or repair the roof at the Site (other than in response to a fire or other casualty at the Property), Equipment Owner shall temporarily disassemble or remove all or

such portions of the Equipment as may be necessary in its reasonable discretion to accommodate such roof repairs or replacement. Within thirty (30) days of Equipment Owner's delivery of an invoice for such disassembly or removal services, Building Owner shall pay to Equipment Owner the amount invoiced, which shall be charged on a time and materials basis and shall include Equipment Owner's reasonable margin for such services. Building Owner shall provide at its sole cost and expense secure storage space for any portion of the Equipment disassembled or removed pursuant to this *Section 11(J)*. During such time as the Equipment is partially or completely disconnected, Building Owner shall pay to Equipment Owner an amount equal to the Energy Fee that would have been due from Building Owner, based on Equipment Owner's reasonable and documented estimation of the electricity the Equipment would have produced during such period. Equipment Owner agrees promptly to reinstall the Equipment in a manner that will not damage the roof or void the warranty of the new roof as repaired or installed. In no event shall Building Owner, or an agent, subcontractor or other party or affiliate of Building Owner, move, repair, disassemble or otherwise work on the Equipment without Equipment Owner's prior written permission. Unless necessary to effect the complete repair of the roof, the Equipment shall not be partially or completely disassembled under this *Section 11(J)* for longer than one period of sixty (60) consecutive days during the Term. If, in connection with Equipment Owner's work at the Site pursuant to this *Section 11(J)*, Building Owner observes work at the Site that is performed in a manner that violates the terms of this Agreement or that Building Owner otherwise reasonably believes presents a threat to the safety of persons or the Site, Equipment Owner shall respond to Building Owner's reasonable requests to remedy such issues not later than three (3) business days after receipt of written notice from the Building Owner and as promptly as possible thereafter, shall remedy any condition or cease any such practice identified by Building Owner in its written notice.

I. **Taxes.** Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property (i.e., in the case of the Building Owner, the Property; in the case of Equipment Owner, the Equipment).

J. **Notices.** Any notice required or permitted hereunder will be delivered by mail or overnight courier (confirmation requested and received) and will be delivered to either Party at the following addresses:

If to Equipment Owner:

SEED Solar LLC
c/ LINC Housing Corporation
555 East Ocean Boulevard, Suite 900
Long Beach, CA 90802
Attn: President

With a copy to Equipment Owner's investor member:

c/o Monarch Private Capital, LLC
Monarch Plaza
3414 Peachtree Street, Suite 825
Atlanta, GA 30326
Attention: Executive Director

If to Building Owner:

LINC-Monterey Park Apartments Housing Investors, LP
c/o LINC Community Development Corporation
555 East Ocean Boulevard, Suite 900
Long Beach, CA 90802
Attn: President

Any such notice will be deemed delivered upon receipt.

K. **Assignment; Subcontracting.** Building Owner may not assign this Agreement, in whole or in part, either voluntarily or by operation of law, without the prior written consent of Equipment Owner, such consent not to be unreasonably withheld; *provided* that Building Owner may, upon 30 days prior written notice to Equipment Owner, (i) mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any of its lenders or investors, or (ii) transfer or assign its interests in this Agreement to any purchaser of the Building, so long as in the case of (i) or (ii), the transferee / assignee has substantially similar or better creditworthiness characteristics as the Building Owner. Equipment Owner may assign this Agreement, in whole or in part, without the prior written consent of Building Owner; *provided* that if, Equipment Owner ceases to provide operational and maintenance services hereunder as a result of such assignment, the assignee shall notify Building Owner thereof within 60 days thereafter. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and does not confer any rights or remedies on any other person or entity. Equipment Owner in its discretion may elect to use subcontractors in performing any of its obligations hereunder and performance of any obligation of Equipment Owner by any such subcontractor in accordance with the terms of this Agreement shall satisfy such obligation.

L. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of California, without regard to its choice-of-law rules.

M. **Termination Fees Not a Penalty.** Building Owner acknowledges that the termination fees provided herein constitute liquidated damages, and not penalties, in lieu of Equipment Owner's actual damages resulting from the early termination of this Agreement. Building Owner further acknowledges that Equipment Owner's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Building Owner's rights and obligations under this Agreement, the termination fees constitute fair and reasonable

damages to be borne by Building Owner in lieu of Equipment Owner's actual damages, and accordingly Equipment Owner shall have no further rights for damages against Building Owner.

N. **PDF Execution.** This Agreement may be executed and delivered in electronic portable document format (PDF).

O. **Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to "Exhibits", "Articles" and "Sections" refer to Exhibits, Articles and Sections of this Agreement.

P. **Agreement.** This Agreement constitutes the entire agreement between Equipment Owner and Building Owner with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by both Equipment Owner and Building Owner. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a general waiver or a waiver of subsequent breaches and the waiver of any breach will not act as a waiver of subsequent breaches. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The Parties further agree that in the event such provision is an essential part of this Agreement, the Parties will begin negotiations for a replacement provision. This Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16. Definitions and Interpretation.

A. **Defined Terms.** The following terms when used in this Agreement shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and

policies of such Person, whether through the ownership of voting securities or otherwise. "Control" may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, including without limitation any Environmental Laws, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Applicable Solar Program" means any program not otherwise specifically identified in this Agreement that provides financial benefits or other incentives for the construction and operation of Equipment Owner energy systems.

"Building" means the building or buildings located upon the Property.

"Building Owner" is defined in the preamble.

"Building Owner Default" is defined in *Section 8(C)*.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Los Angeles, California, are required or authorized by Applicable Law to be closed for business.

"Change Order" is defined in *Section 4(E)*.

"Commissioning Date" is defined in *Section 4(G)*.

"Default Termination Fee" is defined in *Section 8(D)*.

"Delivery Point" means the connection between the solar electric system and the host site's electrical system, the location of which will be described specifically in the Final Design.

"Development Task" is defined in *Section 4(A)*.

"Due Date" is defined in *Section 2(B)*.

"Early Termination Date" is defined in *Section 7*.

"Early Termination Fee" is defined in *Section 7*.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the State of California to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Energy Fee" is defined in *Section 2(C)*.

"Energy Rate" is defined in *Section 2(B)*.

"Environmental Attributes" means RECs, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Equipment and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to Equipment Owner energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Environmental Laws" means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Action, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

"Equipment" means the integrated system for the generation of electricity from solar energy using photovoltaic panels and associated equipment to be installed at the Building up to, but not including, the Delivery Points, including the Meter, as described in overview form in Exhibit B, and as will be described more specifically in the Final Design.

"Equipment Operations" is defined in *Section 1(B)*.

"Equipment Owner" is defined in the preamble.

"Equipment Owner Default" is defined in *Section 8(A)*.

"Fair Market Value" is defined in *Section 6(B)*.

"Final Design" is defined in *Section 4(B)*.

"Force Majeure Event" is defined in *Section 15(A)*.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority having jurisdiction over the matter in question.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Materials" means without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

"Initial Term" is defined in *Section 5*.

"Installer" is defined in *Section 4(A)*.

"Interest Rate" is defined in *Section 2(B)*.

"Invoice" is defined in *Section 2(B)*.

"Involuntary Bankruptcy Event" means, with respect to a Party, a proceeding or case is commenced against such Party without its application or consent in any court of competent jurisdiction seeking: (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) or more days.

"License" is defined in *Section 3*.

"Local Electric Utility" means the local electric distribution owner and operator that under the laws of the State of California is responsible for providing electric distribution and interconnection services to the Building Owner at the Site, which as of the Effective Date is Southern California Edison.

"Meter" means a set of one or more instruments meeting applicable electric industry standards, installed and owned by Equipment Owner, to measure and record the volume and other relevant delivery characteristics of electrical energy produced by the Equipment.

"Option Price" is defined in *Section 6(B)*.

"Party" or "Parties" means each of Equipment Owner and Building Owner, individually or collectively.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Property" means the real property known as Mosaic Gardens at Monterey Park Apartments and located at 321, 325, 341, 371 East Pomona Blvd., 534 N. Chandler Avenue, and 236 S. Ramona Avenue, Monterey Park, California (Los Angeles County), more particularly identified on Exhibit A.

"Proposed Design" is defined in *Section 4(B)*.

"Purchase Closing Date" is defined in *Section 6(C)*.

"REC" means a renewable energy certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from an Equipment Owner energy source by an Equipment Owner energy project.

"Renewal Term" is defined in *Section 5*.

"Site" means the areas of the roof and interior of the Building upon which the Equipment shall be located, in accordance with the Final Design.

"System Requirements" is defined in *Section 4(G)*.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Equipment or the output generated by the Equipment (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" is defined in *Section 5*.

"Voluntary Bankruptcy Event" means, with respect to a Party, the occurrence of one or more of the following where such Party: (A) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; (G) takes any action for the purpose of effecting any of the foregoing.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

BUILDING OWNER:

LINC-Monterey Park Apartments Housing Investors, LP, a California limited partnership

By: LINC-Monterey Park Apartments, LLC, a California limited liability company, its Managing General Partner

By: LINC Community Development Corporation, a California nonprofit public benefit corporation, its Authorized Member

By: _____
Rebecca F. Clark, President & CEO

EQUIPMENT OWNER:

SEED Solar LLC, a California limited liability company

By: SEED Solar Manager LLC, a California limited liability company, its managing member

By: LINC Housing Corporation, a California nonprofit public benefit corporation, its manager

By: _____
Rebecca F. Clark, President & CEO

Exhibit A
Legal Description of the Property

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL A

Parcel 1:

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.

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.

Parcel 3:

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.

Parcel 4:

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.

PARCEL B

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.

PARCEL C

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: 5265-015-900,901,902,903; 5256-008-900; 5257-013-900

Exhibit B

Description of the Site and the Equipment

The Equipment is a 11 kW solar photovoltaic system (the "PV Panels") and associated equipment. The PV Panels are anticipated to be installed and affixed on the roof of the Building in approximately the locations shown below.

Mosaic Gardens System Design

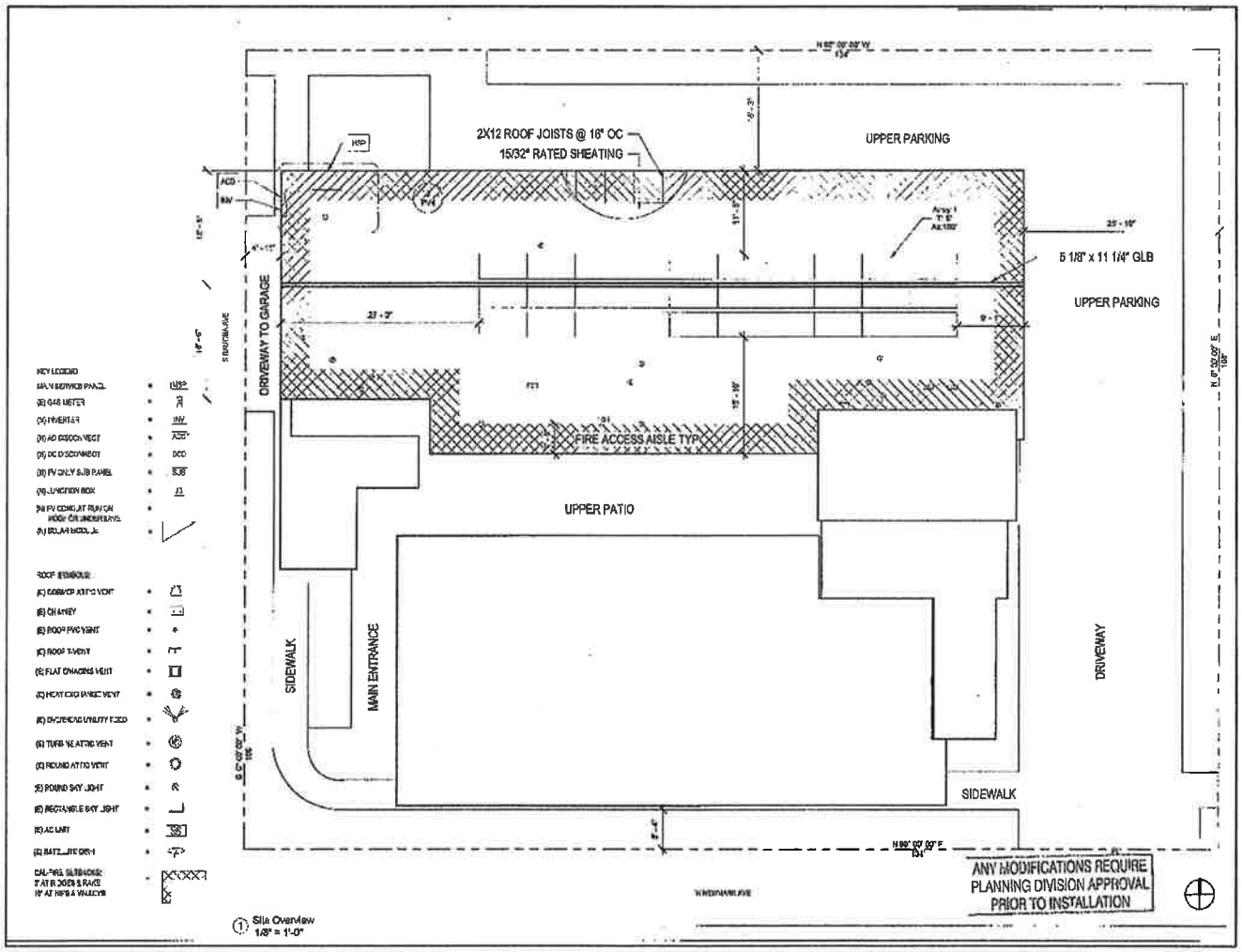


Exhibit C
Energy Purchase Rates

The Energy Fee for the 20-year Initial Term is a fixed fee equal to $36,500, which has been prepaid. Therefore, during the Initial Term, there shall be no Energy Rate, as it is not needed to determine the Energy Fee.

If the Parties by mutual consent renew this Agreement for the Renewal Term, then then the Energy Rate for the Renewal Term shall be set forth in a writing and signed the Parties prior to the start of the Renewal Term.

Exhibit D

Required Insurance Coverage

During the Term, Equipment Owner shall maintain the insurance coverage specified herein. The liability of Equipment Owner under this Agreement shall not be diminished by the insurance limitations set forth below. All insurance policies shall provide that such policies may not be cancelled or terminated without thirty (30) days prior written notice to Equipment Owner.

Equipment Owner will maintain:

A. Builder's Risk: Equipment Owner shall cause its primary contractor on the installation to carry Builder's all-risk insurance on a completed value form for full replacement cost covering the interest of Equipment Owner, Building Owner, and all contractors and sub-contractors to Equipment Owner, and covering all materials incorporated into the solar thermal system being constructed at this building;

B. Third-party Coverage: Equipment Owner shall cause its primary contractor on the installation to carry general liability with products and completed operations coverage with limits of $1,000,000 each occurrence / $2,000,000 aggregate and shall include Equipment Owner as an additional insured and will be primary and non-contributory with respect to any insurance.

C. Worker's Compensation Coverage: Equipment Owner shall cause its primary contractor on the installation to carry workers compensation insurance with state statutory limits and employers liability limits of $500,000/$500,000/$500,000 and a waiver of subrogation in favor of Equipment Owner.

D. Bodily Injury and Property Damage Coverage: Commercial general liability insurance against liability for bodily injury to any Person and/or damage to property in connection with the use, operation or condition of the photovoltaic project of not less than $1,000,000 each occurrence / $2,000,000 aggregate. Equipment Owner shall add Building Owner as an additional insured and will be primary and non-contributory regarding this coverage.

E. Automobile Insurance: Automobile Liability in an amount not less than one million dollars ($1,000,000) per accident;

F. Umbrella Liability: Umbrella Liability insurance in an amount not less than $2,000,000 each occurrence and in the aggregate each year to be in excess of the Underlying General Liability, Automobile Liability, and Employer's Liability coverages;

Prior to commencement of any work on the Site or the Building, Equipment Owner shall provide to Building Owner insurance certificates confirming the coverages set forth above; such certificates shall confirm that Building Owner has been named as an additional insured on all of

the policies. The coverage provided by Equipment Owner shall be primary, and shall not seek contribution from any similar insurance maintained by Building Owner or any additional insured. All insurance policies obtained by Equipment Owner and its primary contractor and their contractors and sub-contractors, shall designate Building Owner as an additional named insured. Equipment Owner's obligations to secure and maintain insurance shall survive expiration or termination of the Agreement for a period of two (2) years.

ATTACHMENT 3
Subordination, Non-Disturbance and Attornment Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Carle, Mackie, Power & Ross LLP
100 B Street, Suite 400
Santa Rosa, CA 95401
Attention: Jason Vargelis

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**"), is dated as of December 1, 2017, among City of Monterey Park, a municipal corporation and general law city, and Monterey Park Successor Housing Authority, a political subdivision of the State of California (together, "**Lender**"), LINC-Monterey Park Apartments Housing Investors, LP., a California limited partnership ("**Building Owner**"), and SEED Solar LLC, a California limited liability company ("**Equipment Owner**") (each, a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, Building Owner is the owner of certain real property located at 321, 325, 341, 371 East Pomona Boulevard, 534 N. Chandler Avenue, and 236 S. Ramona Avenue, Monterey Park, California, as more particularly described on Exhibit A attached hereto, and improvements constructed thereon (excluding, however, improvements constructed thereon by Equipment Owner and other property of Equipment Owner (the "**Premises**").

WHEREAS, Building Owner has granted Equipment Owner a nonexclusive license and easement to use a portion of the Premises (the "**Site**") to Equipment Owner pursuant to that certain Power Purchase Agreement dated as of December 1, 2017, between Building Owner and Equipment Owner (such agreement, together with all subsequent amendments, modifications, renewals and extensions thereof, is hereafter referred to as the "**PPA**"), pursuant to which Equipment Owner plans to develop, finance, install, own, operate, maintain and repair a solar energy facility on the Site (the "**Solar Facility**"), and pursuant to which Equipment Owner will deliver energy produced by the Solar Facility for use by the Building Owner. A notice of said PPA is recorded herewith.

WHEREAS, Lender has made a loan to Building Owner, and in connection therewith, Building Owner has executed and delivered a Deed of Trust with Assignment of Rents dated as of February 25, 2015 as recorded in the Official Records of Los Angeles County as Instrument No. 20150223782, a Subordination and Intercreditor Agreement dated February 1, 2015, as recorded in the Official Records of Los Angeles County as Instrument No. 20150223784, and a Deed of Trust with Assignment of Rents dated February 25, 2015 as recorded in the Official

Records of Los Angeles County as Instrument No. 20150223783 (collectively, including any amendments, supplements, modifications, renewals or replacements thereof, the "**Deeds of Trust**").

WHEREAS, pursuant to the PPA, Equipment Owner has required that Building Owner obtain this Agreement from Lender.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. CONSENT TO PPA; SUBORDINATION

(a). Consent to PPA. If and to the extent required by the Deeds of Trust, Lender hereby consents to the PPA for purposes stated therein.

(b). Acknowledgment of Deemed Approval. Lender hereby agrees to provide Building Owner with any required approval or other response to any material changes to construction plans of the Solar Facility within fourteen (14) business days of Building Owner's request to Lender for such response and agrees that failure to do so will constitute deemed approval of such change.

(c). Subordination. The PPA shall be, and shall at all times remain, subject and subordinate to the Deeds of Trust, the lien imposed by the Deeds of Trust and all advances made under the Deeds of Trust. Notwithstanding the foregoing, Lender acknowledges and agrees that title to the Solar Facility shall be held by Equipment Owner; that Equipment Owner is the exclusive owner of the Solar Facility and all the attributes related thereto; that Lender acknowledges and agrees that it has no lien, security interest or other encumbrance on the Solar Facility or any rents, profits, or proceeds therefrom; and that neither Lender nor any party that becomes owner of the Site as the result of a Building Owner default under the Deeds of Trust shall directly or indirectly cause, create, incur, assume or suffer to exist any liens, security interests or other encumbrances on or with respect to the Solar Facility or any rents, profits or proceeds therefrom or any interest herein.

2. NON-DISTURBANCE, CONSENT AND ATTORNMENT

(a). Non-Disturbance. So long as Equipment Owner is not in default (beyond any period specified in the PPA for Equipment Owner to cure such default) in any required payment or in the performance of any of the terms, covenants or conditions of the PPA on Equipment Owner's part to be performed, then: (a) Equipment Owner's use and possession of the Site and Equipment Owner's rights and privileges under the PPA, or any extensions or renewals thereof as provided for in the PPA, shall not be diminished or interfered with by Lender and Equipment Owner's occupancy of the Site shall not be disturbed by Lender for any reason during the term of the PPA or any such extension or renewals thereof; and (b) the PPA and all of Equipment Owner's rights and interests under the PPA shall survive and not be disturbed, affected or impaired by any suit, action or proceeding upon the Deeds of Trust or any obligation secured thereby, or by any foreclosure of, or forfeiture under, the Deeds of Trust or any

enforcement of any rights under the Deeds of Trust or other documents held by Lender, or any deed in lieu of foreclosure.

(b). Consent to Installation of Solar Facility; Waiver of Lien. Lender hereby consents to the installation of the Solar Facility and agrees that the Solar Facility shall be and remain personal property owned by Equipment Owner (and not a fixture) and subject to the lien and security interest of any Equipment Lender (as defined below) notwithstanding the manner of such lien or security interest's annexation to the Site, such lien or security interest's adaptability to the uses and purposes for which the Site are used, or the intentions of the party making the annexation. So long as any loan from any Equipment Lender (as defined below) remains outstanding, Lender hereby waives, for the benefit of Equipment Owner and any Equipment Lender, any and all claims, rights or liens which Lender, or any of its trustees, successors or assigns may hereafter acquire on or in the Solar Facility, no matter how arising, including without limitation, all statutory and common law liens or security interests, and all rights to levy distraint, execute or sell the Solar Facility.

(c). No Actions Against Equipment Owner. Lender will not name or join Equipment Owner or any Equipment Lender (as defined below) as a party defendant in any action or proceeding to enforce any of Lender's rights or remedies under the Deeds of Trust unless such joinder is necessary to foreclose the Deeds of Trust. In the latter case, Lender may join Equipment Owner as a defendant in such foreclosure action only for such purpose and not to terminate the PPA or otherwise adversely affect Equipment Owner's rights under the PPA or in this Agreement in such action.

(d). Attornment. If the interests of Building Owner shall be transferred to and owned by Lender by reason of foreclosure or any other manner, and Lender succeeds to the interest of Building Owner under the PPA, Equipment Owner shall be bound to Lender and Lender shall be bound to Equipment Owner, under all of the terms, covenants and conditions of the PPA for the balance of the term thereof and any extensions or renewals as provided in the PPA, with the same force and effect as if Lender were the Building Owner under the PPA, and Equipment Owner does hereby attorn to Lender as its Building Owner, said attornment to be effective and self-operative immediately upon written notice from Lender to Equipment Owner (Lender hereby agreeing to provide a copy of such notice to Building Owner) to the effect Lender has succeeded to said interest of Building Owner, without the execution of any further instrument evidencing such attornment. The respective rights and obligations of Equipment Owner and Lender upon such attornment, to the extent of the then remaining balance of the term of the PPA and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the Parties for this purpose to incorporate the PPA in this Agreement by reference with the same force and effect as if set forth at length herein.

3. RIGHTS AND LIABILITIES OF LENDER AND EQUIPMENT OWNER

(a). Equipment Owner's Right of Removal. Notwithstanding anything herein to the contrary, Lender acknowledges and agrees that Equipment Owner shall be entitled to remove the Solar Facility from the Site in accordance with Equipment Owner's rights of removal under the PPA.

(b). Liability of Lender. If Lender shall succeed to the interest of Building Owner under the PPA, Lender shall not (i) be liable for any act or omission of Building Owner; (ii) be subject to any offsets or defenses against Building Owner with respect to defaults that have occurred and are continuing at the time Lender succeeds to the interest of the Building Owner, if the Lender cures such Building Owner defaults pursuant to Section 3(c) hereof; or (iii) be bound by any amendment or modification of any material term of the PPA made after the date hereof without Lender's written consent. The provisions of clause (iii) of this Section 3(b) shall not be construed to render invalid or ineffective, as between Building Owner and Equipment Owner, any amendment or modification of the PPA made without Lender's written consent, or operate in any manner to invalidate this Agreement with respect to the terms of the PPA as the same are in effect as of the date of this Agreement.

(c). Default by Building Owner. In the event of a default by Building Owner under the PPA or an occurrence that would give rise to an offset against rent or claim against Building Owner under the PPA, Equipment Owner shall give Lender and Building Owner concurrent written notice of such default or occurrence at the respective addresses of Lender and Building Owner as set forth below and Lender may, at its option, cure such default or rectify such occurrence after receipt of such notice as provided in the PPA.

(d). Facilities Lender. Equipment Owner, and/or its successor(s), assignee(s) and/or designee(s) shall have the right to hypothecate, mortgage, pledge or alienate the Solar Facility and/or Equipment Owner's rights under the PPA and in and to the Site to one or more lenders or financing parties (an "**Equipment Lender**"). Such Equipment Lender shall be considered a third party beneficiary under this Agreement, provided such Equipment Lender shall have notified the Parties in writing of its name and address. Upon identification of the Equipment Lender, Building Owner and Lender hereby agree to execute an instrument acknowledging that such Equipment Lender shall be considered a party to this Agreement. Equipment Lender, and/or its successor(s), assignee(s) and/or designee(s) shall have the right to assign all of its interest in this Agreement and the PPA, as the case may be, to another person or entity, provided such transferee assumes the obligations of Equipment Owner or its successor(s), assignee(s) and/or designee(s) under this Agreement and the PPA, as the case may be. Upon such assignment, Equipment Lender (including its agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

4. MISCELLANEOUS

(a). Successors and Assigns. Without prior consent of any other Party, Equipment Owner shall have the right to assign all of Equipment Owner's interest in this Agreement to any successor or assignee of Equipment Owner under the PPA. This Agreement and the covenants and agreements contained herein shall be binding and inure to the benefit of the Parties and their respective heirs, administrators, representatives, successors and permitted assigns. Each of the Parties agree to deliver a copy of this Agreement to their successors, permitted assignees and, in the case of Lender, its trustees and any services or administrator of the loan or indebtedness secured by the Deeds of Trust, and to cooperate with Equipment Owner to ensure that each such successor, permitted assignee and trustee is aware of Equipment Owner's rights and Building Owner's and Lender's obligations hereunder.

(b). Headings. The headings of the various sections of this Agreement are for convenience only and are not to be construed as confined, or limiting, in any way, the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

(c). Notices. Any notice given under this Agreement shall be in writing, mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this section). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

Notice to Lender shall be sent as follows:

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754-2896
Attention: City Manager

Monterey Park Successor Housing Agency
c/o City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754-2896
Attention: City Manager

Notice to Building Owner shall be sent as follows:

Monterey Park Apartments Housing Investors, LP
c/o LINC Community Development Corporation
555 East Ocean Boulevard, Suite 900
Long Beach, CA 90802
Attention: President

Notice to Equipment Owner shall be sent as follows:

SEED Solar LLC
c/o LINC Housing Corporation
555 East Ocean Boulevard, Suite 900
Long Beach, CA 90802
Attn: President

With a copy to Equipment Owner's investor member:

c/o Monarch Private Capital, LLC
Monarch Plaza

3414 Peachtree Street, Suite 825
Atlanta, GA 30326
Attention: Executive Director

(d). Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(e). Disputes; Attorneys' Fees. In the event of a dispute arising from or related to this Agreement, the prevailing Party in any proceeding to enforce this Agreement or to resolve the dispute shall be entitled to recover its expenses incurred in the proceeding, including reasonable attorneys' fees. Any dispute that is not settled to the mutual satisfaction of the Parties within the applicable notice or cure periods provided in this Agreement shall be brought in the courts of the State of California and the parties hereto agrees that any action, claim, or dispute arising out of or related to this Agreement will be instituted exclusively in one of the above specified courts.

(f). Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

(g). Interaction with PPA. If this Agreement conflicts with the PPA, then this Agreement shall govern.

(h). Amendments. This Agreement may be amended, discharged or terminated only by a written instrument executed by all of the Parties, and any Equipment Lender that has notified the Parties in writing of its name and address.

(i). Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. The waiver by any Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have each caused this Subordination, Non-Disturbance and Attornment Agreement to be executed on the day and year first above written.

LENDER:

City of Monterey Park

By: _____
Name: _____
Title: _____

Monterey Park Successor Housing Agency

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2017, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2017, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

BUILDING OWNER:

LINC-Monterey Park Apartments Housing Investors, LP,
a California limited partnership

By: LINC-Monterey Park Apartments, LLC,
a California limited liability company,
its Managing General Partner

By: LINC Community Development Corporation,
a California nonprofit public benefit corporation,
its Authorized Member

By: _____
Rebecca F. Clark, President & CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2017, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature see attached certificate

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On December 4, 2017 before me, F. J. Fernandez, Notary Public
(insert name and title of the officer)

personally appeared Rebecca F. Clark,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

F. J. FERNANDEZ
Notary Public - California
Los Angeles County
Commission # 2147657
My Comm. Expires Apr 23, 2020

Signature _____ (Seal)

EQUIPMENT OWNER:

SEED Solar LLC, a California limited liability company

By: SEED Solar Manager LLC, a California limited liability company, its Manager

By: LINC Housing Corporation, a California nonprofit public benefit corporation, its manager

By: _____
Rebecca F. Clark, President & CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2017, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature see attached certificate

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On December 4, 2017 before me, F. J. Fernandez, Notary Public
(insert name and title of the officer)

personally appeared Rebecca F. Clark,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

F. J. FERNANDEZ
Notary Public - California
Los Angeles County
Commission # 2147657
My Comm. Expires Apr 23, 2020

Signature _____ (Seal)

EXHIBIT A

Description of the Real Property

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL A

Parcel 1:

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.

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.

Parcel 3:

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.

Parcel 4:

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.

PARCEL B

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.

PARCEL C

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: 5265-015-900,901,902,903; 5256-008-900; 5257-013-900

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Director of Management Services
Tim Shay, Support Services Manager

SUBJECT: Amendment to Consultant Agreement for Water, Wastewater, and Solid Waste Rate Studies

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to amend the current agreement with Raftelis Financial Consultants, Inc. for an additional $49,190 in a form to be approved by the City Attorney; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

City staff recommends amending the existing agreement with Raftelis Financial Consultants, Inc. for an additional $49,190 for the 2017-2018 comprehensive study on the City's water, wastewater, and solid waste rates per Council direction.

BACKGROUND:

At the April 5, 2017 meeting, City Council authorized an agreement with Raftelis Financial Consultants, Inc. to perform rate studies. Raftelis Financial completed the solid waste rates analysis report. There is still $48,060 authorized for these services which may be applied to the costs for additional water, waste water, solid waste rate studies. The overall cost for water, waste water, and solid waste rates analysis will not exceed $97,250. The proposed timeline below must be followed in order to make changes to utility rates before September 2018, when the new rates would take effect.

Date	Action	Notes
Month of December	Council approves amending existing contract with consultant.	Begin data collection for water, wastewater and solid waste.
Months of January & February 2018	Data collection and discussions with consultant	Customer billing information, financial data/projections, and City capital projects/operations discussions.
April 4, 2018 (63 days)	Report presented to City Council. Establish Public Hearing date of June 6, 2018.	Prop 218 needs at least 45 days advance notice.
June 6, 2018	Rate Public Hearing	Council to consider adoption.
Sept 1, 2018	New water, wastewater and solid waste rates in effect	Customers will see new rates on bills beginning in October.

FISCAL IMPACT:

Staff is recommending to increase the budget under the current agreement with Raftelis Financial Consultants, Inc. in the amount of $49,190 to perform a comprehensive water, wastewater, and solid waste rates study (*Attachments 1 & 2*). Appropriations of $49,190 will be paid from the accounts, 0042-5002-99024 ($12,095); 0043-5002-99024 ($25,000); and 0092-5002-99024 ($12,095). With the remaining funds of $23,060 in Sewer Fund and $25,000 in Water Fund, the entire project cost will be $97,250 for this comprehensive analysis. This comprehensive study will allow the City to establish equitable rates that ensure that the water, wastewater and sold waste enterprise funds meet operational and capital improvement costs.

Respectfully submitted by:

Tim Shay
Support Services Manager

Reviewed by:

Annie Yaung
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Draft First Amendment to Agreement 2010-A
2. Raftelis Financial Consultants Inc. Proposal

ATTACHMENT 1

Draft First Amendment to Agreement 2010-A

FIRST AMENDMENT TO
AGREEMENT NO. 2010-A BETWEEN
THE CITY OF MONTEREY PARK AND RAFTELIS FINANCIAL CONSULTS, INC.

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 20th day of December 2017, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and RAFTELIS FINANCIAL CONSULTANTS, INC. a CALIFORNIA CORPORATION ("CONSULTANT").

1. Section 1(C) of the Agreement is amended to provide that the City agrees to pay the CONTRACTOR a sum not to exceed Ninety-Seven Thousand and Two Hundred Fifty dollars ($97,250) for the work as identified in "Exhibit "A."

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. 2020-A remain the same.

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

CITY OF MONTEREY PARK

Ron Bow,
City Manager

CONSULTANT

_____

_____

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

ATTACHMENT 2

Raftelis Financial Consultants, Inc. Proposal

RAFTELIS
FINANCIAL CONSULTANTS, INC.

150 N Santa Anita,
Ste 470.
Arcadia, CA 91006

Phone 626 . 583 . 1894
Fax 213.262.9303

www.raftelis.com

December 11, 2017

Ms. Annie Yaung
Director of Management Services
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91765

Subject: Amendment 1 to Consulting Services for Water, Wastewater and Solid Waste Rate Study

Dear Ms. Yaung:

Raftelis Financial Consultants, Inc. (RFC) is requesting an amendment to our existing agreement for the rate studies to cover the cost of redoing the solid waste rates study and assistance with the Proposition 218 notices for the three utilities.

We have reviewed the solid waste rates implemented by the City in September 2017.

SCOPE OF WORK

Task 1: Collect and Process Data
RFC will receive data on updated residential customer data for single and multi-family accounts and update the model. In addition, we will update the commercial accounts and accounts serviced by Athens and Ware. We will also update the operating and capital expenses for fiscal year (FY) 2018 and beyond.

Task 2: Update Cost of Service and Rate Model
RFC will update the cost of service and rate model to incorporate the account and expenses data, using the existing methodology in the current model. RFC will also calculate customer impacts under the proposed rates for residential, multi-family, and commercial customers.

Task 3: Prepare Report
The results of the study will be detailed in a cost of service study report. A draft report will be provided to City staff and comments will be incorporated in the final report.

Task 4: Prepare 218 Notices
RFC will prepare Proposition 218 notices for the three enterprises for review by the City attorney. Any comments will be incorporated into the final notice.

PROJECT FEES

The fees for Amendment 1 are shown below:

Monterey Park - Amendment 1

Proposed Hours & Fees

	Tasks	# of Meetings		Hours Requirements			Total Fees & Expenses
		WM	FM	SP	HP	Total	
	HOURLY RATES			$310	$230		
1	Collect & Process Data	1		8	24	32	$8,320
2	COS Analysis		1	8	8	16	$4,530
3	Report Preparation	1		8	24	32	$8,320
	TOTAL ESTIMATED MEETINGS / HOURS	2	1	24	56	80	
	PROFESSIONAL FEES			$7,440	$12,880	$20,320	
						Total Fees	$20,320
	WM - Web meeting					Total Expenses	$850
	FM - Face-to-face meeting					TOTAL FEES & EXPENSES	$21,170
4	Proposition 218 Notice (3 utilities)			4	20	24	$6,080
	Total Tasks 1-4						$27,250
	Fees for Water, Wastewater and Solid Waste Rate Studies						$70,000
	Total Cost						$97,250
	Budget Remaining						$48,060
	Fee for Amendment						$49,190

We are pleased to have this opportunity to provide assistance to the City. If you accept the terms of this Amendment please sign below and return the signed letter to us. Should you have any questions, please do not hesitate to contact me at (626) 583-1894.

Sincerely,
RAFTELIS FINANCIAL CONSULTANTS, INC.

Sudhir D. Pardiwala
Executive Vice President

We accept the terms of this engagement letter:

Signature	Name of authorized agent
Date	Title

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-F.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Repainting of Barnes Park Daycare Classroom and Garvey Ranch Park Daycare Classroom – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Color New Co. of Woodland Hills, CA, in the amount of $51,000 for the Repainting of the Barnes Park Daycare Classroom, Garvey Ranch Park Daycare Classroom, and Additive Bid Alternate 2 (Police Department areas);
2. Authorize the Interim Director of Public Works to approve change orders and contingency up to $5,100 or 10% of the contract amount for this project; and
3. Take such additional, related action that may be desirable.

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).

EXECUTIVE SUMMARY:

On August 16, 2017, the City Council approved the bid specifications and authorized the City to solicit bids for the Repainting of the Barnes Park Daycare Classroom and Garvey Ranch Park Daycare Classroom. Staff recommends the contract be awarded to Color New Co., of Woodland Hills, CA, in the amount of $51,000.

BACKGROUND:

Both the Barnes Park Daycare Classroom and Garvey Ranch Daycare Classroom are heavily used by the public and neither has been repainted for approximately 15 years. The scope of work includes repainting of all walls, ceilings, doors, door trim, removal, disposal, and replacement of all wall base in the main classrooms, offices, bathrooms, hallways and storage areas. The project also includes additive alternate 2 to paint several areas in the Police Department.

On November 16, 2017, a total of six bids were received and opened. The results were:

RANK	BIDDER	BASE BID AMOUNT
~~1~~	~~U.S. NATIONAL CORP, PACOIMA~~ (withdrew bid)	~~$9,000.00~~
2	COLOR NEW CO., WOODLAND HILLS	$36,000.00
3	PAINTING & DÉCOR, ORANGE	$36,800.00
4	PRIME PAINTING CONTRACTOR, NORTHRIDGE	$40,000.00
5	BLACK & WHITE PAINTING	$40,000.00
6	AJ FISTES	$62,600.00

The additive bid alternate amounts were:

RANK	BIDDER	ADDITIVE BID ALT. 1	ADDITIVE BID ALT. 2	ADDITIVE BID ALT. 3*
~~1~~	~~US NATIONAL CORP~~ (withdrew bid)	~~$15,000.00~~	~~$7,500.00~~	~~$95/hr.~~
2	COLOR NEW CO.	$39,000.00	$15,000.00	$110/hr.
3	PAINTING & DECOR	$43,000.00	$14,900.00	$69.30/hr.
4	PRIME PAINTING	$42,000.00	$22,000.00	$65/hr.
5	BLACK & WHITE PAINTING	$34,000.00	$5,000.00	$58/hr.
6	AJ FISTES	$24,950.00	$9,400.00	$47/hr.

The bid submitted by U.S. National Corp. was the lowest bid received. However, in a letter dated November 17, 2017, U.S. National Corp. formally requested to withdraw its bid due a mathematical error. Therefore, the next lowest bidder may be considered for the award of contract.

The bid submitted by Color New Co. is the second lowest responsive bid from a responsible bidder. Color New Co.'s license was verified with the California State Contractor's License Board to be current, active and in good standing and registration with the DIR (California Department of Industrial Relations) was also verified. Staff checked the contractor's references and received positive feedback. Color New Co. has completed similar painting projects for the Tracy Unified School District and Los Angeles Community College District.

In order to take advantage of Color New Co.'s favorable bid pricing and remain within the project budget, staff is also requesting Council's authorization to include Additive Bid Alternate 2 (painting of Police Department areas) in the award of contract.

Assuming award of contract tonight, staff estimates that work will commence in February 2018 and be completed by March 2018.

FISCAL IMPACT:

The FY 2017-18 budget includes $64,500.00 in the General Fund Account Nos. 0010-801-5002-96091 and 0010-801-5002-96092 for the Project. The total requested amount including 10% possible change orders and contingency is $56,100.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. U.S. National Corp Withdrawal Letter
2. Color New Co. Bid Proposal

ATTACHMENT 1
U.S. National Corp Withdrawal Letter

USNC

U.S. National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331
Office: (818) 686-2166
Mobile:(818) 216-7000
maryg@usnationalcorp.com
CERTIFIED SBE, LICENSE NO. 813354

Mobile: (818) 894-8420
fredj@usnationalcorp.com

To: City of Monterey Park

Date: November 17, 2017

Re: Repainting of Barnes Park and Garvey Ranch Park Daycare Centers

Specification 874

Attention: Ernie Torrecillas (626) 705-7350

With regards to Bid Repainting of Barnes Park and Garvey Ranch Park Daycare Centers Specification 874, US National Corp wants to formally withdraw our bid. US National Corp made a mistake on the Bid Schedule.

Please accept this letter as our formal withdrawal of bid for Repainting of Barnes Park and Garvey Ranch Park Daycare Centers.

We apologize for the inconvenience.

Thank you,

11/17/17

Mary Martinez, Operations Manager

11/17/17

Fred Jimenez, President and CEO

ATTACHMENT 2
Color New Co. Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: COLOR NEW CO.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

- Contractor will submit all documents required to the Public Works Department within 10 calendar days of award of bid.

- The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) calendar days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.

- Contractor shall complete work within thirty (30) working days after the date specified in the Notice to Proceed.

BASE BID SCHEDULE
Garvey Ranch Park and Barnes Park
Day Care Facilities Repainting

	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1.	Barnes Park Daycare (8,000 Sq-ft)	1	LS	24,000 00	24,000 00
2.	Garvey Ranch Daycare (4,000 Sq-ft)	1	LS	12,000 00	12,000 00
				$36,000 00	$ 36,000 00
TOTAL BID IN FIGURES					$ 36,000. 00
TOTAL BID IN WORDS	Thirty six Thousand dollars				

	ADDITIVE BID ALTERNATIVE 1 Police Department Facility Repainting					
	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
1	Police Department 2nd floor Hallways (5,000 Sq-ft)	1	LS	16,000 00	16,000.	00
2	Police Department office 229 (500 Sq-ft)	1	LS	6,000 00	6,000	00
3	Police Department office 240 (500 Sq-ft)	1	LS	6,000 00	6,000.	00
4	Police Department office 241 (1200 Sq-ft)	1	LS	11,000 00	11,000.	00
				$39,000 00	$39,000.	00
TOTAL BID IN FIGURES					$39,000.	00
TOTAL BID IN WORDS Thirty nine thousand dollars						

	ADDITIVE BID ALTERNATIVE 2 Police Department Facility Repainting							
	DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE		EXTENDED AMOUNT	
1	Traffic Office	(800 Sq-ft)	1	LS	5,000	00	5,000	00
2	Sleeping Quarters	(800 Sq-ft)	1	LS	5,000	00	5,000	00
3	Exercise room	(800 Sq-ft)	1	LS	5,000	00	5,000	00
					$		$15,000	00
TOTAL BID IN FIGURES							$15,000.	00
TOTAL BID IN WORDS Fifteen thousand dollars								

ADDITIVE BID ALTERNATIVE 3 – On-Call Painting Services

Proposed Fee Schedule

A. Regular Business Hours are, 7:30 am to 5:30 pm Monday to Friday.
B. Holidays rates go into effect on the holiday observed by the City.
C. Related Expenses/Travel expenses- All costs including travel are to be included in your proposal. The City will not accept any additional costs.

	Apprentice painter	Journeyman painter	Foreman/Other
Regular Time:	$ 100.00	$ 110.00	$ 110.00
Overtime:	$ 125.00	$ 142.00	$ 142.00
Emergency Call	$ 150.00	$ 200.00	$ 250.00
Holidays:	$ 150.00	$ 200.00	$ 250.00
Other Related Expenses	~~20%~~ L.L.		

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: NONE Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name TRACY USD	**Project Name and Brief Description** EXTERIOR PAINTING OF WEST HIGH AND HIRSCH ELEMENTARY SCHOOLS	
Contact Name and Title ANTHONY CONTINENTE, PROJECT MANAGER		
Tel: 925-766-4107 **E-mail:** ANTHONY@RGMASSOCIATES.COM	**Contract Value:** $ 381,500	**Year Completed:** 2017

Reference 2		
Agency Name LA COMMNITY COLLEGE DISTRICT	**Project Name and Brief Description** LA TRADE TECH COLLEGE - WILLOW AND LAUREL HALL EXTERIOR PAINTING	
Contact Name and Title SAFI ISHRATI, PROJECT MANAGER		
Tel: 818-256-0176 **E-mail:** ISHRATSS@LAMISSION.EDU	**Contract Value:** $ 82,000	**Year Completed:** 2017

Reference 3		
Agency Name CITY OF PIEDMONT	**Project Name and Brief Description** TRAFFIC SIGNAL PAINTING AT 3 INTERSECTIONS	
Contact Name and Title CHESTER NAKAHARA, DIRECTOR OF PUBLIC WORKS		
Tel: 510-420-3061 **E-mail:** CNAKAHARA@PIEDMOONT.CA.GOV	**Contract Value:** $ 13,800	**Year Completed:** 2017

Reference 4		
Agency Name CITY OF LAGUNA NIGUEL	**Project Name and Brief Description** SKATE PARK PERIMETER FENCE AND CITY HALL COURTYARD PAINTING	
Contact Name and Title ZIAD MAZBOUDI, PROJECT MANAGER		
Tel: 949-362-4341 **E-mail:** ZMAZBOUDI@CITYOFLAGUNANIGUEL.ORG	**Contract Value:** $ 90,000	**Year Completed:** 2017

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: JOHN GROVES, ESTIMATOR

Date of Inspection: 11/9/17

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the 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 the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall 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 the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: COLOR NEW CO.

Authorized Signature: _____

Name and Title: LOUIE LOIZU, OWNER

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the OWNER of COLOR NEW CO., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: COLOR NEW CO.

Authorized Signature:

Name and Title: LOUIE LOIZU, OWNER

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been YES has been NO (indicate YES or NO after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is has been YES explain the circumstances below:

N/A

Bidder's Name: COLOR NEW CO.

Authorized Signature:

Name and Title: LOUIE LOIZU, OWNER

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been YES has been NO (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: COLOR NEW CO.

Authorized Signature:

Name and Title: LOUIE LOIZO, OWNER

Date: 11/14/17

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been YES has been NO (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name:	COLOR NEW CO.
Authorized Signature:	
Name and Title:	LOUIE LOIZU, OWNER
Date:	11/14/17

BIDDER INFORMATION

Bidder's Name: COLOR NEW CO.

Address: 23645 MARYLEE ST. WOODLAND HILLS CA 91367

Form of Legal Entity: SOLE PROPRIETOR

If a Corporation, State of Incorporation: N/A

State Contractor's Class and License No.: 818650, C33/B

Contact Person Information:

Name: LOUIE LOIZU Title: OWNER

E-mail: COLORNEWCO@YAHOO.COM Tel: 818-884-0856

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

LOUIE LOIZU, OWNER

23645 MARYLEE ST., WOODLAND HILLS CA 91367

818-884-0856

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

NONE

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

LOUIE LOIZU DBA COLOR NEW CO.

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 15 day of NOVEMBER, 2017

BIDDER COLOR NEW CO.

23645 MARYLEE ST., WOODLAND HILLS CA 91367

TEL: 818-884-0856 FAX: 818-884-0217 EMAIL: COLORNEWCO@YAHOO.COM

LOUIE LOIZU, OWNER

Subscribed and sworn to this _____ day of NOVEMBER, 2017.

SEE ATTACHED JURAT

NOTARY PUBLIC _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

LESLIE G. FRANKEL
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2161128
LOS ANGELES COUNTY
My Comm. Exp. August 22, 2020

Subscribed and sworn to (or affirmed) before me on this 15th day of November, 2017.
Date *Month* *Year*

by
(1) Louie Loizu

(and ~~(2)~~ _____).
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Leslie G Frankel
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Proposal **Document Date:** November 15, 2017

Number of Pages: _____ **Signer(s) Other Than Named Above:** _____

PROPOSAL GUARANTEE Bond No. 8248

BID BOND

KNOW ALL MEN BY THESE PRESENTS that Color New Co., as BIDDER, AND Merchants Bonding Company (Mutual) as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of *SEE #1 BELOW* ($ 10%******) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the Repainting of Barnes Park Daycare and Garvey Ranch Daycare Classrooms Project SPECIFICATION NO. 874 ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 13th day of November, 2017.

Color New Co.
Principal

By: _____
Louie Loizu - Owner

Merchants Bonding Company (Mutual)
Surety

By: _____
Les M. Mantle-Attorney in Fact

*#1 - TEN PERCENT OF THE AMOUNT OF THE BID

PRINCIPAL's MAILING ADDRESS:	SURETY's MAILING ADDRESS:
23645 Marylee St.	1440 N. Harbor Blvd., #610
Woodland Hills, CA 91367	Fullerton, CA 92835

NOTE: All signatures shall be acknowledged by a notary public.

SEE ATTACHED ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On November 15, 2017 (*Date*) before me, Leslie G. Frankel, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Louie Loizu (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LESLIE G. FRANKEL
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2161128
LOS ANGELES COUNTY
My Comm. Exp. August 22, 2020

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leslie G Frankel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond Document Date: November 15, 2017
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 11-13-17 before me, Mary Martignoni – Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Les M. Mantle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

MARY MARTIGNONI
COMM #2123099
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Sept. 9, 2019

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Les M. Mantle	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Merchants Bonding Company (Mutual)	Signer Is Representing:

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MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Les M Mantle

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April , 2017 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 5th day of April 2017 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of November, 2017.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of N/A BID BOND PROVIDED ($) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the Repainting of Barnes Park Daycare and Garvey Ranch Daycare Classrooms Project **SPECIFICATION NO. 874** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the instructions to Bidders.

Bidder's Name: COLOR NEW CO.

Authorized Signature:

Name and Title: LOUIE LOIZU, OWNER

Date: 11/14/17

City Council Staff Report

DATE: December 20, 2017

AGENDA ITEM NO: New Business Agenda Item 6-G.

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Ordinance to Repeal of Chapter 9.60 of the Monterey Park Municipal Code Regulating Profanity in Public

RECOMMENDATION:

It is recommended that the City Council:

1. Introduce and waive first reading of an ordinance that repeals Monterey Park Municipal Code (MPMC) Chapter 9.60. Second reading and adoption would occur on January 17, 2018;
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff is recommending the repeal of chapter 9.60 of the Monterey Park Municipal code regarding profanity.

BACKGROUND:

In November 2017, the City Clerk's Office received a complaint that was sent to the Police Department regarding Chapter 9.60 of the Monterey Park Municipal Code (MPMC) which prohibits the use of profanity. MPMC Chapter 9.60 purports to make it unlawful for any person to "use vulgar, profane, or indecent language on any public street or other public place or in any public dancehall, public dance, club dance, skating rink, or place of business open to public patronage, in the city."

The broad prohibition on the use of "vulgar, profane, or indecent language" is susceptible of application to Constitutionally-protected expression. For this reason, regulations similar to MPMC Chapter 9.60 have been found by both federal and state courts to be unconstitutional.[1]

This chapter has not been enforced in many years and these regulations are likely unenforceable. To help remove any ambiguity as to its enforceability, it is recommended that MPMC Chapter 9.60 be repealed.

[1] *See e.g., Cohen v. California* (1971) 403 U.S. 15; *Plummer v. City of Columbus, Ohio* (1973) 414 U.S. 2; *Lewis v. City of New Orleans* (1974) 415 U.S. 130; *Jefferson v. Superior Court* (1975) 51 Cal.App.3d 721, 724.

FISCAL IMPACT:

None.

Respectfully submitted by:

Jim Smith
Chief of Police

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT

1. Ordinance

ATTACHMENT 1
Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK REPEALING CHAPTER 9.60 OF THE MONTEREY PARK MUNICIPAL CODE

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

SECTION 1. *Findings of Fact.* The City Council of the City of Monterey Park finds as follows:

A. Chapter 9.60 of the Monterey Park Municipal Code (MPMC) purports to make it unlawful for any person to "use vulgar, profane, or indecent language on any public street or other public place or in any public dancehall, public dance, club dance, skating rink, or place of business open to public patronage, in the city."

B. The broad prohibition on the use of "vulgar, profane, or indecent language" is susceptible of application to Constitutionally-protected expression. For this reason, ordinances similar to MPMC Chapter 9.60 have been found by both federal and state courts to be unconstitutional. See, e.g., *Cohen v. California* (1971) 403 U.S. 15; *Plummer v. City of Columbus, Ohio* (1973) 414 U.S. 2; *Lewis v. City of New Orleans* (1974) 415 U.S. 130; *Jefferson v. Superior Court* (1975) 51 Cal.App.3d 721, 724.

SECTION 2. Monterey Park Municipal Code Chapter 9.60 is repealed.

SECTION 3. *Environmental Review.* The City Council finds and determines that this ordinance is not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq. ("CEQA")) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)), (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3), and (3) the ordinance does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 4. 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 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 5. This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2017

_____
Teresa Real Sebastian, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM
MARK D. HENSLEY, City Attorney

_____
Karl H. Berger, Assistant City Attorney